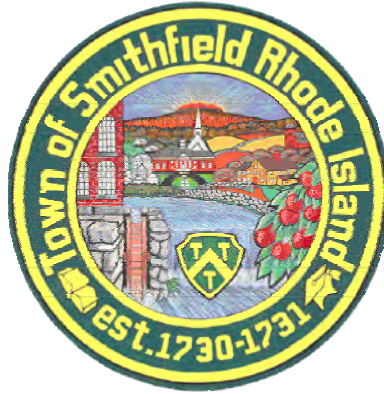




SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
May 2, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, MAY 2, 2023
6:15 P.M.**

6:15 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 Daniel Greene, John Yoakum, Kenneth Orabona, and Peter Libutti 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: None
- VI. Minutes:
 - A. Move that the minutes of the April 11, 2023 work session meeting with the Diversity, Equity and Inclusion Task Force be approved as recorded.
 - B. Move that the minutes of the April 11, 2023 work session meeting with the Economic Development Commission be approved as recorded.
 - C. Move that the minutes of the April 18, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Planning Board reappointment with a term expiring in May of 2026.
- VIII. Public Hearings:
 - A. Conduct a public hearing to consider and act upon sewer usage rate changes.
 - B. Schedule a public hearing on June 6, 2023 to consider and act upon amendments to Chapter 294-17 of the Code of Ordinance entitled "Sewer

Computation”.

- C. Schedule a public hearing on June 6, 2023 to consider and act upon amendments to Chapter 126 of the Code of Ordinance entitled “Animals”, Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53, sponsored by Councilman John J. Tassoni, Jr.
- D. Schedule a public hearing on June 6, 2023 to consider and act upon amendments to Section 4.3 “Table of Uses”, Section 4.4M “Adult Recreational Use Cannabis” and Section 5.11 “Solar Energy Systems” of the Zoning Ordinance.
- E. Consider scheduling a show cause hearing on Tuesday, May 16, 2023 to consider and act upon the possible suspension, revocation, or other sanction regarding the listed Mobile Food Truck license due to non-renewal or non-compliance with the conditions of renewal:
 - A. Pa’L Monte, LLC d/b/a “Pa’L Monte”, 285 Douglas Pike

IX. Licenses:

- A. Consider, discuss, and act upon approving the annual renewal of two (2) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Target Corporation d/b/a “Target Store T-1404”, 371 Putnam Pike
 - 2. The Seigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike
- B. 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. Body Grateful Day Spa, LLC d/b/a “Body Grateful Day Spa”, 10A Cedar Swamp Road
 - 2. Limary Morel Brown d/b/a “Massage by Mari”, 359 Putnam Pike
- C. 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. Katelynn Tessier working at “Body Grateful Day Spa”, 10A Cedar Swamp Road
 - 2. Limary Morel Brown working at “Massage by Mari”, 359 Putnam Pike
- D. Consider, discuss, and act upon approving two (2) One-Day Special Event Licenses for Wat Lao Buddhovath of RI, Inc. for Lao New Year celebration, 88 Limerock Road on the following dates:
 - Saturday, May 13, 2023 from 12:00 p.m. to 6:00 p.m.
 - Sunday, May 14, 2023 from 12:00 pm. To 6:00 p.m.

All Special Event Licenses for Wat Lao Buddhovath of RI, Inc. are subject to compliance with all State regulations and local ordinances.

- E. Consider, discuss, and act upon the annual renewal of two (2) Peddler's Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
1. CALM Enterprises, Inc. d/b/a "Del's of Smithfield", to sell only frozen lemonade from a truck with RI Reg. #'s 25883, 126485 and 51697, 115 Pleasant View Avenue
 2. CALM Enterprises, Inc. d/b/a "Del's of Smithfield", to sell only frozen lemonade and frozen treats from a pushcart with RI Reg. #55218, 115 Pleasant View Avenue

- F. Consider, discuss, and act upon approving one (1) One-Day Special Event License for Smithfield Classic Cars and Auto Sales for a Car Show, 278 Douglas Pike on the following date:

- Saturday, May 27, 2023 from 9:30 a.m. to 3:00 p.m. with a rain date of June 3, 2023

All Special Event License for Classic Cars and Auto Sales are subject to compliance with all State regulations and local ordinances.

- G. Consider, discuss, and act upon approving three (3) One-Day Special Event Licenses for the Smithfield Parks and Recreation Department for a "Food Truck Event", 1 William J. Hawkins., Jr. Trail on the following dates:

- Tuesday, June 13, 2023 from 4:00 p.m. to 9:00 p.m.
- Saturday, July 1, 2023 from 4:00 p.m. to 9:00 p.m., with a rain date of July 9, 2023
- Tuesday, August 15, 2023 from 4:00 p.m. to 9:00 p.m.

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

X. Old Business: None.

XI. New Business:

- A. Consider, discuss, and act upon pole petitions from RI Energy Co. to install new poles on Riverview Avenue and Business Park Drive.
- B. Consider, discuss, and act upon authorizing the Town Manager to enter into an agreement for Fiscal Years 2024 and 2025 with RI Resource Recovery Corporation for the disposal of solid waste and recycling material.
- C. Consider, discuss and act upon authorizing an update of the Police & Fire Pension Funds Investment Policy as recommended by the Police & Fire Pension Committee.

- D. Consider, discuss, and act upon authorizing authorizes the Town Manager to purchase twelve (12) laptop computers, through the Massachusetts Higher Education Consortium, #F05, for the East Smithfield Neighborhood Center in an amount not to exceed fourteen thousand, three hundred, fifty-nine dollars and thirty-two cents (\$14,359.32).
 - E. Consider, discuss, and act upon authorizing a bid award for concession services at the Smithfield Ice Rink.
 - F. Consider, discuss, and act upon authorizing a request for proposals for concession services at Deerfield Park subject to final review by the Town Solicitor.
 - G. Consider, discuss, and act upon authorizing the Parks & Recreation Department to allow and promote rental usage of the Splash Pad and Pavilion at Deerfield Park.
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, APRIL 28, 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.

**MINUTES OF SMITHFIELD TOWN COUNCIL
DIVERSITY, EQUITY, AND INCLUSION TASK FORCE
WORK SESSION**

Date: Tuesday, April 11, 2023

Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

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

DEI Task Force Member Benjamin Caisse
DEI Task Force Recreation Representative Robert Caine
DEI Task Force School Representative John Burns
Town Resident Representative Dorothy Chin Gerding
Town Resident Representative Stan Dorsey
Town Resident Representative Rob Mecunas

A. President Lawton calls the April 11, 2023 Work Session to order at 6:00 p.m.

B. Emergency Evacuation and Health Notification.

C. Discussion Items:

A. Task Force Goals:

Vice President Iannotti explains that the council members reviewed the resolution that created this task force and what the members are required to do. Vice President Iannotti further explains that he envisioned the task force looking into issues related to DEI and providing the council with a report. Vice President Iannotti also explains that the task force was created two (2) years ago, and the council has not received anything (recommendations or reports) from the task force. Vice President Iannotti states that this is a sun setting task force.

President Lawton states that he is the council liaison for this task force, and there is only a handful of communities that have this type of task force, therefore, no one knew where to begin. President Lawton further states that great discussions have taken place at the meetings, however, not much has been accomplished, and it has not been for a lack of trying.

Task force member Benjamin Caisse explains this is a new concept. Mr. Caisse refers to Number 8 of the resolution which discusses the task force goals.

Mr. Caisse further explains that the task force had “unofficial” consultants attend their meetings to help create a comprehensive equity audit, and an RFP was put out, however, there were two (2) issues.

- RFP was too expansive because they were unsure about to write it which lead to insane quotes in response.
- The Town Council at the time would not fund anything for the task force.

Mr. Caisse also explains that the task force needed to determine their direction, and how they would assess/survey the Town and what it does well, and where improvements can be made. Mr. Caisse states that he understands the council would not want to fund something when the task force was unsure of what they wanted to do. Mr. Caisse further states that the task force needs guidance on how to create that type of assessment of the Town.

Mr. Caisse explains that the task force needs guidance to determine what to assess, what assessment instrument will be used, and where the funding will come from. Mr. Caisse further explains that this is one of the major goals.

Mr. Caisse states that he was unaware that this is a sun setting task force and questions if it was the intent of the previous council. Mr. Caisse felt that this task force was something that the Town had committed to as a community.

Member Toppi states that based on the resolution, the DEI Task Force “is hereby created with a composition, term, charge, and ground rules”. Member Toppi further states that there is no mention of any term, and this is a problem.

Member Toppi also states that by definition a task force is “a unit organized specifically for a task”. Member Toppi explains that this task force was referred to as an ad-hoc committee several times in minutes that she read.

Member Toppi questions what the original goals were for this task force, and what the members want to see. Town Resident Representative Dorothy Chin Gerding explains that this task force was originally created due to the graffiti spray painted in the Town, which received a great deal of press, and following that incident, there have been a list of things that do not support any diversity, equity, and inclusion in this Town.

Ms. Chin Gerding further explains that there have been issues on the school and Town level, therefore, the task force was put together to address how “we” can become more diverse, equitable, and inclusive. Ms. Chin Gerding also explains that we have issues of graffiti, patriot front stickers posted in Deerfield Park, a School Committee book ban discussion, and the release of a teacher that addressed racism (said to be released based on protocol).

Ms. Chin Gerding feels that the outward appearance of the Town is a problem, and has been in the newspapers several times when it was found that Domin Avenue was named after a KKK member. Ms. Chin Gerding states that these issues continue to happen; small and quietly. Ms. Chin Gerding further states there are problems that the task force needs to address, however, there is no funding from Town.

Member Toppi states that with regard to the graffiti issue, the perpetrators were dealt with by the

police. Member Toppi again questions the goals of this task force. Member Toppi feels that the appropriate departments are handling what needs to be taken care of.

Ms. Chin Gerding does not feel the issues are being dealt with. Ms. Chin Gerding suggests that Member Toppi speak with the superintendent about having a report showing the bullying issues that took place over the last three (3) years because there shows an increase. Ms. Chin Gerding states that Member Toppi may not see the issues because she is not a person of color. Ms. Chin Gerding further states that students spoke of how they were bullied, how they hear the “N” word every day, and how they keep to themselves or with their own color because they do not want to deal with the racism.

Member Kilduff states that he was on the council when this resolution was created, and Ms. Chin Gerding is identifying things that can visibly be seen, and there are many instances in Town that “we” are not aware of and continue to go on. Member Kilduff further states that task force was created to address a cultural problem. Member Kilduff feels it is important for this task force to exist and continue to move forward to develop what “we” as a Town would like to see; cultural awareness and diversity in the Town.

Ms. Chin Gerding feels that acknowledging that this is happening would be a good start. Member Kilduff states that the graffiti incident was one incident that became publicized, however, there are other incidents that are not publicized. Member Kilduff questions if a plan determining what the DEI Task Force is for or their parameters, should boundaries of this task force be created. Member Kilduff does not feel that should happen, however, this is why this discussion is taking place.

Mr. Caisse explains the ultimate goal of this task force is to make the community better. Member Toppi questions what this means. Mr. Caisse explains that the task force overall goal is to create a community where people feel welcome and safe and that attracts people and businesses.

Member Toppi states that no one is able to explain what they want to see in real life. Member Toppi feels that the School Department does a great job of dealing with the issues in the schools, and the Police Department is handling their issues. Member Toppi further states that she understands the intent of this task force, however, she wants to understand how the task force sees equity and inclusion at this table or in the town hall.

Town Resident Representative Rob Mecunas feels that the School Department and the Police Department do a fabulous job. Mr. Mecunas states that what the task force wants as a goal to be out in the presence of the community, and to welcome people regardless of political views, sexual preference, religion, etc. Mr. Mecunas further states that through community events, the task force will incorporate the schools, community, and everyone involved. Mr. Mecunas also states that the ultimate goal is to be the third party that says “it’s okay to live in Smithfield”.

School Committee Member Jessica Sala states that she agrees with Mr. Mecunas. Ms. Sala feels that if what Mr. Mecunas said was true about how the task force should act, the Town needs to see this from them because this is not what she sees online.

Ms. Chin Gerding states that being specific to the Smithfield Anti-Hate Coalition which was

started by Kim Z. who witnessed the incident, and it is her own private group which has nothing to do with the DEI Task Force.

Ms. Sala states that people take what is said to an extra level and will look to you as members of people to represent what you are standing for. Ms. Sala further states that it all starts with you.

Mr. Mecunas feels that the task force has done a good job of getting out into the community. Mr. Mecunas states that he does not believe in some of the things that Ms. Sala says or does, and it could be hearsay. Mr. Mecunas feels that the task force has made a little bit of a difference by taking photos in front of the town hall and holding the Chalk Walk.

Mr. Mecunas reminds everyone that the members are not paid to be on the task force, and if it is “shutdown” they will have their own committee.

Town Resident Representative Stan Dorsey explains that he thought the conversation this evening was to discuss the direction of the task force going forward. Mr. Dorsey further explains that when he was asked to serve on this task force, it was under the impression that there were concerns around Town about inclusiveness of different groups/individuals who felt they were not included in the community. Mr. Dorsey feels that is reason enough for him that this task force to exist.

Mr. Dorsey states that this task force needs to determine how to take the first step to getting where they want to be, and that the problem has not been solved yet. Mr. Dorsey also feels that the task force cannot completely answer Member Toppi’s question because they have not yet delivered on a broad based assessment of the Town.

Mr. Dorsey explains that he was hoping this evening would help the task force become more structured. Mr. Dorsey feels that in terms of goals, it needs to be determined how the task force will engage with the council, Town, and School Committee going forward. Mr. Dorsey further explains that while the task force is not made up of elected officials or paid officials, the task force could serve as an “oversight body”, yet they have not determined what that would look like.

Member Kilduff explains that he always believed the task force was created to help bring forward conversations that were difficult to have and to provide insight on things, which as elected officials, they may not have a firm grip on. Member Kilduff further explains he understands where Member Toppi is coming from and that there is a “gray area” on what the task force is here to identify.

B. Ways to Improve Task Force.

Member Kilduff feels that as an outlet to provide a “think tank” to identify issues the task force should review issues and provide examples of problems that were not seen, and the problems could be fixed or areas of concern. Member Kilduff suggests that the task force go through all the existing departments in Town and provide oversight of how the Town could diversify or provide better direction to the task force.

Member Toppi questions the word “diversify”. Member Kilduff explains based on the resolution the task force could diversify and identify issues at the school level, for example, and to brainstorm

concepts on how to handle the situation, how to handle and approach bullying at the School Department level. Vice President Iannotti states that this issue would be addressed/handled by the School Department. Member Kilduff states that a task force provides insights to the departments as they currently exist and what can be done better and what improvements can be made.

Vice President Iannotti explains the Town has various audits and questions what an equity audit is. Member Kilduff that audit would discuss everything not considered financial; a personal aspect.

Mr. Caisse states that the audit would look at a variety of things such as hiring practices, job postings and if they contain a coded message, what is being done well with regard to inclusivity, and also includes suggestions. Mr. Caisse further states then a report is developed, and it can be determined what everyone agrees upon or not. Mr. Caisse also states it will be your report because you sanctioned it.

Mr. Caisse explains that the drive of this task force is to determine who are we, where we are, what we do well, and what we can do better. Mr. Caisse further explains that those recommendations will then be brought to the council.

Mr. Caisse states that another goal is community outreach and promoting positivity and promoting a community in which people feel a part of.

Ms. Sala states that those ideas are great, however, that is not a task force. Ms. Sala feels that a task force is more about repercussions. Ms. Sala further states that when the form came out which asked community members to escalate if they saw these things happen, it caused concern because more task force related. Ms. Sala states that community outreach and community events are great, however, that is not a task force. Ms. Sala thinks a task force is being defined incorrectly.

Mr. Caisse states a task force identifies issues and how to move forward. Ms. Chin Gerding feels this is exactly what they are doing.

Town Resident Robert Labrie explains that he has attended a great deal of meetings, and it seems to him, that they are trying to control behavior. Mr. Labrie feels that the task force wants a “utopian atmosphere”. Mr. Labrie further explains that with regard to adjudicating behavior, the School Department must have protocol to deal with incidents and Police Department can take care of children that are out of control. Mr. Labrie also explains that it seems that the DEI Task Force wants to have a presence everywhere in Town. Mr. Labrie does not know what the outcome of that would be.

Mr. Labrie states that you cannot control children’s behavior, and this is not unique to Smithfield. Mr. Labrie further states that he has heard of ways to control behavior by embarrassing children in front of other children. Mr. Labrie also states that he does not want to live in a community that tries to control people’s behavior. Mr. Labrie feels that you must think about what is realistic and what is not and if the Town will comply with what the task force wants. Mr. Labrie also feels you must stay out of people’s business.

Mr. Mecunas states that the task force never used the word “control”. Mr. Mecunas feels that the

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School Department does a wonderful job, however, there are so many children that do not feel comfortable talking to a resource officer or the principal. Mr. Labrie suggests that the task force tell the School Department that some children do not feel safe in school. Mr. Mecunas states that this has been done. Mr. Labrie questions what the School Department/School Committee is supposed to do.

Member Kilduff states that “control” is not mentioned in the resolution. Member Kilduff suggests determining one (1) goal.

A resident states that he is aware that there are safety issues in the bathrooms and some amount of racism. The resident does not feel it is the community as a whole, and listening to this group, it sounds a bit accusatory. The resident further states the task force is calling out the entire Town as bad, and this leads to animosity. The resident also states that there was one (1) act of graffiti which lead to the Town being racist. The resident feels that “we” need to do a better job of focusing on the positive because when you focus on the positive, you create more of it.

The resident also feels that the biggest issue within the school is group punishment rather than singling the child out who made the mistake.

Member Kilduff would like to see the task force engage residents, interest groups, and businesses to seek feedback on their experiences that can improve quality of life. Member Kilduff feels this would give the council a better idea of what they are dealing with.

Member Kilduff suggests taking local surveys and asking restaurants what their experience has been like doing business in the Town.

Mr. Dorsey states that was something the task force was looking into, and he thought it was a good idea then, and feels it is still a good idea.

Member Kilduff questions what the council can do to help make this happen.

Mr. Caisse suggests bringing in guest speakers to provide the task force with guidance. Mr. Caisse states that a survey entails more than just creating a Google form, and reliable data needs to be obtained, and it also needs to be useful to the council.

Member Kilduff states that he would be curious to know the experience of a handicap person being able to get from their house to McDonald’s (are the sidewalks wide enough).

A resident feels that this will be searching for problems.

Vice President Iannotti explains that something of that nature could be reported to the US Attorney’s Office because they enforce the American Disabilities Act, and perhaps the sidewalks are not in compliance.

Ms. Chin Gerding questions being should be proactive and preemptive rather than having an agency come in and change things because you are being ordered to do so. Ms. Chin Gerding feels that an equity audit would allow for that information ahead of time so an agency would not have

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to come in and the Town would not have to deconstruct everything in order to construct everything.

Member Toppi states that there are many resources available, and she questions the task force about not trusting the other resources available. Member Toppi reminds the task force members that if this were to be done, the task force would need to come before the council as they are only an advisory board. Member Toppi feels that there has already been a violation with the Community Concern Form. Member Toppi wants to ensure that the criteria in the resolution are followed and further definitions are needed.

Member Toppi agrees with the questions/survey, however, she wants to ensure the task force is not “leaning”.

Mr. Caisse states that he does not feel there is a trust issue. Mr. Caisse feels everyone needs to come together for the common good and opening the lines of communication.

Member Toppi questions what the goal will be.

Member Kilduff explains that a questionnaire which can be facilitated and advertised to the residents should be their goal.

Mr. Caisse states that this task force is a new concept nationwide, therefore, there is no blueprint. Mr. Caisse feels the task force is being very proactive. Mr. Caisse also feels that everyone has different views on what equity is, what inclusion is, etc. Mr. Caisse suggest determining common terminology for these “charged words”.

Member Toppi states that the task force has had two (2) years to determine clarify these things, and the Town has spent money on this (\$1,185.80). Member Toppi further states that the issue and the goal needs to be clarified.

Mr. Dorsey feels that Member Toppi has been accusatory since the beginning of this meeting. Member Toppi feels this is Mr. Dorsey’s perception, however, she is not accusing anyone and is aware this comes from a good place. Member Toppi also feels these clarifications should have been made at the very beginning. Member Toppi states that the task force’s actions do not match what is stated in the resolution.

School Committee Member Richard Iannitelli explains that task force discussed an audit, however, they also discussed they were unable to get funding for the audit or someone to perform it. Mr. Iannitelli further explains that they did have an RFP. Mr. Iannitelli also explains that School Department completed an “audit”, although it was a little different, and it was free because a company was coming in to test the audit.

Mr. Iannitelli states that the School Department and the Town try to work together, and this is an issue that requires everybody to work together. Mr. Iannitelli questions if the Town will be doing an audit, if so, Mr. Iannitelli recommends using an RFP to control the narrative or you will not know what you will get.

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Town resident Paul Santucci states that where the group home is located on Cedar Swamp Road needs sidewalks. Mr. Santucci suggests that the council members reach out to the state delegation. Town Manager Rossi explains that the Town recently submitted a grant to install sidewalks from beyond the group home down to McDonald's.

Mr. Mecunas explains that while the task force comes off as angry, they are very passionate. Mr. Mecunas further explains that if they can help one child or one adult and they saw a task force where others felt inclusive, this is what they are striving for. Mr. Mecunas also explains that this is not political, and the task force is not trying to create new laws or get into anyone's business; they want everyone to feel safe.

Vice President Iannotti states that the task force has had two (2) years, yet has produced nothing. Vice President Iannotti further states that the task force may have reasons for that, however, it is a legitimate question to ask.

Member Kilduff states that this may be the fault of the previous council because they never had the meeting.

Vice President Iannotti states that department heads are being tied up and this task force consists mostly of department heads. Member Kilduff feels that this is worth tying up their time.

A Town resident states that it means a great deal to her that this task force exists, and it is important. This resident feels that the Town is being blamed for the actions of a very few people, and the Town consist of great people that do care about these issues and the reputation of the Town.

C. Current and Upcoming Projects.

Member Kilduff suggests posting a survey on the Town's website giving residents the capability to answer questions the task force creates. Mr. Caisse states that the hard part will be developing the survey, and asking the questions the right way.

C. Adjournment.

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

Meeting adjourns at 7:09 p.m.

Town Clerk

**MINUTES OF SMITHFIELD TOWN COUNCIL
ECONOMIC DEVELOPMENT COMMISSION
WORK SESSION**

Date: Tuesday, April 11, 2023

Place: Smithfield Town Hall

Time: 7:00 P.M.

Present:

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

EDC Member Bobby Nikolopoulos
EDC Chair Stefanie D Howell
EDC Member Donna Keegan
EDC Member Patricia Maiorisi (Alternate)

A. President Lawton calls the April 11, 2023 Work Session to order at 7:00 p.m.

B. Emergency Evacuation and Health Notification.

C. Discussion Items:

A. EDC Commission Goals.

President Lawton explains that there are new town council members, and they are here to discuss with the EDC new goals to be achieved.

EDC Chair Stefanie Howell states that a goal of the EDC this year will be consolidating information with structure, and getting the word out about all the things the EDC offers and how to make the right connections between groups.

Town Manager Rossi states that he would like to improve how the Town attracts new businesses. Member Nikolopoulos suggests working out a proper budget will help facilitate these needs. Town Manager Rossi also states he would like to the funds to be allocated to helping the businesses. Town Manager Rossi suggests combining the Conservation Commission with the EDC.

Chair Howell would like to see an updated Town brochure, featuring Town demographics, different types of transportation, types of educational opportunities in Town, etc. Chair Howell feels this would help with reconnecting with the Commerce Department and networking, which is currently lacking, and would lead to rebuilding and reworking those relationships.

Member Nikolopoulos would like to see a more accessible Town Council member, as

a liaison in order to get answers quickly, to get approval or as a sounding board for logistical issues. Member Kilduff states he is the council liaison for the EDC and will have a more hands on approach going forward.

Member Toppi would like to see annual reports brought to the Town Council as deemed by the Town ordinance, so that they may see the end results for all the work being put in.

EDC Member Keegan would like to see an improvement in public transportation, this limits the workforce being available from out of town as well as visitors coming from out of town to visit Smithfield. The schedule is not conducive to workers or visitors as the last bus is early in the evening.

EDC Member Nikolopoulos would like to see improvement in the traffic flow/speed, it would be safer and bring more attention to local businesses.

Chair Howell would like to be involved with the Town calendar of events so that the EDC can have more of a presence at those events.

B. Ways to Improve the Commission.

Chair Howell states that at the Strategic Planning Development meeting, held by the School Department, the schools expressed connecting more with the local businesses. President Lawton questions how other businesses, besides restaurants can engage with the schools. President Lawton suggests a professional day where representatives of local businesses visit the schools and have the students prepare questions about the business and the job.

President Lawton states that there is a great deal of the EDC's focus is on restaurants, therefore, there should be more of a concerted effort to broaden that scope.

EDC Member Keegan states that there are things that the EDC could be doing and haven't done yet, and she suggests that the EDC be an intermediary between the businesses and the Town. EDC Member Keegan further states that sometime when businesses come to Town, they are unaware of the programs and avenues to help their available to help them, or they just don't know that the EDC exists to assist. EDC Member Keegan also states they could have information at the ready.

EDC Member Maiorisi suggests that the EDC could reach out to the licensing office at the Town Hall and work with them in reaching out to the new businesses, welcoming them, and asking if they need help and pointing them in the right direction for assistance. EDC Member Maiorisi feels this could alleviate the feeling of being alone in the community, they would feel like the EDC is connected with them and willing to help and promote their business.

Chair Howell states she is looking forward to the new website and the content management system, which will help with streamlining the information.

EDC Member Keegan would like to see a small business fair so businesses could show their wares, and residents could see what is offered. EDC Member Keegan feels this could lead to promoting the businesses and compiling a business database by type of business available.

C. Current and Upcoming Projects.

Member Kilduff commends the EDC for the Passport Program, but the execution was not great, lacked some logistics, and inquiries. Member Kilduff questions if the EDC will want to do this program again. Chair Howell agrees and their goal is to figure out the logistics to keep this moving forward. Chair Howell explains that the EDC is looking for support in how to execute this more efficiently and effectively.

Member Kilduff suggests the idea to have an event similar to St Mary's Church feast, which includes multiple day setup of vendors in the Town or a food truck night type event where the local restaurants are featured and set up in conjunction with the EDC. Chair Howell states they have are interested in this idea, with the exception of finding the right time of year, discussion regarding this also included a Harvest Festival or a cook-off has also been considered.

EDC Member Keegan states that she and Member Maiorisi are considering revamping the entire Passport Program to make it more user friendly.

Town Manager Rossi states that he and Member Toppi have discussed the idea of holding another business forum and want to do that in conjunction with the EDC. Town Manager Rossi further states that the EDC would scout that forum and see what the businesses need from the Town. Member Tassoni suggests that could be a story with the Smithfield Times.

Town Manager Rossi also states that the forum being discussed would hopefully be scheduled quarterly or at least semi-annually. Chair Howell would want them to be more educational, highlight specific programs if affecting businesses seasonally, etc. Town Manager Rossi explains that he would like to see this involve the Commerce Department, Northern RI Chamber, which would help in gaining a statewide perspective. Town Manager Rossi further explains that the goal is to facilitate what the businesses need from the EDC and the Town itself. Town Manager Rossi indicates if that means help recruiting, training or grant programs, the Town will better understand what they need and do as much as possible.

Town Manager Rossi, the Town Council and EDC agree to Wednesday, June 7th at 6:30pm for the business forum.

C. Adjournment.

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

Meeting adjourns at 8:15 p.m.

Town Clerk

Transcribed by: Katie Closson

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, April 18, 2023

Place: Smithfield Town Hall

Time: 7:00 P.M.

Present:

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

-
- I. President Lawton calls the Tuesday, April 18, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.**
 - II. President Lawton offers a prayer.**
 - III. Salute to the flag.**
 - IV. Emergency Evacuation and Health Notification**
 - V. Presentations:**

A. Recognition to Local 57 for Whipple Field Renovations

Member Tassoni explains that the Local 57 has never denied any requests he has made of them, and they deserve to be recognized for all of their accomplishments and everything they have done for the Town. Member Tassoni presents James White with a home plate recognizing them for their ongoing support for the Town. Member Tassoni also thanks the members of the Local 57 performing the work he requested.

B. USEPA Update on Davis Liquid Waste Site.

U.S. EPA Remedial Project Manager Joseph Cunningham gives the members a brief history/timeline of the Davis Liquid Waste Site (see attached documentation). Mr. Cunningham reminds the members that this is a relatively rural area where the majority of residents are on private wells, and any contamination in the area risk getting into wells.

Member Toppi states that based on the presentation, some residents are protected from the majority of the ingestion of contaminants. Member Toppi questions which contaminants are they not protected from. Mr. Cunningham explains that there are a few residences that chose not to be connected to the waterline, and EPA cannot force anyone to connect to the waterline and stop using their well. Mr. Cunningham further explains that there are currently four (4) residences that are not connected to the waterline for various reasons such as they do not want public water or do not want to pay the water bill.

Member Toppi questions if these residents are protected because they are not connected to

waterline. Mr. Cunningham explains that those four (4) residents would likely not be protected historically, however, the size of the plume has significantly decreased since the installation of the waterline. Mr. Cunningham further explains this is because of the soil and source removal, which dilutes and moves off site. Mr. Cunningham also explains that the EPA monitors two (2) of the properties, however, there are contaminants present, but they are below federal and state standards.

Vice President Iannotti questions if the plume line, which is growing, going into areas that do not have municipal water. Mr. Cunningham explains that the plume line is not growing, however, the ground water is flowing north and reached a point where it is at a steady state where biodegradation and dilution are at the northern fringe, and that is balanced by the new material moving forward. Mr. Cunningham further explains that barring any major hydrological change at the site, the EPA would not expect it to move much further north than it is currently. Mr. Cunningham also explains that the properties north of that plume are on the waterline, and if the plume were to move north by a significant margin, those residents would still be protected because they are on the waterline.

Member Tassoni questions if the EPA has had discussions with those residents not connected to the waterline to find out why they are not tied into the waterline. The former Project Manager Daryl Lucey explains that when contacted in person, most residents did not answer the door, and residents were contacted via mail letting them know that they would benefit from tying into the water line and that they would only have to pay the water bill, and the EPA cannot force them to tie in. Mr. Lucey feels the main reason for not tying in was a matter of paying the water bill.

Member Tassoni states that running a 100' waterline to a residence would be an enormous cost. Member Tassoni proposes that the EPA contact the four (4) individuals if, in fact, there was funding available that they would tie in.

Member Tassoni questions the type of data the EPA is collecting. Mr. Cunningham explains that later this summer the EPA will reassess and do community outreach in that area. Mr. Cunningham believes that one (1) resident is still on the groundwater monitoring system, which is where the responsible parties' contractor takes a sample of their water. Mr. Cunningham further explains that this is included as a data source.

Mr. Cunningham also explains that the way the funding and law are structured, if not accepted when it is first offered, the funding goes away. Mr. Cunningham states that the EPA and the State of Rhode Island does not have a mechanism to make the final connection because when they refused the final connection in 1993 they gave up their right to EPA paying the cost.

Member Tassoni states that they did not give up the right of the new home owner. Mr. Cunningham states that the right of the new home owner's right was also taken away. Member Tassoni questions if the EPA or the Town have signoffs from these residents because if something should happen, the Town would get sued. Town Solicitor Gallone explains that this needs to be looked into.

Vice President Iannotti questions the cost of making the final connection. Mr. Cunningham explains that if the waterline is in the basement, and not connected to the home plumbing, a meter would need to be installed and connect it to the home plumbing. Mr. Cunningham further explains it would be significantly less than \$20,000. Mr. Cunningham also explains that they can speak with the EPA site attorney to reach out to the Town with regard to the legal logistics.

Mr. Cunningham states that the following data is collected bi-annually: contaminant concentrations and basic water chemistry. Mr. Cunningham further states that risk assessors review the data and develop cancer risk factors or hazard indexes to show how likely someone is to get cancer or another illness from exposure. Mr. Cunningham also states that there are standards: 1 in 1,000,000, and if it exceeds this rate, it would be considered a problem, and if below this rate, it would be closely monitored to ensure the data is correct. Mr. Cunningham explains that the risk assessor looks at if someone lives near this or the air they breathe, and an assessment is made by upon the data.

Member Toppi questions what the contaminants are. Mr. Cunningham states the contaminants are Trichloroethylene and benzenes which are solvents and things that make up oil.

Member Tassoni expresses his concerns about the cancer issues because of the dumping of metals on this side of the Town. Member Tassoni suggests keeping a tally so see if there are spikes in this particular area. Member Tassoni states it is not just a water issue; there are a host of different things to be concerned about.

VI. Minutes:

- A. Move that the minutes of the March 21, 2023 work session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the March 21, 2023 work session meeting be approved as recorded. **Motion is approved by a 4/0 vote. Member Kilduff abstains.**

- B. Move that the minutes of the April 4, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Donna Keegan, Keith Christensen, and Beverly Tobin for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the April 4, 2023 executive session be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

- C. Move that the minutes of the April 4, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti that the minutes of the April 4, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

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

Motion is made by Vice President Kilduff, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Beverly Tobin to the Historic Preservation Commission with a term expiring in February of 2024. **Motion is approved by a unanimous 5/0 vote.**

B. Personnel Board reappointment with a term expiring in March of 2026.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Keith Christensen to the Personnel Board with a term expiring in March of 2026. **Motion is approved by a unanimous 5/0 vote.**

C. Economic Development Commission with a term expiring in March of 2026.

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby reappoints Donna Keegan to the Economic Development Commission with a term expiring in March of 2026. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Conduct a public hearing to consider a request for abandonment of a portion of the Pine Drive right of way.

President Lawton declares the public hearing open.

Paul McCarthy of 16 Pine Drive explains that this is a dirt road connecting the back of Pine Drive and Mowry Drive and it is not maintained by the Town. Mr. McCarthy further explains that he has lived there for approximately twenty (20) years, and he has been maintaining it.

Mr. McCarthy also explains that a neighbor sold him a ¼ acre lot which abuts this property. Mr. McCarthy would like to absorb this property into his current property and pay the taxes associated with it.

Mr. McCarthy states that delivery trucks speed down this street, and it has become a safety issue.

Member Tassoni questions who pays the taxes. Mr. McCarthy states that no one pays the taxes associated with this property.

Member Tassoni also questions Mr. McCarthy's plan for this property. Mr. McCarthy states that he does not have a plan, however, he wants assurance that he will have the ability to close it off if he so chooses.

Member Toppi questions the main reason for this abandonment. Mr. McCarthy states that over the past several years the trucks speed down this street and there are children in the back, occasionally dirt bikes speed down the street, and the property has also become overgrown. Mr. McCarthy further states it is a safety issue.

Member Toppi questions if Mr. McCarthy would still allow his neighbors to walk their dogs there if the council approves the abandonment. Mr. McCarthy states that he has no issue with his neighbors walking their dogs there.

Town Planner Michael Phillips explains that he spoke with the Public Works Director Gene Allen because of plowing, and he has plowed Pine Drive, however, he does not use the street he plows straight. Planner Phillips further explains that Director Allen stated it would be nice to have an area on the Pine Drive side to turn around on a hammerhead if the council votes in favor of the abandonment. Planner Phillips also explains that Director Allen indicated the Town has not maintained this area in years.

Planner Phillips states that he is not sure if this street meets the standards of abandonment because it is being used by delivery trucks and this needs to be considered. Solicitor Gallone states that legally this street needs to cease being useful to the public.

Member Kilduff questions why the Town has not been maintaining this street if it is used by delivery trucks. Planner Phillips explains that after reviewing the deeds, there is no reference to this street being accepted by the Town, and some of the deeds refer to an unnamed street. Planner Phillips further explains that aerial photos from the 1950s show this street was graveled, therefore, it appears that the Town developed this roadway.

Member Kilduff questions if the council does not approve the abandonment, would that then allow for the DPW to maintain it. Planner Phillips believes that the Town would have to take responsibility for maintaining it.

Planner Phillips states that discussion took place with the attorneys to determine if this is a Town owned right-of-way, and it was found that this property was platted and referred to as an unnamed street in the deeds.

Member Toppi asks Planner Phillips for his recommendation. Planner Phillips states that since delivery trucks use this street, it is difficult to say it is not being used by the public.

Member Tassoni questions if the abandonment is approved, how delivery trucks would be able to use it if it is closed. Planner Phillips explains that they will back up in other people's driveways.

President Lawton states this street is passable, however, if the Town takes it over it will need to be maintained and signage will need to be posted.

Member Toppi questions how much the taxes would be. Planner Phillips explains the cost would be minimal because it is a small area.

Kurt Oosterman of 8 Pine Drive supplies the members with photos of delivery trucks on that street. Mr. Oosterman further states that he is not in favor of the abandonment because of safety service concerns as it is a tight corner and there is no access to hydrants. Mr. Oosterman also states that the abandonment would limit access to the Pine Drive side leading to cutting through someone's property.

Mr. Oosterman explains that an abandonment would make Pine Drive and Mowry Drive very limited and dead ends.

Mr. Oosterman expresses his concerns about future utilities. Mr. Oosterman also expresses his concerns about trucks backing up where there are children.

Marianne Currie of 8 Pine Drive states that she is not in favor of the abandonment, and she presents the council with a petition signed by those neighbors that were unable to attend this evening's meeting. Ms Currie expresses her safety concerns due to delivery trucks, children, and emergency services. Ms. Currie feels that an abandonment will lead to limited access putting the residents at risk and devoid of public safety.

Member Tassoni questions if Director Allen is fine with taking care of this street. Planner Phillips explains that there are numerous paper roads in Town where the ownership is uncertain, and more research needs to be done. Planner Phillips further explains that the DPW would need to make the street more passable.

Lisa Caestino who lives adjacent to Pine Drive on 181 Log Road, explains that she is against abandoning this street. Ms. Caestino further explains that as a legally blind person, Log Road is a dangerous road to walk on. Ms. Caestino further that she is a dog sitter, and walks the dogs via the neighbor's backyard. Ms. Caestino also explains that it is a short distance to the nursing home. Ms. Caestino states this is a personal reason why she is not in favor of the abandonment.

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

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby deny the request abandon a portion of Pine Drive right of way as shown on the attached map and provide notice as provided by R.I.G.L. **Motion is approved by a unanimous 5/0 vote.**

- B. Conduct a Public Hearing to consider, discuss and act upon approving the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Café", located at 55 Douglas Pike, to Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Café", to include outdoor seating and bar service, same location due to a transfer of stock shares, as applied, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, a Certificate of Good Standing from the RI Division of Taxation and signature of the owner of premises.**

President Lawton declares the public hearing open.

Town Clerk Antonuccio states that she has not yet received the outstanding items, however, this transfer can be approved subject to receiving those items.

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 approve the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Café”, located at 55 Douglas Pike, to Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Café”, to include outdoor seating and bar service, same location due to a transfer of stock shares, as applied, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, and pending a Certificate of Good Standing from the RI Division of Taxation and signature of the owner of premises. **Motion is approved by a unanimous 5/0 vote.**

IX. Licenses:

A. Consider, discuss and act upon approving the annual renewal of seven (7) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, 371 Putnam Pike**
- 2. BG Retail, LLC d/b/a “Famous Footwear #3637”, 371 Putnam Pike**
- 3. Cellco Partnership d/b/a “Verizon Wireless #161132”, 371 Putnam Pike**
- 4. Dollar Tree Stores, Inc. d/b/a “Dollar Tree #4432”, 446 Putnam Pike**
- 5. Michael’s Stores, Inc. d/b/a “Michael’s Arts & Crafts #2703”, 371 Putnam Pike**
- 6. Quicket’s, Inc. d/b/a “Quicket’s”, 285 George Washington Highway**
- 7. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit 550**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the annual renewal of seven (7) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, Highway 371 Putnam Pike**
- 2. BG Retail, LLC d/b/a “Famous Footwear #3637”, 371 Putnam Pike**
- 3. Cellco Partnership d/b/a “Verizon Wireless #161132”, 371 Putnam Pike**
- 4. Dollar Tree Stores, Inc. d/b/a “Dollar Tree #4432”, 446 Putnam Pike**
- 5. Michael’s Stores, Inc. d/b/a “Michael’s Arts & Crafts #2703”, 371 Putnam Pike**
- 6. Quicket’s, Inc. d/b/a “Quicket’s”, 285 George Washington**
- 7. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit 550**

Motion is approved by a unanimous 5/0 vote.

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

- 1. Kimberly A. LaPierre d/b/a “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18**

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

1. Kimberly A. LaPierre d/b/a “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18

Motion is approved by a unanimous 5/0 vote.

C. Consider, discuss and act upon approving the annual renewal of three (3) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. Kimberly A. LaPierre working at “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18**
- 2. Robin Tanguay working at “Radiance MFR”, 6 Battey Drive**
- 3. William M. Bradley working at “Body Grateful Day Spa”, 10A Cedar Swamp Road**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of three (3) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss and act upon approving the annual renewal of one (1) Peddler’s License, as applied, subject to compliance with all State regulations and local ordinances.

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

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

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

Motion is approved by a unanimous 5/0 vote.

X. Old Business: None.

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of twelve thousand, four hundred, eighty-three dollars and zero cents (\$12,483.00) with funds available in the Bryant Capital Contributions Fund.**

Police Chief Richard St. Sauveur explains that approximately one (1) year ago the Police Department transitioned from a VHF frequency to the 800 MHz system, which is working well and has improved the radio transmissions tremendously. Chief St. Sauveur further explains that when making the transition, the department anticipated a reduction in signal strength within buildings.

Chief St. Sauveur also explains that the department has had ample time to assess the reduced signal in buildings throughout the Town, in particular, some of the schools. Chief St. Sauveur states that the remedy to this issue would be upgrade the portable radios with a Wi-Fi flash upgrade, which will enable the department to work off a building's Wi-Fi.

Member Kilduff questions if a building's log in credentials will be necessary. Officer Gary McDole explains that there is a hidden Wi-Fi network, which is a secure access network that would have to be installed in the buildings. Officer McDole further explains that the radios would pick up that signal, which is similar to how a cellphone works with Wi-Fi calling.

Member Tassoni questions how old the current radios are. Chief St. Sauveur explains that they are a little over a year old.

Member Toppi questions if the department is on 3G, 4G or 5G. Officer McDole explains that every surrounding agency is on RISCION, however, it is not cell based at this time. Officer McDole further explains that the radios do not "tap into" cellular, however, the system is built for future expansion.

Vice President Iannotti questions how the Bryant Capital Contributions Fund works. Town Manager Rossi explains that this is an "in-lieu of taxes" fund where the Town charges for each run going to Bryant University. Town Manager Rossi further explains that there is a set CPI rate and those funds are put aside for the police/fire department.

Member Toppi questions if this option was available originally. Officer McDole explains this is a new item which had extension testing before them rolling it out.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorizes the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of \$12,483 with funds available in the Bryant Capital Contributions Fund. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for construction services for the Boyle Athletic Complex at the Smithfield High School subject to review and approval by the Solicitor.

Town Manager Rossi explains that this item was approved by the Boyle Athletic Committee, as well as, the School Committee. Town Manager Rossi further explains that this RFP will keep the Town on its timetable for construction at the end of May or beginning of June, and the field installed by the end of November.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the Smithfield School Department to advertise the Request for Proposal (RFP) for construction services for the Boyle Athletic Complex at Smithfield High School subject to review and approval by the Solicitor. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for replacement rooftop HVAC units subject to review and approval by the Solicitor.

Town Manager Rossi explains that item is to replace the rooftop HVAC units and ventilation at the high school, and approval was given to purchase the units.

Member Tassoni questions the age of the current units. Town Manager Rossi believes they are the original units.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorizes the Smithfield School Department to advertise this RFP for replacement rooftop HVAC units subject to review and approval by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for a High School Athletic Trainer.

Town Manager Rossi explains that position is requested every couple of years, and the Town advertises an RFP on behalf of the School Department. Town Manager Rossi further explains that trainer attends all of the sporting events.

Member Toppi questions if this is a new position. Town Manager Rossi explains it is not a new position, however, it is outsourced, and the timeframe for their agreement is over.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for a Smithfield High School athletic trainer. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for snow removal.

Town Manager Rossi explains that an RFP for snow removal is every three (3) years, and the current contract will expire at the end of June.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for snow removal. **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for Innovation Learning Lab STEM/STEAM equipment.

Town Manager Rossi explains that this will expend the children's learning lab area and meets the curriculum for STEM/STEAM.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for Innovation Learning Lab STEM/STEAM equipment. **Motion is approved by a unanimous 5/0 vote.**

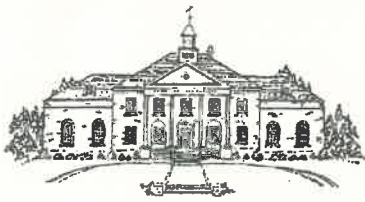
XII. Public Comment. None

XIII. Adjournment.

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

Meeting adjourns at 8:20 p.m.

Town Clerk



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

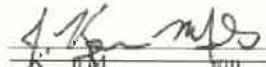
Anthony E. Ciacciarelli, Member

April 20, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM:


J. Kevin McNelis, Chairman, Smithfield Sewer Authority

RE: Sewer Authority
Sewer Usage Billing Rate Study Recommendation
FY24 Recommendation of Rate Adjustment

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 during the next 5-year cycle.

Based on the findings of the Sewer Fund Financials, the Consultant's recommendation is to increase the FY24 Sewer Use Billing service charge to \$425 annually. The recommended increase is proposed to remedy the direction of the structural deficit while recovering the Reserve Fund Balance to 70% to 80% of the operational budget within the 5-year period. The recommended sequential increases are the best-fit, fiscally responsible manner in tandem with quarterly billing to restore and maintain a reliable fund balance for continuity of the Sewer Enterprise Fund services.

Moved: *The Smithfield Town Council hereby authorizes a 5-year sequential sewer use billing increase, starting with a rate charge of \$425 in FY24 which includes \$25 annual rate increases out to FY28.*

Enclosures: Public Hearing Ad for Sewer Usage Rate Adjustment
Town Engineer 03/17/2023 memo to Sewer Authority
NBC 2022 Sewer Use Rate Survey
Berry-Dunn Sewer Rate Analysis Report

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., SSA Legal Counsel
Kevin Cleary, PE, Town Engineer

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING**

Public Hearing Date: Tuesday, May 2, 2023
Time: 7:00 p.m.
Place: Smithfield Town Hall, 64 Farnum Pike, 2nd Floor

Sewer Usage Billing Rate Recommendations for the Fiscal Year 2024

The public is welcome to any meeting of the Town Council or its subcommittees. 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.

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, 64 Farnum Pike, Smithfield, RI 02917, 401-233-1041. The administrative recording containing all documents on file 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.

By order of the Town Council:

Lyn Antonuccio, MPA, CMC
Town Clerk

Not part of ad:

Advertisement to run in the Valley Breeze-Observer on **Thursday, April 13, 2023 & April 20, 2023**. Please provide a draft and cost of ad to Town Clerk Lyn Antonuccio, 233-1000, ext. 111. Thank you.

Copies to: Town Manager
Town Solicitor



Town of Smithfield MEMO

March 17, 2023

TO: Smithfield Sewer Authority
DEPT:

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

2022 Annual Rhode Island Residential Sewer User Charge Survey



The Narragansett Bay Commission would like to thank the communities that participated in this year's Residential Sewer User Charge Survey.

The results of the survey are shown in the table below. Please note that the annual residential sewer user charges are for a single-family home with water usage of 73.2 HCF (150 gpd). The average residential annual sewer user charge for participating Rhode Island cities and towns is \$686.

2022 Annual Rhode Island Residential Sewer Charges	
(Fee Based on 73.2 HCF)	
New Shoreham	\$1,930
Jamestown	\$1,389
Newport	\$1,276
Quonset Point	\$991
Middletown	\$942
East Greenwich	\$835
East Providence	\$815
Burrilville	\$615
Bristol	\$580
North Smithfield	\$528
Barrington	\$527
Warwick	\$521
NBC Service Area	\$519
Cranston	\$459
Woonsocket	\$421
Narragansett	\$400
Smithfield	\$355
South Kingstown	\$350
Warren	\$327
West Warwick	\$311
Westerly	\$306
AVERAGE COST:	\$686

*Newport Includes Stormwater Fees



Town of Smithfield

Sewer Enterprise Fund - Sewer Rate Study Final Report



Submitted by:

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Submitted on:

March 17, 2023

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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

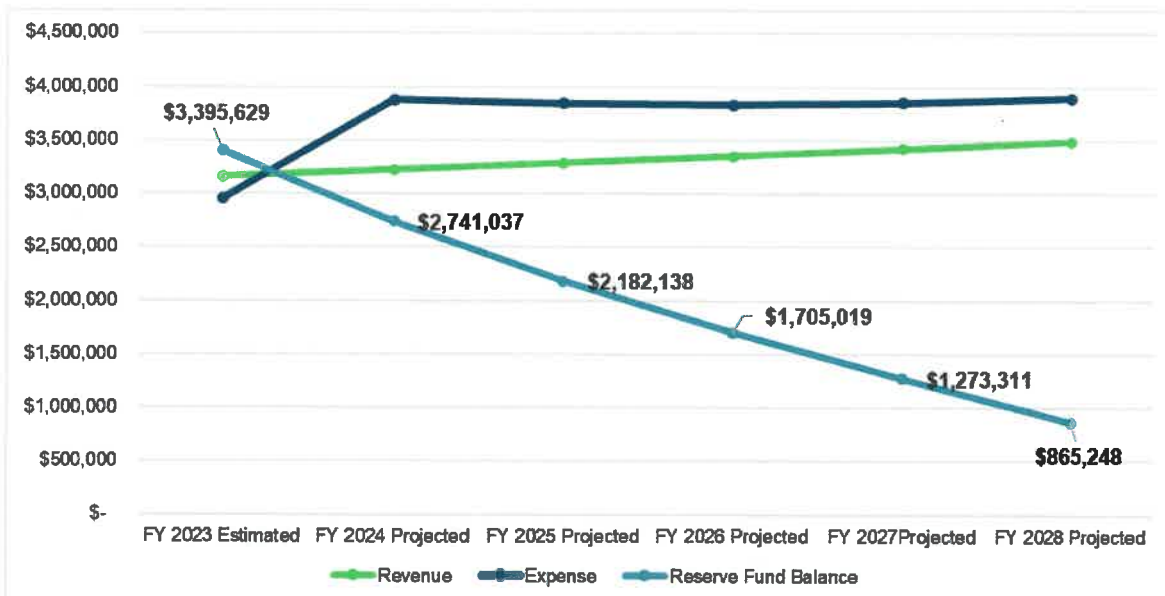
3.7 Sewer Reserve Fund: Unrestricted Fund Balance

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.

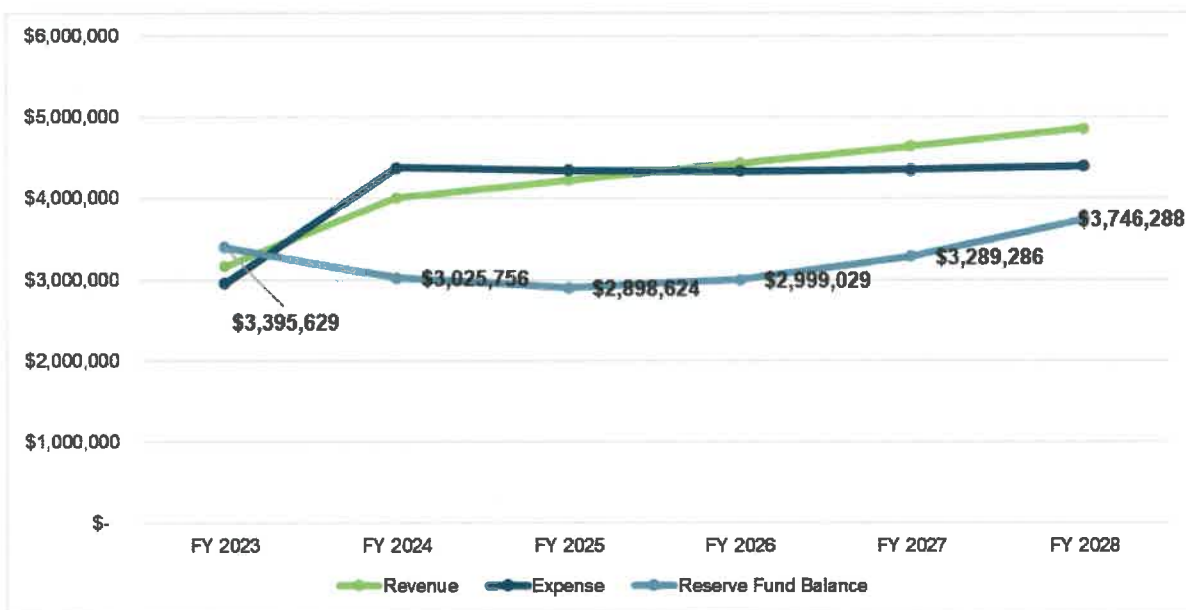
Figure 3.7.1: Sewer Reserve Fund Balance Projection FY 2024 – FY 2028 With No Rate Increase



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

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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	\$ 6,486
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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%

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



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



\$450 per UNIT				
FY 2025 Projected Revenues				
FY 2025 (Proposed)				
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

\$475 per UNIT				
FY 2026 Projected Revenues				
FY 2026 (Proposed)				
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

\$500 per UNIT				
FY 2027 Projected Revenues				
FY 2027 (Proposed)				
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

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



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



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



Debt Service Schedule

	Principal	Maturity Date	2023	2024	2025	2026	2027
Smithfield RIIB 2007	\$ 850,000	9/1/2022	\$ 64,226	\$ -	\$ -	\$ -	\$ -
Smithfield 2007A	\$ 60,000	9/1/2024	\$ 38,374	\$ 37,840	\$ 37,300	\$ -	\$ -
SRF Series 2012A	\$ 4,000,000	9/1/2032	\$ 248,078	\$ 247,265	\$ 246,959	\$ 247,222	\$ 247,186
SRF Series 2013A	\$ 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



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

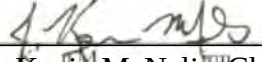
Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

April 24, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM: 
J. Kevin McNelis, Chairman
Smithfield Sewer Authority

**RE: Narragansett Bay Commission – Sewer Users in Smithfield
Ordinance 294-17; Computation – Draft Ordinance Amendment
Request to schedule Public Hearing**

Honorable Town Council;

Enclosed please find a recommendation for authorization to charge sewer usage rate fees in the 2023 invoice to certain applicable properties within the Smithfield sewer collection system that receive treatment services from the Narragansett Bay Commission (NBC).

In consideration of the support material included with this memorandum, the Sewer Authority recommends consideration the identified properties, which do not receive sewer treatment services from Smithfield, but convey through parts of the Town's piped system, be charged 35% of the annual applicable sewer usage charges each fiscal year into the future.

At this time the Sewer Authority is requesting the Town Council consider scheduling a Public Hearing to consider the draft amendments to Chapter 294-17 of the Code of Ordinances, title Sewer-Computation.

Moved: The Smithfield Town Council hereby schedules a Public Hearing for June 6, 2023 to consider and act upon requested amendments to Ordinance 294-17, Sewer Computation.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer
Sharon Gilmore, Finance Dept.

Enclosures: Draft Ordinance 294-17; Sewers; Computation
Draft Public Hearing Notice
12/16/2022 Sewer Authority Memorandum of Recommended NBC User Rate Adjustment

Proposed Ordinance 294-17 A.13 – Computation

(13) Sewer users connected to parts of the Smithfield Sewer Collection System that receive sewer outside sewer treatment services by the Narragansett Bay Commission shall be charged and annual sewer use equal to 35% of the computed applicable sewer use rates, plus any applicable Industrial Pretreatment Program fees or other municipal sewer use charges that may be imposed.

DRAFT

§ 294-17. Computation. [Adopted 11-22-1977; amended 4-2-1991; 4-16-1996; 3-18-2008; 5-5-2009]

A. Generally. Sewer user charges will be as follows:

- (1) Each single-family dwelling shall be charged at the rate of one unit.
- (2) Each multi-dwelling building shall be charged at the rate of one unit for each dwelling unit and/or apartment unit.
- (3) Rooming houses, tourist homes, hotels and motels shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (4) Restaurants, taverns, bars, grills, lodges, fraternal, charitable and religious organizations that maintain facilities for the preparation and serving of food and/or beverages shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (5) Gasoline service stations and automotive sales and/or repair premises shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (6) So-called car washes or other real premises devoted exclusively to the washing of automotive vehicles by manual, semiautomatic or automatic means shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (7) Lodges, charitable organizations, corporations or associations organized and conducted principally to enable members to meet for divine worship shall be charged at the rate of one unit, unless otherwise chargeable under Subsection A(4) above.
- (8) Laundromats containing manual, semiautomatic, automatic or coin-operated washers, dryers or extractors shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (9) Dry-cleaning establishments, whether a portion of facilities devoted to the normal operation of a laundry or laundromat or a premises devoted exclusively to manual, semiautomatic or coin-operated cleaning of wearing apparel in machines not using water as the cleaning agent, shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (10) Public or private schools, and governmental installations, shall be charged an equivalent number of units based on metered water consumption.
- (11) Commercial establishments, including but not limited to retail stores, wholesale distributors, light manufacturers, industrial plants, business operations, barber and beauty shops, banks, post offices, funeral homes, professional and business offices, lunch bars and other types of business enterprises not otherwise described in this section shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (12) The Town reserves the right to assess charges for use of the sanitary sewer system by contract in the event a customer does not fall within any of the above classifications.
- (13) Sewer users connected to parts of the Smithfield Sewer Collection System that receive sewer outside sewer treatment services by the Narragansett Bay Commission shall be charged and annual sewer use equal to 35% of the computed applicable sewer use rates, plus any applicable Industrial Pretreatment Program fees or other municipal sewer use charges that may be imposed.

TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING

Public Hearing Date: Tuesday, June 6, 2023
Time: 7:00 p.m.
Place: Smithfield Town Hall, 64 Farnum Pike, 2nd Floor

Sewer Computation – Ordinance Amendment; Sec. 294-17

The public is welcome to any meeting of the Town Council or its subcommittees. 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.

The *Draft Sewer Computation Amendment to Ordinance 294-17* can be viewed on the Town's website at: www.smithfieldri.com or by contacting the Engineering Department, 64 Farnum Pike, Smithfield, RI 02917, 401-233-1041. The administrative recording containing all documents on file 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.

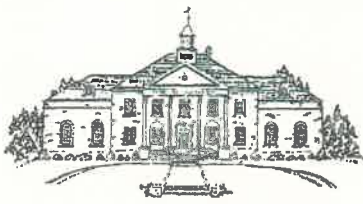
By order of the Town Council:

Lyn Antonuccio, MPA, CMC
Town Clerk

Not part of ad:

Advertisement to run in the Valley Breeze-Observer on **Thursday, May 25, 2023 & June 1, 2023**. Please provide a draft and cost of ad to Town Clerk Lyn Antonuccio, 233-1000, ext. 111. Thank you.

Copies to: Town Manager
Town Solicitor



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 Catarina, Secretary

December 15, 2022

MEMORANDUM

TO: Smithfield Town Council

FROM: 
J. Kevin McNelis, Chairman
Smithfield Sewer Authority

RE: **Narragansett Bay Commission – Sewer Users in Smithfield
Consideration of Adjusted Rate Structure**

Honorable Town Council;

Enclosed please find a recommendation for authorization to charge sewer usage rate fees in the 2023 invoice to certain applicable properties within the Smithfield sewer collection system that receive treatment services from the Narragansett Bay Commission (NBC).

In consideration of the support material included with this memorandum, the Sewer Authority recommends consideration the identified properties, which do not receive sewer treatment services from Smithfield, but convey through parts of the Town's piped system, be charged 35% of the annual applicable sewer usage charges each fiscal year into the future.

Moved: The Smithfield Town Council hereby authorizes an applicable 35% sewer rate charge schedule for the identified properties receiving treatment of sanitary sewer by the Narragansett Bay Commission.

Cc: *Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer
Sharon Gilmore, Finance Dept.*

Enclosures



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 Catarina, Secretary

November 9, 2022

MEMORANDUM

TO: Smithfield Sewer Authority

FROM: 
Kevin Cleary, PE, LSIT
Town Engineer

RE: **Narragansett Bay Commission – Sewer Users in Smithfield
Consideration of Adjusted Rate Structure**

Sewer Authority - 11/16/2022

Motion: Ernest Powers

Second: Louis Catarina

Vote: 3-0

Dear Sewer Authority Members;

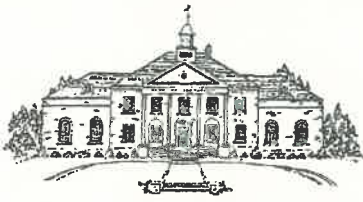
As a result of last month's sewer usage appeal the Sewer Authority forwarded a recommendation to reduce the sewer usage invoice for the 440 George Washington Highway (AP 48 Lot 6). The anomaly that brought the appeal to the Authority's consideration was due to an abnormal high annual usage invoice related to a water leak within the private property and ultimately coincided with the resulting number of sewer units being charged based on the water consumed at the site during the 2022 invoicing.

Given the irregularity and unlikelihood of this type of an incident to occur within this part of the Smithfield sewer system that contributes sewer flows to the Narragansett Bay Commission, it is incumbent upon the Sewer Authority to consider certain segments of sewer flows within the Town's system that discharge to that facility and the user charges within that component.

After review of applicable charges for services the Sewer Authority pays for sewer treatment and conveyance, a model indicates approximately 65% and 35% of the Authority's rate charges are applied, respectively. Further reviewing parts of the collection system where usage contributes to the NBC Facility, there are eleven (11) properties in Smithfield whereby the Authority is charging full user fees to connected properties which the Town does not provide the treatment services.

As such a recommendation to amend the sewer user rate structure for the identified eleven (11) properties is being proposed for consideration by the Sewer Authority and Town Council. As a result of the study completed by the Finance and Engineering Departments, it is recommended the identified eleven (11) properties, upon approval of the Town Council, receive a discounted sewer usage rate charge equal to 35% of the annual sewer invoice which is applicable to collection system conveyance costs only. If approved, each user fee account could be detailed as such and invoiced annually according to a revised rate structure in the next fiscal cycle.

The recommendation would not include any provisions to issue refunds in the current fiscal year or any previous fiscal years, but would fairly remedy the identified billing problems in subsequent fiscal year invoicing. Additionally, the Sewer Authority and Town Council should be aware the net result will be a loss of revenue on average of about \$7,800 (actual cost is subject to water consumption and annual applicable corresponding sewer charges). The \$7,800 loss of revenue would need to be absolved in the balance of sewer rate charges during the next fiscal cycle, as those funds are still required for minimum operational costs of the enterprise fund, beyond any other rate increases that may be forthcoming year to year.



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 Catarina, Secretary

Moved: The Smithfield Sewer Authority hereby recommends to the Town Council, the eleven (11) listed properties which are charged annual sewer usage from Smithfield and are provided sewer treatment services by the Narragansett Bay Commission be fairly charged thirty-five (35%) percent of the annual sewer usage invoice due.

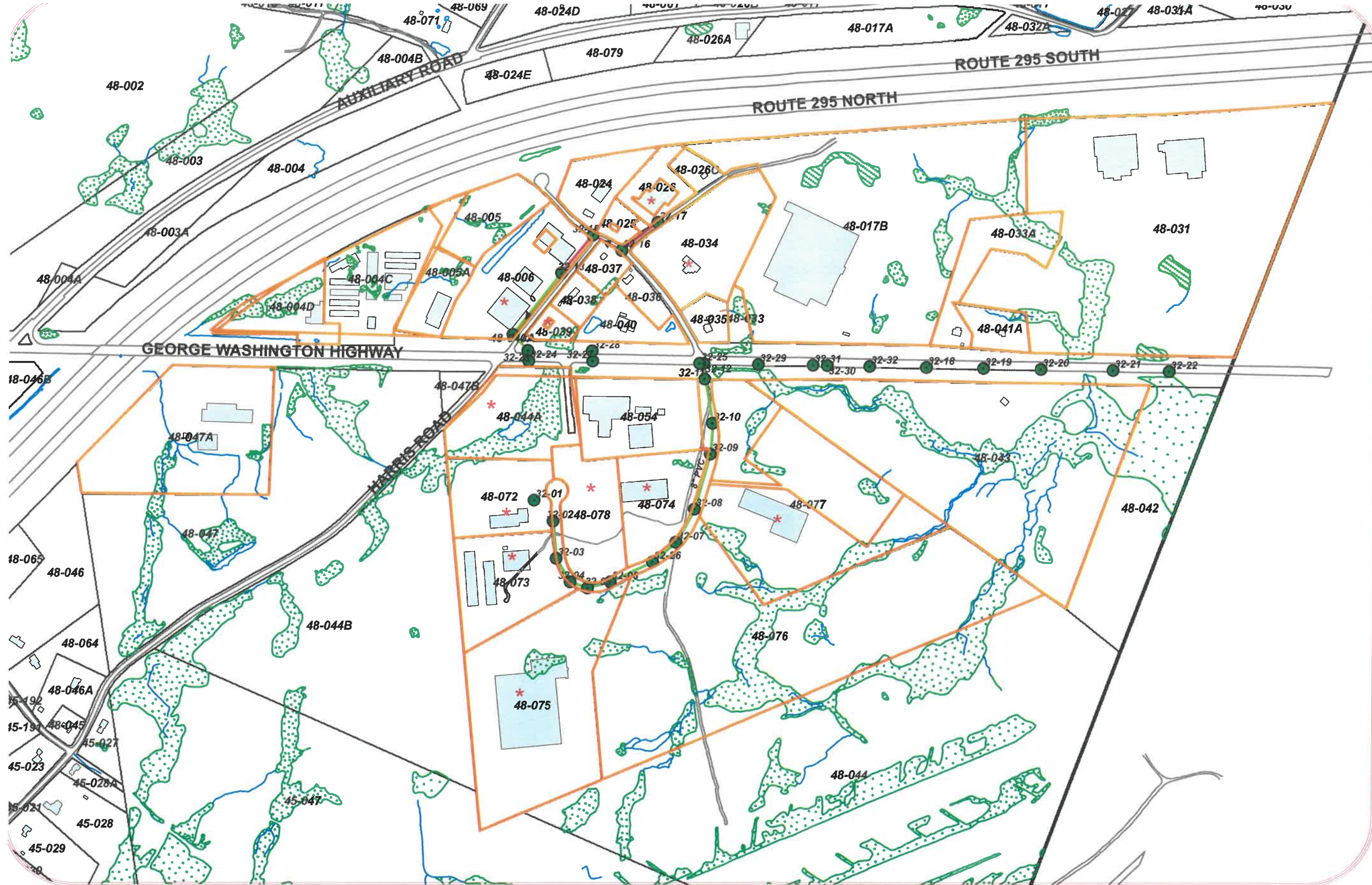
*Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Danielle Carey, Finance Director
Sharon Gilmore, Finance Dept.*

Enclosures: Map & Spreadsheet of Sewer Authority users into NBC district

No	AP	Lot	Address	Connected (Y/N)	Invoiced Sewer Usage (Y/N)	FY23 Billing	FY22 Billing	Current Ownership (08-2022)	Current Owner Address	Direct to NBC (Y/N)	Comments
1	48	4C	400 George Washington Highway No Town Sewer Permit	Y	N			AMSDALL STORAGE VENTURES 73 LLC	20445 EMERALD PARKWAY DR SW SUITE 220 CLEVELAND, OH 44135	Y	Pump System
2	48	4D	390 George Washington Highway No Town Sewer Permit	Y	N			ALCO PROPERTIES LLC	400 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	Pump System
3	48	5	34 Rocky Hill Road Vacant Land	N	N			COSTANTINO ALFRED A	PO BOX 17336 SMITHFIELD, RI 02917		Not connected
4	48	5A	420 George Washington Highway No Records in File		N			295 REALTY ASSOCIATES LLC C/O WILLIAM STAMP	1744 ATWOOD AVE JOHNSTON, RI 02919	Y?	Should be directly connected to NBC, via pump system
5	48	6	440 George Washington Highway No Town Permit	Y-02/08/2012	Y	\$9,750	\$3,000	HP SMITHFIELD LLC *New owner 2022	35 SUCCOTASH RD SOUTH KINGSTOWN, RI 02879		3 Building Units on the property, combined invoice
6	48	17B	490 George Washington Highway No Records in File	Y	N			FGX INTERNATIONAL INC	500 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	
7	48	24	21 Rocky Hill Road No Records in File	N	N			GTG PROPERTIES LLC	21 ROCKY HILL RD SMITHFIELD, RI 02917		Not connected
8	48	25	19 Rocky Hill Road CDM Smith Tie Card	N	N			PIRES BRIAN	19 ROCKY HILL ROAD SMITHFIELD, RI 02917		Not connected, but could be.
9	48	26	10 Reservoir Road CDM Tie Card - No Town Sewer Permit	Y-06/26/2009	Y	\$375	\$375	123 ASSOCIATES LLC	187 NORTH MAIN ST PROVIDENCE, RI 02903		Two units
						\$750	\$375				
10	48	26C	16 Reservoir Road RIDEM OWTS in File	N	N			MORIN LAURA AMORIN ARTHUR J	16 RESERVOIR ROAD SMITHFIELD, RI 02917		Not connected
11	48	31	550 George Washington Highway No Town Permit - Photos in File	y	N			BAR RI4 LLC	122 DOTY CIRCLE WEST SPRINGFIELD, MA 01089	Y	
12	48	33A	510 George Washington Highway No File		N			SILVA JORGE A ET UXSILVA MARIA C TE	510 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y?	Residential, if connected, is direct.
13	48	34	1 Reservoir Road	Y-05/27/2016	Y	\$375	\$375	CN WOOD REALTY SMITHFIELD LLC	1 RESERVOIR RD SMITHFIELD, RI 02917		
14	48	35	1 Rocky Hill Road No File		N			CLOSE LORRAINE A	1 ROCKY HILL RD SMITHFIELD, RI 02917	Y?	Residential, if connected, is direct.
15	48	36	12 Rocky Hill Road No File		N			12 ROCKY HILL RD LLC	PO BOX 254 GREENVILLE, RI 02828		Not connected
16	48	37	18 Rocky Hill Road CDM Smith Tie Card		N			SLADER DANIEL J	18 ROCKY HILL RD SMITHFIELD, RI 02917		Not connected, but could be.
17	48	38	411 Harris Road No Records in File		N			BELLEVEAU MARC H ET UXDONNA M TE	411 HARRIS ROAD SMITHFIELD, RI 02917		Not connected, but could be.
18	48	39	450 George Washington Highway	Y-12/30/2016	Y	\$375	\$375	LONG FAMILY REVOCABLE TRUST ET ALTHE CANAVAN FAMILY TRUST TIC	450 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917		
19	48	40	460 George Washington Highway No Records in File		N			GPM REALTY LLC	460 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y?	
20	48	41A	518 George Washington Highway No Records in File		N			MARTINS JOHN TRUSTTURMEL JAMIE & MARTINS VANI ALISON & MARTINS OLIVIA & PERETTI ROBERT TRUSTEES	197 WOODBURY ST PAWTUCKET, RI 02861	Y?	Residential, if connected, is direct.
21	48	43	515 George Washington Highway No Records in File		N			AND DEVELOPMENT LLC	100 MAIN STREET PAWTUCKET, RI 02860	Y?	Vacant Land

No	AP	Lot	Address	Connected (Y/N)	Invoiced Sewer Usage (Y/N)	FY23 Billing	FY22 Billing	Current Ownership (08-2022)	Current Owner Address	Direct to NBC (Y/N)	Comments
22	48	44A	475 George Washington Highway No Records in File		N			475 GEORGE WASHINGTON LLC	475 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917		Building Under Construction, check permit status. Not presently connected.
23	48	47A	395 George Washington Highway No Town Sewer Permit	Y	N			STATE OF RHODE ISLANDDEPARTMENT OF TRANSPORTATION	REAL ESTATE 2 CAPITOL HILL/ROOM 317 PROVIDENCE, RI 02903-1124	Y?	Should be directly connected to NBC, via pump system
24	48	54	455 George Washington Highway No Records in File		N			BRN JACKSON LLC	455 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	
25	48	72	23 Business Park Drive No Records in File		Y	\$3,000	\$1,875	SIENNA REALTY LLC	23 BUSINESS PARK DRIVE SMITHFIELD, RI 02917		
26	48	73	21 Business Park Drive No Records in File		Y	\$375	\$375	RI VENTURE GROUP LLC	7701 E TELECOM PKWY TEMPLE TERRACE, FL 33637		
27	48	74	10 Business Park Drive	Y-10/02/2008	Y	\$2,625	\$2,250	HOT AIR HOLDINGS LLC	10 BUSINESS PARK DR SMITHFIELD, RI 02917		
28	48	75	19 Business Park Drive No Town Permit	Y	Y	\$375	\$375	RUHLE & KERR ASSOCIATES LLC	1000 MALONEY CIRCLE BETHLEHEM, PA 18015		
29	48	76	13 Business Park Drive No Records in File		N			DEJANA REALTY OF SMITHFIELD RI LLC	490 PULASKI RD KINGS PARK, NY 11754		Vacant Land
30	48	77	9 Business Park Drive	Y-02/08/2012	Y	\$3,375	\$3,000	DEJANA REALTY OF SMITHFIELD RI LLC	490 PULASKI RD KINGS PARK, NY 11754		
31	48	78	20 Business Park Drive	Y-08/25/2020	Y			AJP REALTY LLC	1500 ELMWOOD AVENUE CRANSTON, RI 02910		Applicable Sewer Usage Charges retroactive back to 10/2020.

	<u>FY 23</u>	<u>FY 22</u>
Total invoiced amount	\$20,625	\$12,000
35% Charge for Collection Maint.	\$7,219	\$4,200
Delta = loss to sewer fund	-\$13,406	-\$7,800



- Legend**
- Veolia 2014 UGAM SMH
 - Sewer Manholes Located
 - Sewer Pipes Located**
 - <all other values>
 - PIPE_DIA**
 - 0
 - 1; 2; 3; 4
 - 6
 - 8
 - 10
 - 12
 - 15
 - 18
 - 21
 - 24
 - 30
 - 36
 - rivers
 - streams
 - wetlands
 - Road Name
 - Edge of Road
 - Easement 06-2021
 - Parcels 06-2021
 - Parcels 02-2020
 - town boundary

* Denotes Sewer Connection to Smithfield sewer system which is treated by Narr. Bay Comm.



DISCLAIMER: This map is not a product of a Professional Land Survey. It was created by Smithfield Engineering & GIS for general reference, informational, planning or guidance use and is not a legally authoritative source as to the location of natural or manmade features. The Town of Smithfield makes no warranty, express or implied, related to the spatial accuracy, reliability, completeness, or currentness of this map.

Smithfield Town Engineers Office
Sewer Authority - Narr Bay Comm
Sewer User Fund Charges
August, 2022

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on June 6, 2023 to consider and act upon amendments to Chapter 126 of the Code of Ordinance entitled “Animals” Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53, sponsored by Councilman John J. Tassoni, Jr.

Section 1. Chapters 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53 of the Smithfield Code of ordinances entitled “Animals” is hereby amended as follows.

§ 126-8 Nuisance abatement.

- A. The keeping or harboring of any dog, other animal or fowl, whether licensed or not, which by habitual, regular, prolonged and persistent howling, yelping, barking or other noise disturbs or annoys without provocation, a surrounding neighbor, upon verification of such ~~complain~~ exists nuisance by the Animal Control Warden is unlawful and is hereby declared to be a public nuisance; and each day shall constitute a separate offense.
- B. It shall be unlawful to allow or permit any animal to trespass on private or public property so as to damage or destroy any property or thing of value. The trespassing of any animal on private or public property is hereby declared to be a nuisance.
- C. Whenever it shall be affirmed in writing by one or more persons having separate residences or who are regularly employed in the neighborhood that any animal is a nuisance by reason of trespassing, howling, barking or other noise, damaging property, being vicious or by its actions potentially vicious, or in any other manner causing undue annoyance, without provocation, the animal control officer, if he/she finds such nuisance to exist, shall serve verbal or written notice upon the owner or custodian that such nuisance must be abated.
- D. If a dog growls, snaps at, runs after any person, runs after or chases any bicycles, motor vehicles, motorcycles, or any other vehicle being driven, the owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$50 plus applicable court costs.
- E. If a dog alone, in a pack, or in a park with other pets, bites or preys upon game animals, domestic animals, fowl, or human beings, the dog's owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$100 plus applicable court costs
- F. It shall be unlawful to allow or permit any animal to deposit feces on private or public property other than the property of the animal owner without immediately removing same. Any person that shall allow or permit any animal to deposit feces, without immediately removing same, on private or public property shall be punished by a fine of not less than \$50.00 nor more than \$75.00 for the first offense; not less than \$75.00 nor more than \$125.00 for the second offense; and not less than \$125.00 nor more than \$250.00 for the third and subsequent offense.
- (1) **Enforcement.** Any resident who witnesses a violation of the above section on their property or on a public sidewalk adjacent to their property may file a complaint with town animal control, providing all information necessary for a warning or citation to issue to the violator and promising to be available to testify in court should the complaint result in a citation being issued. The violator may receive a warning upon the first complaint. Upon the filing of a second or subsequent complaint against the same violator, a citation shall be issued, service of which shall be deemed sufficient if mailed to the last known address of the violator. For the purposes of penalties, it shall be deemed a first offense when the first citation was issued.
- G. It shall be unlawful to allow or permit any animal upon those public areas designated as sport playing, practice fields, playgrounds, beaches, or venues. Any violations shall be punished by a fine

of **Warning** for the first offense; not less than **\$50.00 nor more than \$100.00** for the second offense; and not less than **\$100.00 nor more than \$200.00** for the third and subsequent offense.

§ 126-10 **Investigation and right of entry.**

In the discharge of the duties imposed by this article, the Animal Control Warden or any police officer of this Town shall have the authority at all reasonable times to enter upon any premises outside of the curtilage of such premise (but such authority should not include the right to enter any residence on such premises) to examine a dog or other animal which is allegedly in violation of a provision of this article. Such officers shall have the further authority to take possession of any dog or other animal and remove it from such premises provided that such removal is necessary to protect the health and safety of the animal.

§ 126-16 **Penalties for violations.**

- A. Violations of the provisions of ~~this article~~ section § 126-14 or the written agreement executed pursuant thereto by an adopting party shall be punishable by a fine of \$50.00 for the first offense, \$150.00 for the second offense and \$400.00 for the third and subsequent offenses. Each and every incidence of noncompliance by an adopting party which continues un-remedied for 30 days after written notice of a violation hereunder shall constitute a subsequent offense and the attendant penalties will apply. Second and subsequent offenses may constitute grounds for seizure and forfeiture of the dog or cat, which seizure will be conducted by the Animal Control Warden or a police officer for the city or town in which the adopting party resides, and the seized animal will be returned to the animal shelter from which it was adopted, which animal shelter will be free to adopt or euthanize the seized dog or cat. The adopting party shall lose all ownership rights in the seized dog or cat, shall forfeit all rights to any fee or deposit paid for the dog or cat, and shall have no claim against the animal shelter or any other person for any expenses incurred by the adopting party for the dog or cat's maintenance. The provisions of this article will be enforced against an adopting party by a dog officer, Animal Control Warden or a police officer for the city or town in which the adopting party resides.
- B. All fines collected under Subsection A of this section will be remitted to the Town Treasurer of Smithfield. Such fines shall be used by the Town only for enforcing animal control laws or ordinances or for programs to reduce the population of unwanted stray dogs and cats in the municipality, including humane education programs or programs for the spaying or neutering of dogs or cats.

§ 126-20 **Penalties for violations.**

- A. Any animal control officer may issue the person(s) in violation of sections §126-18 and §126-35 a fine of \$100.00 for a first violation, \$200.00 and seizure of animal for a second violation, and \$400.00 and the seizure of the animal for a third violation. Second and subsequent violations of sections §126-18 and §126-35 may be considered violation of R.I.G.L. § 4-1-2. In addition, for second and subsequent offenses, in the event a person is found guilty of a violation of §126-18 and §126-35 this chapter, they may not be permitted to own, keep or harbor or have custody of any animal for a minimum of one year.
- B. In the event that any animal is in conditions or in an environment that, by the discretion of the animal control officer, may be harmful to the health and well-being of the animal, and for the first offense, the owner is not immediately available to correct the problem, the animal may be seized and impounded for safekeeping.

Dogs

§ 126-26 **Dog restrictions; complaints.**

- A. No dogs are allowed in school yards or on school property whether at large or under restraint; accompanied by its owner, a Service Dog, so-called, is accepted.
- B. No dogs are allowed in any stores or eating places within the Town whether at large or under restraint, unless allowed by the establishment. Service Dog, so-called, are accepted.
- C. It shall be unlawful to keep more than three dogs at the same residence, except as permitted by the Animal Control Warden and health representative. This provision shall not apply to licensed kennels, or to a litter of puppies under six months of age. Dogs kept on any tract of land devoted to commercial agricultural use or property larger than three (3) acres are exempt from the requirements of this section.
- D. All complaints made under the provisions of this article shall be made to the Animal Control Warden and may be made orally; provided, however, that such complaint is, within 48 hours, reduced to writing, and signed by the complainant, showing their address and telephone number.

Article V Animal Shelter

§ 126-45 **Cremation fees.**

- A. The following fees will be charged for any cremation performed ~~at the~~through Tri-Town Animal Shelter. The fees shall be as follows:
 - (1) Town residents: \$20.00.
 - (2) Nonresidents: \$30.00.
- B. Any fees collected will be turned over to the Town of North Providence Finance Department.

Article VIII Harboring of Cats

§ 126-53 ~~Reserved~~Number of cats; limitation.

It shall be unlawful for any person to own, keep or harbor more than three cats within or about their dwelling or place of abode. Cats kept on any tract of land devoted to commercial agricultural use or property large than three (3) acres are exempt from the requirements of this section. A grandfather clause is added for any persons having three or more cats prior to the adoption of the ordinance from which this section is derived. If, for any reason, the ACO is called to the premises, all paperwork must be given for each cat, so proof of the ownership be known prior to the adoption of the ordinance from which this division is derived.

Section 2. This ordinance will take effect thirty days after its adoption.

APPROVED AS TO ITS FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED:

TOWN COUNCIL PRESIDENT

TOWN CLERK



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: April 26, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Amendments to Zoning Ordinance

Attached are a number of proposed amendments to the Zoning Ordinance including new solar provisions and a new section dealing with adult recreational use cannabis.

The Planning Board reviewed the proposed amendments at several meeting and voted unanimously at the April 20th meeting to forward the amendments to the Town Council for a consideration.

Recommended Motion: That the Smithfield Town Council hereby schedules a public hearing on June 6, 2023 to consider adopting the proposed amendments to the Zoning Ordinance.

Attachments:
Proposed Amendments
Public Hearing Notice

PROPOSED AMENDMENTS TO THE ZONING ORDINANCE – JUNE 6, 2023

5.11 SOLAR ENERGY SYSTEMS

...

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 occupies up to 20,000 square feet of area, inclusive of inter-row and panel/collector spacing in a non-residential zone or, occupies up to 1,750 square feet of area, inclusive of inter-row and panel/collector spacing in a residential zone. Accessory solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- B. Building-mounted solar energy system: A solar energy system that is structurally supported by ~~the~~ the surface of a building.
- ~~D.~~ Large-scale solar energy system: A principal solar energy system that occupies ~~40,000 more than 1,750~~ square feet of area ~~or more~~, inclusive of inter-row and panel/collector spacing. Large Scale Solar Energy Systems are prohibited on all lots zoned for Open Space (OS).
- ~~G.~~ 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
- J. Small-scale solar energy system: A principal solar energy system that occupies up to 1,750 square feet of area ~~or less~~, inclusive of inter-row and panel/collector spacing.

5.11.3 Permitted Uses And Review Process.

- A. Accessory solar energy systems shall be permitted and reviewed pursuant to the requirements of Section 5.11 4, Accessory Solar Energy Systems, and as otherwise indicated in this Ordinance.
- B. All new principal solar energy systems shall be subject to Technical Review, and/or review pursuant to the Town's Land Development and Subdivision Review Regulations. Applications for principal solar energy systems shall be submitted to the Administrative Officer for the Planning Board.
 - a. Small-scale solar energy systems shall be subject to Technical Review unless otherwise indicated in this Ordinance. All new principal solar energy systems shall be subject to Technical Review, and/or review pursuant to the Town's Land Development and Subdivision Review Regulations. Applications for principal solar energy systems shall be submitted to the Administrative Officer for the Planning Board.

- b. ~~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.

A. Applications which require Technical Review and/or Major Land Development Project review... following:

...

- 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.~~ A. Accessory solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- ~~B.~~ B. Accessory solar energy systems up to 1,750 square feet in size shall not be constructed, installed, or modified as provided in this Section before all required building permits are obtained from the Building Department.
- ~~C.~~ 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.~~ 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, and shall be reviewed as a Large Scale Solar Energy System and is subject to the provisions of 5.11.5 herein. ~~The Technical Review of new, or expanded accessory solar energy systems of 40,000 square feet or more in size, inclusive of inter-row and panel/collector spacing, shall 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).**

A. Small-scale solar energy systems ...

~~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.~~

C. Large-scale solar energy systems ~~in the 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 in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses. ~~and by Special Use Permit.~~

D. 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.

5.11.8 **Additional Requirements For Principal Solar Energy Systems In Non-Residential Zoning Districts.**

A. Ground-mounted....

~~B. Principal solar energy systems in the V zoning district shall only be roof-mounted.~~

Zoning Uses	ZONING DISTRICTS												
	R-200	R-80	R-Med	R-20	R-20M	MU	V	C	HC	LI	I	PC	PD
D. PUBLIC & SEMI-PUBLIC USES (cont'd.)													
14. Trade School, utilizing heavy machinery	N	N	N	N	N	N	N	N	S	N	S	N	N
15. Utilities, Public or Private	S	S	S	S	S	S	S	S	S	S	S	S	S
16. Waste Management Facility, (Public or Private)	N	N	N	N	N	N	N	N	N	N	N	N	N
17. Accessory Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P
18. Small-Scale Solar Energy System	S	S	S	N	N	N	N	P	P	P	P	P	P
~~18. Medium-Scale Solar Energy System~~	~~S~~	~~S~~	~~S~~	~~N~~	~~N~~	~~N~~	~~N~~	~~S~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
19. Large-Scale Solar Energy System	<u>NS</u>	<u>NS</u>	N	N	N	N	N	S	S	<u>SP</u>	P	S	S

4.4 SUPPLEMENTARY USE REGULATIONS

M. ADULT RECREATIONAL USE CANNABIS

Definitions.

For purposes of this chapter, the following words, terms and phrases shall have the following meanings:

(1) “Adult use cannabis” or “recreational cannabis” means cannabis which may be legally possessed and consumed for non-medical purposes by a person who is at least twenty-one (21) years of age.

(2) “Cannabis” or “marijuana” or “marihuana” means all parts of any plant of the genus cannabis not excepted herein, and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol; provided, however, that “cannabis” shall not include:

(i) The mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(ii) Hemp; or

(iii) The weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or other products.

(3) “Cultivation” refers to a cannabis cultivator or marijuana cultivator, which is an entity licensed to cultivate, process and package cannabis, to deliver cannabis to cannabis establishments and to transfer cannabis to other cannabis establishments, but not to consumers.

(4) “Manufacturing” refers to a cannabis product manufacturer or marijuana product manufacturer, which is an entity licensed to obtain, manufacture, process and package cannabis and cannabis products, to deliver cannabis and cannabis products to cannabis establishments and to transfer cannabis and cannabis products to other cannabis establishments, but not to consumers.

(5) “Retail sale” refers to a cannabis retailer or marijuana retailer, which is an entity licensed pursuant to § 21-28.11-10.2 to purchase and deliver cannabis and cannabis products from cannabis establishments and to deliver, sell or otherwise transfer cannabis and cannabis products to cannabis establishments and to consumers.

(6) “Laboratory testing” refers to a cannabis testing laboratory, which is a third-party analytical testing laboratory that is licensed annually by the commission, in consultation with the department of health, to collect and test samples of cannabis and cannabis products pursuant to regulations issued by the commission and is:

(i) Independent financially from any medical cannabis treatment center or any licensee or cannabis establishment for which it conducts a test; and

(ii) Qualified to test cannabis in compliance with regulations promulgated by the commission pursuant to this chapter. The term includes, but is not limited to, a cannabis testing laboratory as provided in § 21-28.11-11.

B. Purpose. It is the intent of this section to regulate the retail sale, cultivation, laboratory testing and manufacturing of adult use cannabis within the Town of Smithfield, in compliance with a November 8, 2022 referendum question.

C. General Prohibition. In order to protect the public health, safety, and welfare, retail sale, cultivation, laboratory testing and manufacturing of adult use cannabis or recreational cannabis, or any other product or activity associated therewith that is the subject to the so-called Rhode Island Cannabis Act, set forth in Rhode Island General Laws §21-28.11-1 et seq., is prohibited within the boundaries of the Town of Smithfield.

D. Severability. If any provision of this section or any rule, regulation, or determination made under this Section, or the application to any person, agency or circumstance, is held invalid by a court of competent jurisdiction, the remainder of this section, rule, regulation, or determination and the application of the provisions to other persons, agencies or circumstances shall not be affected thereby. The invalidity of any provision of this section shall not affect the validity of the remaining provision.

[illegible]

TOWN OF SMITHFIELD, RHODE ISLAND

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 6, 2023 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: Article 4 – Supplementary Use Regulations, Subsection §4.3 *Table of Uses, D. Public & Semi- Public Uses*, deleting 18. *Medium-Scale Solar Energy Systems*, amending 19. *Large Scale Solar Energy Systems* and adding M. *Adult Use Cannabis*; and Article 4 – Supplementary Use Regulations, adding Subsection 4.4 M. *Adult Use Cannabis*; amending Article 5 - Dimensional Regulations, §5.11 Solar Energy Systems, Subsections §5.11.2 *Definitions*; §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)*; §5.11.8 *Additional Requirements For Principal Solar Energy Systems In Non-Residential Zoning Districts*.

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

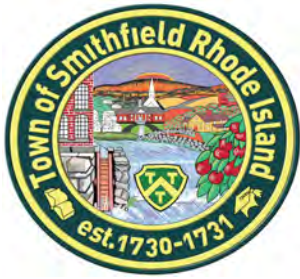
At said Hearing opportunity will be given to all interested persons to be heard upon the proposed amendments. The proposed amendments may be altered or amended prior to the close of the Public Hearing, without further advertising, as a result of further study or because of the views expressed at the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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

Please publish as a display ad in the May 11th, May 18th and May 25th editions of the Breeze using type size at least as large as the normal type size used in news articles.



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Schedule a Show-Cause Hearing for the May 16th Town Council Meeting

RECOMMENDED MOTION:

Motion to authorize a Show-Cause Hearing for Tuesday, May 16, 2023, to consider the possible suspension, revocation, or other sanction regarding the Mobile Food Truck License on the following listed establishment due to non-compliance with the conditions of renewal:

1. Pa'L Monte, LLC d/b/a "Pa'L Monte", 285 Douglas Pike (Failure to provide a copy of the Rhode Island Mobile Food Establishment registration)

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: Rafael Perez

Date of Birth: 2/14/1976

Resident Address: 285 Douglas Pike
Smithfield RI 02917

Business Address: 285 Douglas Pike
Smithfield RI 02917 Map: _____
Lot: _____

Corporation Name: Pa'L Monte, LLC

Resident Telephone: (401) 618-4720

Business Telephone: (401) 618-4720

Operating Under
Trade Name of: Pa'L Monte

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: year round food truck

Required to fill requested
Hours of Operation:

Sun: 11am-6pm W: 11am-7pm Thur-Sat: 11am-7pm Sunday: 11am-6pm

Signature of Applicant: [Signature]

Title: owner/operator

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 _____ the above stated application was

() Approved () Denied

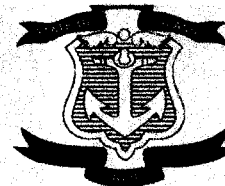
License# 10

Date Issued: _____

State of Rhode Island
DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-2094-8550

ISSUED TO:

PAL MONTE
20 JOHN MOWRY RD
SMITHFIELD, RI 02917-1215

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

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

NEENA S. SAVAGE
TAX ADMINISTRATOR

DATE ISSUED: 12/08/2022



State of Rhode Island

Department of Health

PAL MONTE

Address Information

285 DOUGLAS PIKE

SMITHFIELD RI 02917

License Information

License No:	FSV34389	Profession:	Food Service	License Type:	Mobile Food Service
License Status:	Active	Issue Date:	10/19/2020	Expiration Date:	4/30/2024
Secondary License Type:	Year Round/Truck				

Specialty Information

No Specialty Information

Disciplinary Action

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

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

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of two (2) Holiday Sales Licenses for the May 2nd 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 two (2) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Target Corporation d/b/a “Target Store T-1404”, 371 Putnam Pike
2. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Massage Establishment Licenses for the May 2nd 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. Body Grateful Day Spa, LLA d/b/a “Body Grateful Day Spa”, 10A Cedar Swamp Road
2. Limary Morel Brown d/b/a “Massage by Mari”, 359 Putnam Pike

**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: Katelynn Tessier

Date of Birth: 6/22/1986

Resident Address: 61 Roger Williams Dr.
Johnston RI 02919

Business Address: 10A Cedar Swamp Rd.
Smithfield RI 02917

Map:
Lot:

Corporation Name: Body Grateful Day Spa, LLC

Resident Telephone: (401) 301-1583

Business Telephone:

Operating Under

Trade Name of: Body Grateful Day Spa

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	Katelynn Tessier	61 Roger Williams Dr. RI, 02919	(401) 301-1583
-------	------------------	---------------------------------	----------------

Describe Operation of Business:

Required to fill requested
Hours of Operation:

Signature of Applicant: X

Katelynn Tessier

Title: X

owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Joanne Retzold

Address: 21 Oregon Ave., N. Prov., RI 02911

Telephone: (401) 232-2456

Name: Michael Gallagher

Address: 674 Fruit Hill Ave., N. Prov., RI 02911

Telephone: (401) 249-7053

For Official Use Only

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

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

() Approved

() Denied

License# _____

Date Issued: _____

**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: Limary M. Morel Brown

Date of Birth: 12/9/1975

Resident Address: 230 Leah St.
Providence RI 02908

Business Address: 359 Putnam Pike
Smithfield RI 02917 Map:
Lot:

Corporation Name:

Resident Telephone: (401) 316-7313 Business Telephone: (401) 335-0980

Operating Under
Trade Name of: Massage by Mari

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: Tuesday through Friday 10:00 a.m. to 8:00 p.m., Saturday & Sunday 10:00 a.m. to 5:00 p.m.

Signature of Applicant: [Signature]

Title: X owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Charles Brown Address: 230 Leah St., Prov., RI 02908 Telephone: (401) 569-7954

Name: Lexi Brown Address: 230 Leah St., Prov., RI 02908 Telephone: (929) 268-6880

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on 5/2/23 the above stated application was

() Approved () Denied

License# 5

Date Issued: _____

OK
4/3/23
SOLG



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Massage Therapy Licenses for the May 2nd Town Council Meeting

BACKGROUND:

The businesses listed below has 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. Katelynn Tessier working at “Body Grateful Day Spa”, 10A Cedar Swamp Road
2. Limary Morel Brown working at “Massage by Mari”, 359 Putnam Pike

**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: Limary M. Morel Brown

Date of Birth: 12/9/1975

Resident Address: 230 Leah St.
Providence RI 02908

Business Address: 359 Putnam Pike
Smithfield RI 02917 Map:
Lot:

Corporation Name:

Resident
Telephone: (401) 316-7313

Business
Telephone: (401) 353-3789

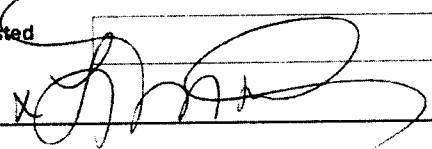
Operating Under

Trade Name of: Limary M. Morel Brown

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: 

Title: X message therapist

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Charles Brown

Address: 230 Leah St., Prov., RI 02908

Telephone: (401) 569-7954

Name: Lexi Brown

Address: 230 Leah St., Prov., RI 02908

Telephone: (929) 268-6880

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 5/2/23 the above stated application was

() Approved () Denied

License# 11

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: Katelynn Tessier

Date of Birth: 6/22/1986

Resident Address: 61 Roger Williams Dr.
Johnston RI 02919

Business Address: 10A Cedar Swamp Rd.
Smithfield RI 02917

Map:
Lot:

Corporation Name:

Resident Telephone: (401) 301-1583

Business Telephone:

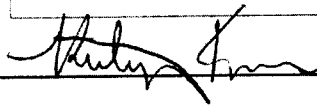
Operating Under
Trade Name of: Katelynn Tessier

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	Katelynn Tessier	61 Roger Williams Dr. RI, 02919	(401) 301-1583
-------	------------------	---------------------------------	----------------

Describe Operation of Business:

Required to fill requested
Hours of Operation:

Signature of Applicant: X 

Title: X massagist

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Joanne Petzold

Address: 21 Oregon Ave., N. Prov., RI 02911

Telephone: (401) 232-2456

Name: Michael Gallagher

Address: 674 Fruit Hill Ave., N. Prov., RI 02911

Telephone: (401) 249-7053

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

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

() Approved () Denied

License# _____

Date Issued: _____



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for Wat Lao Buddhovath of RI, Inc. for the May 2nd Town Council Meeting

BACKGROUND:

Khamfeung Thounsavath of Wat Lao Buddhovath of RI, Inc. has applied for two (2) One-Day Special Event Licenses to hold “Lao New Year Celebration” to take place at Wat Lao Buddhovath of RI, Inc., 88 Limerock Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve two (2) One-Day Special Event Licenses for Wat Lao

Buddhovath of RI, Inc. for a “Lao New Year Celebration”, 88 Limerock Road on the following dates:

- Saturday, May 13, 2023 from 12:00 p.m. to 6:00 p.m.
- Sunday, May 14, 2023 from 12:00 p.m. to 6:00 p.m.

All Special Event Licenses for Wat Lao Buddhovath of RI, Inc. are subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00 +
~~Per Diem~~ Per Diem \$5.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 4/21/23

Type of License: SPECIAL EVENT Check One: New ☒ Renewal ☐ Transfer ☐

Name of Applicant: KHAMFEUNG THOUNSAVATH

Date of Birth: 8/1/1969

Resident Address: 316 DORA ST.

Business Address: 88 LINCOLN RD Plat Lot

Operating Under

Resident Business

Trade Name of: SECRETARY

Telephone: 401-316-9932 Telephone 401-232-7696

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: KHAMFEUNG THOUNSAVATH Address: 316 DORA ST. PAWT, RI Title: SECRETARY DOB 8/1/69

Name: PHOUANG PHET OUPRAVANH Address: 45 FAIRVIEW ST. BLACKSTONE, RI Title: DIRECTOR DOB 5/30/61

Name: BOUNMA TASAVANH Address: 85 LUCILLE ST. WOOD RI Title: DIRECTOR DOB 4/3/55

Describe operation of business: RELIGIOUS BUDDHIST TEMPLE

Hours of Operation:

M-F (8-6PM); SAT-SUN 8-6PM

Signature of Applicant: [Signature] Title: SECRETARY

Applies to business establishments only:

In case of emergency/person to contact

Name: BOUNMA TASAVANH Address: 85 LUCILLE ST. WOOD RI Phone: 401-525-6564

Name: PHOUANG PHET OUPRAVANH Address: 45 FAIRVIEW ST. BLACKSTONE, MA Phone: 401-632-7046

For Official Use Only

Police Chief: X [Signature]

Fire Chief: X Depends on type of event

Building Official: SIGNATURE NOT REQUIRED

Owner of premises: X WAT LAM BUDDHIST OF RI, INC

RI Dept. SIGNATURE NOT REQUIRED

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: 4/21/23

1. NAME OF CANDIDATE: (PRINT)

THOUN SAVATH KHAM FEUNG -
LAST FIRST MIDDLE

SENGPHACHANH
MAIDEN NAME

8-1-1969

2. DATE OF BIRTH

316 DORA ST. PAWTEKET RI 02860

4. CURRENT ADDRESS

RELIGIOUS

6. TYPE OF BUSINESS

YES

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

SAYABOURY, LAOS

5. NAME OF BUSINESS

88 LIME ROCK ROAD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

WERN SEPASONK, PRESIDENT: SAMBOUN CHANTHOLYMA, V.P. PHATHAVIPHONE THANSAMUTH, TREASURER

401-232-7696

9. BUSINESS PHONE

401-316-9932

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>2011/APRIL</u>	<u>PRESENT</u>	<u>316 DORA ST.</u>	<u>PAWTEKET, RI</u>
<u>1999/APRIL</u>	<u>2011/APRIL</u>	<u>20 UNION AVE</u>	<u>PAWTEKET, RI</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

- BOUNMA THSAVATH 85 LUCILLE ST. WOOD, RI
NAME ADDRESS
- PHOUANGPHET OUPRANAH 415 FARHAM ST. BLACKSTONE, MA
NAME ADDRESS

401-525-6564
PHONE
401-632-7046
PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____

WAT LAO BUDDHOVATH OF RI, INC.

Buddhist Education-Meditation-Cultural Education-Youth Activities
88 Limerock Road; Smithfield, RI 02917; 401-232-7696

April 17, 2023

Mr. Randy Rossi
Town Manager
64 Farnum Pike
Smithfield, RI 02917

Dear Mr. Rossi,

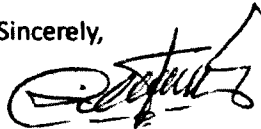
I am writing this letter to request that you bring to the Town Council and seek the approval of the Lao New Year celebration that we wish to hold on May 13 and 14 of 2023. The celebration and ceremonies will take place at our Temple on 88 Limerock Road, Smithfield, RI.

Attach to this letter you will find a copy of event schedule for this celebration. This is an annual event that celebrates the passage of the prior year and the beginning of a New Year of the Buddhist Calendar which is considered very sacred to many in the Laotian community. For safety and security of this event, we are not allowing alcohol consumption or sales at this event. We have also applied for the sound and entertainment permit from the Smithfield Police Department. We have also requested 4 detail police officers to assist with traffic and keeping the peace each day for this 2-day event. We will abide by the event and security agreement as outline by the Police Department.

If you have any questions or concerns. Please contact Khamfeung (Kham) Thounsavath from the Secretary/Safety Team for Wat Lao Buddhovath. Khamfeung (Kham) Thounsavath can be contacted by phone number 401-316-9932.

Thank you in advance for your help on this matter.

Sincerely,



Venerable Wern Sepasouk (Vayamo)
President



WAT LAO BUDDHOVATH OF RI, INC.
Buddhist Education-Meditation-Cultural Education-Youth Activities
88 Limerock Road; Smithfield, RI 02917; 401-232-7696

April 17, 2023

Police Chief
Smithfield Police Department
215 Pleasant View Ave
Smithfield, RI 02917

Dear Chief,

I am respectfully requesting to have four detail officers present for the "Lao New Year" scheduled to be held at the Wat Lao Buddhovath temple located at 88 Limerock Road in Smithfield, RI. The date for this event is May 13 and 14, 2023. The hours of requested police presence form 12:00 noon to 6:00 pm both days.

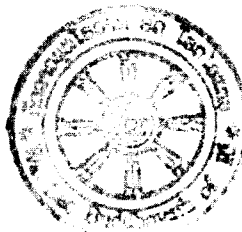
We are continuing to prohibit alcohol sales or consumption at the festival and would need assistance with crowd control and enforcement of the no alcohol policy.

Thank you in advance for your help in this matter and if there are any questions or concerns, please contact me on my cellular phone 401-316-9932.

Sincerely,



Khamfeung (Kham) Thounsavath
Head of Security



WAT LAO BUDDHOVATH OF RHODE ISLAND

88 LIMEROCK RD, SMITHFIELD, RI 02917 Tel: 401-232-7696, Cell: 978-320-8872

SCHEDULED EVENTS FOR FISCAL YEAR 2023 (BUDDHA YEAR 2566)

1. BOUN KONG KAO (Similar to THANKSGIVING)

- | | | |
|---------------------|-----|------------------------------|
| a. JANUARY 21, 2023 | SAT | Money trees establish at Wat |
| b. JANUARY 22, 2023 | SUN | Merit/Food offerings |

2. BOUN MAGA PUJA (Boun Kao Ji)

- | | | |
|----------------------|-----|------------------------------|
| a. FEBRUARY 11, 2023 | SAT | Money trees establish at Wat |
| b. FEBRUARY 12, 2023 | SUN | Merit/Food offerings |

3. BOUN PHA PA SOMMAKI (Festival Ramit Unity)

- | | | |
|-------------------|-----|------------------------------|
| a. MARCH 18, 2023 | SAT | Money trees establish at Wat |
| b. MARCH 19, 2023 | SUN | Merit/Food offerings |

4. BOUN LAO NEW YEAR 2566

- | | | |
|-------------------|-----|--|
| a. APRIL 16, 2023 | SUN | Staging Buddha Statues for water blessings |
|-------------------|-----|--|

5. BOUN VASAKA DAY (Birth, Enliven, and Pass of Lord Buddha)

- | | | |
|-------------------|-----|------------------------------|
| a. APRIL 29, 2023 | SAT | Money trees establish at Wat |
| b. APRIL 30, 2023 | SUN | Merit/Food offerings |

6. BOUN LAO NEW YEAR CELEBRATION with CONCERT

- | | | |
|-----------------|-----|---|
| a. MAY 13, 2023 | SAT | Nang Sangkran Beauty Pageant Competition |
| b. MAY 14, 2023 | SUN | Merit/Food offerings & Nang Sangkran Parade |

7. BOUN PRA VAD SONDONE CELEBRATION

- | | | |
|------------------|-----|---|
| a. JUNE 16, 2023 | FRI | Money trees establish at Wat |
| b. JUNE 17, 2023 | SAT | Merit/Food offerings & Chanting Pravada |
| c. JUNE 18, 2023 | SUN | Merit/Food offerings & Parade Pravada to palace |

8. BOUN BEGINNING of BUDDHIST LENT

- | | | |
|--------------------|-----|--|
| a. AUGUST 05, 2023 | SAT | Money trees establish at Wat |
| b. AUGUST 06, 2023 | SUN | Merit/Food offerings & Candle Lightings Parade |

9. ANNUAL TEMPLE and WATER SIMMA CELEBRATION

- a. AUGUST 26, 2023 SAT Money trees establish at Wat
- b. AUGUST 27, 2023 SUN Merit/Food offerings

9. BOUN FOOD OFFERINGS TO DECEASED FAMILY MEMBERS and FRIENDS (Kao Pa Dop Din)

- a. SEPTEMBER 16, 2023 SAT Money trees establish at Wat
- b. SEPTEMBER 17, 2023 SUN Merit/Food offerings

10. BOUN OFFERING OF FOOD BASKETS TO RAFFLE-OFF BY MONKS (Kao Sa Lok)

- a. SEPTEMBER 30, 2023 SAT Money trees establish at Wat
- b. OCTOBER 01, 2023 SUN Merit/Food and Basket offerings

11. BOUN END of BUDDHIST LENT

- a. OCTOBER 28, 2023 SAT Money trees establish at Wat
- b. OCTOBER 29, 2023 SUN Merit/Food offerings

12. BOUN KATHINA SOMMAKI CEREMONY (Special Merit allowed ONCE a year per Wat)

- a. NOVEMBER 11, 2023 SAT Maha Kathina Money trees establish at Wat
- b. NOVEMBER 12, 2023 SUN Merit/Food offerings and Maha Kathina Trees

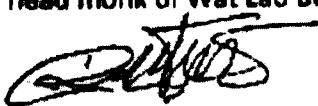
13. BOUN PRA THAT LUANG

- a. DECEMBER 02, 2023 SAT Money trees establish at Wat
- b. DECEMBER 03, 2023 SUN Merit/Food offerings & Evening candle lights parade

14. BOUN HAPPY NEW YEAR in U.S.A.

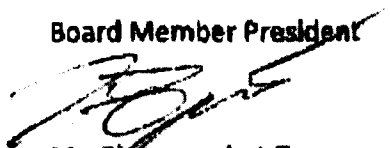
- a. DECEMBER 31, 2023 SAT Money trees establish at Wat & Evening chantings
- b. JANUARY 01, 2024 SUN Merit/Food offerings

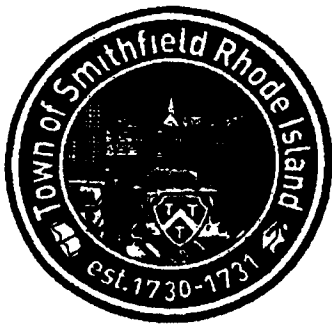
Senior head monk of Wat Lao Buddhovath


Venerable Phra Ajarn Wern Vayamo



Board Member President


Mr. Rhouangphet Oupravanh



Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: 1antonuccio@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	☒	☐
Open to the general public	☒	☐
Fee is charged	☒	☐
Expected number of persons in attendance is More than 250	☒	☐

WATLAS BUDOKAN OF RI
NAME OF ORGANIZATION

KHAMFEUNG THOUNSAVATH (SECRETARY)
PRINT NAME

4/19/23
DATE

[Signature]
SIGNATURE

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

1. Name and home address of the applicant: KHAMFEUNG THOUNSAVATH
316 DORA ST. PAWTUCKET, RI 02860
2. Address of place of business of applicant:
88 LIMEROCK RD. SMITHFIELD, RI 02917
3. License number and motor number of the sound truck to be used by the applicant
(if applicable):

4. Name and address of the person who owns the sound truck or sound amplifying
equipment:
WAT LAO BUDDHAWATY OF RI, INC 88 LIMEROCK RD, SMITHFIELD
RI
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment:
KHAMFEUNG THOUNSAVATH, 316 DORA ST. PAWTUCKET, RI 02860
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment:
KHAMFEUNG THOUNSAVATH 316 DORA ST. PAWT. RI 02860
BOUNMA TASAVAH 85 LUCILLE ST. WCON, RI 02895
7. The purpose for which the sound truck or sound amplifying equipment will be used:
MUSIC
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
LIMEROCK ROAD, SMITHFIELD, RI
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment:
BAND MUSIC FOR NEW YEAR CELEBRATION MAY 13 + 14, 2023
11AM - 6 PM
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
2 days
11. A general description of the sound amplifying equipment to be used:
MUSICAL EQUIPMENT
12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions

Applicant Signature

APPROVED:

Police Chief



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Peddler's Licenses for the May 2nd Town Council Meeting.

BACKGROUND:

The businesses listed below have filed their applications for renewal. As required, a background check has been conducted on the owner of the business, and background checks on all drivers will be done as they are hired.

TOWN REVENUE:

The cost to renew the Peddler's 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) Peddler's Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. CALM Enterprises, Inc. d/b/a "Del's of Smithfield", to sell only frozen lemonade from a truck with RI Reg. #'s 25883, 126485 and 51697, 115 Pleasant View Avenue
2. CALM Enterprises, Inc. d/b/a "Del's of Smithfield", to sell only frozen lemonade and frozen treats from a pushcart with RI Reg. #55218, 115 Pleasant View Avenue

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: 3/21/2023

Type of License: Peddlers

License Application Status: Renewal

Name of Applicant: Anthony Renzi

Date of Birth: 10/3/1957

Resident Address: 194 Central Pike
Foster RI 02825

Business Address: 115 Pleasant View Ave
Smithfield RI 02917 Map: Lot:

Corporation Name: CALM Enterprises, Inc.

Resident Telephone: (401) 523-2600 Business Telephone:

Operating Under
Trade Name of: Del's of Smithfield

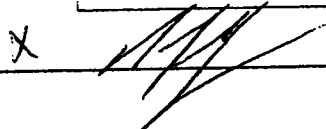
If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

President	Anthony Renzi	194 Central Pike RI,	(401)523-2600
-----------	---------------	----------------------	---------------

Describe Operation of Business: Sells frozen lemonade. Jo Cell # 578-6361

Required to fill requested
Hours of Operation:

Monday - Sunday 6:00 A.M. to 2:00 A.M.

Signature of Applicant: X 

Title: X Pres / owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Anthony Renzi

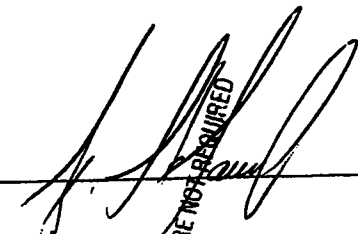
Address: 194 Central Pike, Foster, RI 02825

Telephone: (401) 523-2600

Name:

Address:

Telephone:

Police Chief: 

For Official Use Only

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on 5/2/23 the above stated application was

() Approved () Denied

License# 2

Date Issued: _____

OK
4/20/23
GMS

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

NO Criminal
Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 4/12/23

1. NAME OF CANDIDATE: (PRINT)

Geller Reece Adam
LAST FIRST MIDDLE

MAIDEN NAME

10/19/2003

2. DATE OF BIRTH

19 TRISTAN CT. Smithfield RI 02917

4. CURRENT ADDRESS

Dels Lemnade

6. TYPE OF BUSINESS

YES
8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Providence
Dels Lemnade - Calm Enterprise

5. NAME OF BUSINESS

115 Pleasant View Ave Apt J Smithfield RI 02917

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

Anthony Renzi

401-233-9259
9. BUSINESS PHONE

401-300-2910
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>Present</u>	<u>19 TRISTAN CT</u>	<u>Smithfield RI</u>

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

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

13. List below two (2) character references

1. Gerald Kent 119 Cucumber Hill road Foster 401-480-9153
NAME ADDRESS PHONE
2. Michael Renzi 11 Basil crossing 401-641-7503
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: [Signature]

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 4-28-23

1. NAME OF CANDIDATE: (PRINT)

Rewzi Anthony LT
LAST FIRST MIDDLE

MAIDEN NAME

10-3-57
2. DATE OF BIRTH

P. no. 1
3. PLACE OF BIRTH

4. CURRENT ADDRESS

194 Central Pike Foster

5. NAME OF BUSINESS

119 Pleasant View

6. TYPE OF BUSINESS

LEASING

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Yes -

401-233-9259
9. BUSINESS PHONE

401-523-2600
10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>7-2003</u>	<u>Current</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. Rewzi BEVELL Johnston 374 3831
NAME ADDRESS PHONE
2. Anthony Rewzi 14 Lark Industrial 378-2151
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

[Signature]

Witness: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 4/12/13

1. NAME OF CANDIDATE: (PRINT)

Kent Gerald Joseph
LAST FIRST MIDDLE

MAIDEN NAME

112712004

2. DATE OF BIRTH

119 Cucumbe Hill Rd Foster
R200825

4. CURRENT ADDRESS

Delo Lemmade

6. TYPE OF BUSINESS

YES
8. IS BUSINESS INCORPORATED

Providence
3. PLACE OF BIRTH

Delo Lemmade Calm Enterprise

5. NAME OF BUSINESS

115 Pleasant View Ave H&T J Smithfield
R20917
7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

Anthony Renzi

401-233-9259
9. BUSINESS PHONE

401-480-9153
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>Present</u>	<u>119 Cucumbe Hill Rd</u>	<u>Foster R2</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. Mike Renzi 11 Basil crossing
NAME ADDRESS

2. Roece Geller 19 Triston Ct. Smithfield.
NAME ADDRESS

401-641-7000
PHONE
401-300-2910
PHONE

CANDIDATE'S SIGNATURE:

Gerald Kent

Witness:

[Signature]

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 4/12/23

1. NAME OF CANDIDATE: (PRINT)

Renzi michael A
LAST FIRST MIDDLE

MAIDEN NAME

21/8/93

2. DATE OF BIRTH

11 Basil King Cranston RI 02921

3. PLACE OF BIRTH

De's Lemonade - Calm Enterprise

4. CURRENT ADDRESS

De's Lemonade

5. NAME OF BUSINESS

115 Pleasant View Ave Apt 5 Smithfield RI 02917

6. TYPE OF BUSINESS

Yes

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Anthony Renzi

401-233-9259

9. BUSINESS PHONE

401-641-7903

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>Present</u>	<u>11 Basil King</u>	<u>Cranston RI</u>

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

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

13. List below two (2) character references

1. Gerald Kent 119 Cucumber Hill Road Foster 401-480-9153
NAME ADDRESS PHONE
2. Rene Geller 194 N. Main St. Smithfield 401-300-2910
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

[Signature]

Witness:

[Signature]



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

DELS LEMONADE OF SMITHFIELD
194 CENTRAL PIKE
FOSTER, RI 02825

State of Rhode Island
DIVISION OF TAXATION

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



ID: 2-0325-1748

ISSUED TO:
DELS LEMONADE OF SMITHFIELD
115 PLEASANT VIEW AVE
SMITHFIELD, RI 02917-2169

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

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

NEENA S. SAVAGE
TAX ADMINISTRATOR

DATE ISSUED: 06/21/2022



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for Smithfield Classic Cars and Auto Sales for the May 2nd Town Council Meeting

BACKGROUND:

David McDonald of Smithfield Classic Cars and Auto Sales, has applied for one (1) One-Day Special Event License to hold a “Car Show” to take place at Smithfield Classic Cars and Auto Sales, 278 Douglas Pike

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Smithfield Classic Cars and Auto Sales for a “Car Show”, 278 Douglas Pike on the following date:

- Saturday, May 27, 2023 from 9:30 a.m. to 3:00 p.m., with a rain date of June 3, 2023

All Special Event Licenses Smithfield Classic Cars and Auto Sales are subject to compliance with all State regulations and local ordinances.

FEE: \$50.00 +
~~Per Day~~ Per Diem \$5.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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: 4/25/23

Type of License: SPECIAL EVENT

Check

One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Smithfield Classic Cars & Auto Sales

Date of Birth:

Resident Address:

Operating Under

Trade Name of:

Business

Address

Resident

Telephone:

278 Douglas Pk

Plot

Lot

Business

Telephone

401 227-9548

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: David MacDonald

Address: 144 Taylor Ave Plymouth, MA

Title: Sole Member

DOB 9/20/56

Name: Address:

Title:

DOB

Name: Address:

Title:

DOB

Describe operation of business: Used Auto Sales

9:00am - 4pm M-Sat

Hours of Operation:

Signature:

David MacDonald

Title: Sole Member

Applies to business establishments only:

In case of emergency/person to contact

Name:

Address:

Phone:

Name:

Address:

Phone:

Police Chief:

X

For Official Use Only

Building Official:

RI Dept.

of Health:

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

Fire Chief:

Owner of

premises:

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

() Approved

() Denied

License #:

Date

Issued:

the above stated application was:

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 4/25/23

1. NAME OF CANDIDATE: (PRINT)

MacDonald
LAST

David
FIRST

B
MIDDLE

MAIDEN NAME

9/20/56

2. DATE OF BIRTH

4. CURRENT ADDRESS

Auto Sales
6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Smithfield Chase Cars & Auto Sales, LLC

5. NAME OF BUSINESS

278 Douglas Pike Smithfield, RI

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-227-9548
9. BUSINESS PHONE

10. HOME PHONE

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

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

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. Marybeth Yang
NAME

226 Centennial St Pawcatuck RI
ADDRESS

401-369-0313
PHONE

2. Joseph Wasikowski
NAME

275 Ketchikan Rd Pawcatuck RI
ADDRESS

401-211-4901
PHONE

CANDIDATE'S SIGNATURE:

Witness:

We will be having a car show on May 27, 2023 9:30 AM-3:00 PM approximately 35-40 cars (marked in black circles. The unmarked area's are for visitors cars, most of the people attending are the are car owners.

There will be a food truck- Saugy's Mobile Food Truck

There will also be a live broadcast from Classic Rock 105.5 during the event

Music by DJ John Nardo





Town of Smithfield

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

Lyn Antonaccio, MPA, CMC
Town Clerk

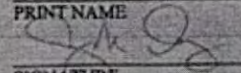
SPECIAL EVENT CHECKLIST

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

	Yes	No
Provide live entertainment Or amusement	☒	☐
Open to the general public	☒	☐
Fee is charged	☒	☐
Expected number of persons in attendance is More than 250	☐	☒

SMITHFIELD CLASSIC CARS
NAME OF ORGANIZATION

John DAY
PRINT NAME


SIGNATURE

APRIL 29, 2023
DATE

DATE OF EVENT
SATURDAY, MAY 27
RAIN DATE
SATURDAY, JUNE 3

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

1. Name and home address of the applicant: JOHN NARDOLILLO
48 BRIGGS ST., CRANSTON, RI 02920
2. Address of place of business of applicant:
SAME AS ABOVE
3. License number and motor number of the sound truck to be used by the applicant
(if applicable): NOT APPLICABLE (NA)
4. Name and address of the person who owns the sound truck or sound amplifying
equipment: SAME AS 1.
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment: SAME AS 1.
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment: SAME AS 1.
7. The purpose for which the sound truck or sound amplifying equipment will be used:
CAR SHOW MUSIC
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
SET UP ON PROPERTY - 278 DOUGLAS PIKE
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment: 9:30 - 2:00 PM ^{5/27} 5/27/2023 / RAIN DATE 6/3/2023
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment: ONE
11. A general description of the sound amplifying equipment to be used:
1000 WATT SOUND SYSTEM
12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions

[Signature]
Applicant Signature

APPROVED: [Signature]

[Signature]
Police Chief



Memorandum

DATE: April 26, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for the Smithfield Parks and Recreation Department for the May
2nd Town Council Meeting

BACKGROUND:

Laura Field-Swallow has applied for three (3) One-Day Special Event Licenses to hold a “Food Truck Event”, 1 William J. Hawkins, Jr., Trail.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter describing events planned
Diagram of parking
Special Event License Checklist
TIP Cards
Proof of Insurance
Noise Permit
List of Food Truck Vendors

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve three (3) One-Day Special Event Licenses for the Smithfield Parks and Recreation Department for a “Food Truck Event”, 1 William J. Hawkins, Jr., Trail on the following dates:

- Tuesday, June 13, 2023 from 4:00 p.m. to 9:00 p.m.
- Saturday, July 1, 2023 from 4:00 p.m. to 9:00 p.m., with a rain date of July 9, 2023
- Tuesday, August 15, 2023 from 4:00 p.m. to 9:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 4/21/23

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 Tarkiln Road, Smithfield RI

Business
Address

1 Wm J Hawkins Tr Grnvl RI

Plat
Lot

Operating Under

Trade Name of:

Smithfield Parks & Rec

Resident
Telephone:

401 400 9499

Business

Telephone

401 349 0612

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

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

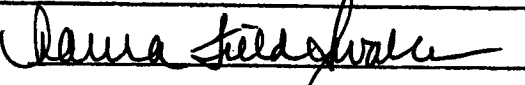
Name: Address: Title: DOB:

Name: Address: Title: DOB:

Describe operation of business: Food Truck Events with Live Bands (July 1 Event Includes Fireworks)

June 13; July 1 (rain date July 9); and August 15, 2023

Hours of Operation: 4-9 PM

Signature of Applicant: 

Title: Program Coordinator

Applies to business establishments only:

In case of emergency/person to contact

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

Name: Paul McGinn Address: same Phone: same

Police Chief:

Building Official:

RI Dept.

of Health:

SIGNATURE NOT REQUIRED

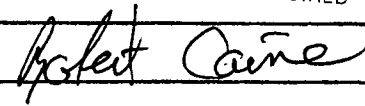
SIGNATURE NOT REQUIRED

For Official Use Only

Fire Chief:

Owner of
premises:

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: 4/21/23

1. NAME OF CANDIDATE: (PRINT)

Field-Swallow

Laura

Lynn

LAST

Field

FIRST

MIDDLE

MAIDEN NAME

11-14-70

Providence, RI

2. DATE OF BIRTH

111 Tarkiln Road, Smithfield, RI

3. PLACE OF BIRTH

Smithfield Parks & Rec Dept.

4. CURRENT ADDRESS

Parks & Rec

5. NAME OF BUSINESS

1 Wm J Hawkins Tr Grnvl RI

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401 349 0612

401 400 9499

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
Sep 2000	Present	111 Tarkiln Rd	Smithfield, RI

12. Have you ever been arrested or detained by any police agency? YES X 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. NAME | ADDRESS | PHONE |
| Melissa Chaput | DPW | 401 300 9052 |
| 2. NAME | ADDRESS | PHONE |
| Lionel Delos | 24 Rustic Acres Gloucester RI | 401 524 1053 |

CANDIDATE'S SIGNATURE: Laura Lynn Field-Swallow

Witness: Robert Carie

**TOWN OF SMITHFIELD
PARKS & RECREATION**

**1 William J. Hawkins Trail
Greenville, RI 02828**

PHONE: (401) 349-0612

TO: Lyn Antonuccio, Town Clerk
FROM: Laura Field-Swallow, Parks & Recreation
DATE: 21 April 2023
RE: SPECIAL EVENT REQUESTS

Attached are three (3) Special Event License Requests submitted by The Parks & Recreation Department, (Band) Contracts, Ocean State Food Truck List, TIPS Certifications, Ocean State Concessions Liability Insurance, and a Diagram of Deerfield Park

1) Food Truck Event

Event will be held on Tuesday, June 13, 2023 from 4-9 PM at Deerfield Park

Band: All About Amy

2) Food Truck Event

Event will be held on July 1, 2023 (Raindate: July 9, 2023) from 4-9 PM at Deerfield Park

Band: The DMB Project

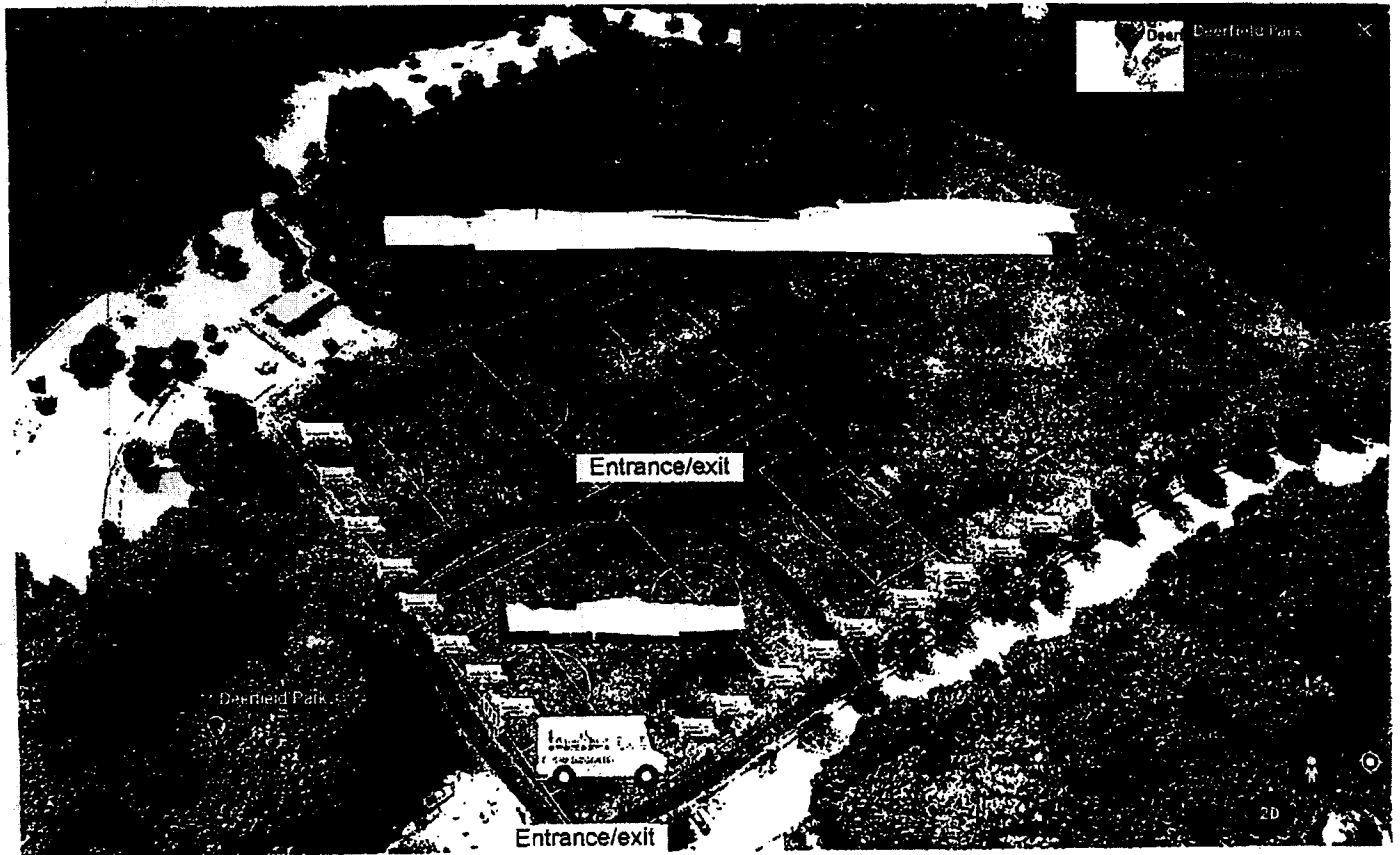
3) Food Truck Event

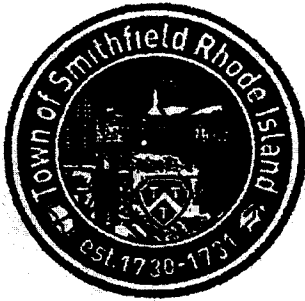
Event will be held on August 15, 2023 from 4-9 PM at Deerfield Park

Band: Steve Anthony and Persuasion

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

Thank you!





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	☒	☐
Open to the general public	☒	☐
Fee is charged	☐	☒
Expected number of persons in attendance is More than 250	☒	☐

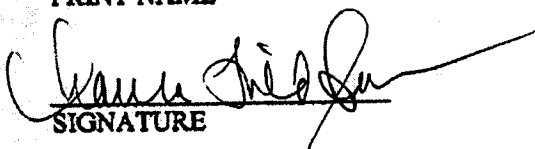
Smithfield Parks & Rec
NAME OF ORGANIZATION

Laura Field-Swallow

PRINT NAME

4/21/23

DATE


SIGNATURE



CERTIFIED
eTIPS On Premise 3.0.9 Rhode Island

Issued: 6/26/2021

Expires: 6/26/2024

ID#: 5498819

Josh Barnes

95 Clarence St Apt 1

Cranston, RI 02910-3450

For service requests online at www.gettips.com



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Lacey Scherrer

is awarded this certificate for

eTIPS On Premise - Rhode Island

Hours
000



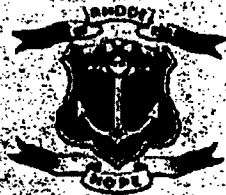
Completion Date
05/20/2022



Expiration Date
05/19/2025



Certificate #
RI-ON-00002052460



State of Rhode Island
Department of Business Regulation
Liquor Section



Caterer Class P License

Ocean State Concessions

DBA **MBMDHS KELLE**

of

Rhode Island

has been granted this a retailer's beverage license Class P, under §3-7-14.2 Title 3 of the Rhode Island General Laws, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to sell at a premises, beverages for consumption on the premises of a catered event.

This license expires at midnight on **12/01/2022** and be good throughout the State of Rhode Island, and it shall be kept at the licensed premises and a copy of this license shall be in possession of the licensee at all catered events where such beverages are sold.

This license is subject to such conditions, rules and regulations as the Department has established or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his or her signature.

LICENSE NUMBER: CP000561

DATE OF ISSUANCE: 10/01/2021

SECRETARY OF THE DEPARTMENT

Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For coursework completed on May 22, 2019
provided by Health Communications, Inc.
is hereby granted to:

Joseph Boisvert

Certification to be sent to:

303 Main Ave
Warwick RI, 02886-3458 USA



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on August 2, 2020
provided by Health Communications, Inc.
is hereby granted to:

Marena Davenport

Certification to be sent to:

**AMF Lanes
86 Hillside Rd
Cranston RI, 02920-5619 USA**



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents only.

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0.9 - Rhode Island
For coursework completed on October 20, 2021
provided by Health Communications, Inc.
is hereby granted to:

Lexi Wiech

Certification to be sent to:

Memphis Kelle, Joe Boisvert
303 Main Ave
Warwick RI 02886-3458 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It certifies only that you have completed the course. Valid certification documents will be forwarded to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gerard Insurance Services, Inc. 16 Pomfret St Putnam CT 06260		CONTACT NAME: Cara Mayhew PHONE (860) 928-7771 FAX (860) 928-7144 EMAIL: cmayhew@gerardinsurance.com ADDRESS:	
INSURED Joseph Boiesvert dba Ocean State Concessions 303 Main St Warwick RI 02886		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance INSURER B: Hospitality Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDL. WORK INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY: ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			MGL022YD849	05/13/2022	05/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Per Occurrence \$1,000,000 Aggregate \$1,000,000
B	Liquor Liability			CPP3802009	04/23/2022	04/23/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The Town of Smithfield RI
64 Farnum Pike

Smithfield RI 02817

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Russell Shippe

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

1. Name and home address of the applicant: Laura Field-Swallow
111 Tarklin Road, Smithfield, RI
2. Address of place of business of applicant:
1 William J Hawkins Trail Smithfield RI
3. License number and motor number of the sound truck to be used by the applicant
(if applicable):

4. Name and address of the person who owns the sound truck or sound amplifying
equipment:

5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment:

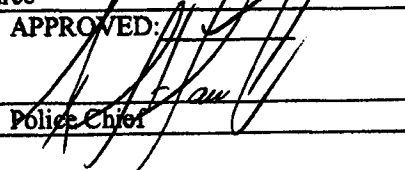
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment:

7. The purpose for which the sound truck or sound amplifying equipment will be used:
Live Music
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
Deerfield Park
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment:
June 13; July 1 (rain date July 9); August 15, 2023 4-9 PM
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
1
11. A general description of the sound amplifying equipment to be used:

12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions

Applicant Signature

APPROVED: 
Police Chief

All About Amy

PO Box 34

Glendale, RI 02826

401-692-1643

Invoice 4/3/23



To: Town of Smithfield

From: All About Amy

RE: Deerfield Park Concert 6/13/23

Cost: \$500.00

Thank you so much!

See you soon!

Jimmy and Amy Pinkham-McHale

Ocean State Food Truck List

Memphis Kelle Tap Truck

RaRa's Surf Shack Beach Wagon

Smoke and Squeal BBQ

SUPA Dupa

Farm to Sandwich

Hook and Ladder Pizza

Nanu the Burmese Truck

Hot Potato

Big Dog Eats

Twisted T's

Spanglish

Little B's BBQ

Lulus Pancakes

Atomic Blonde

Sarcastic Sweets

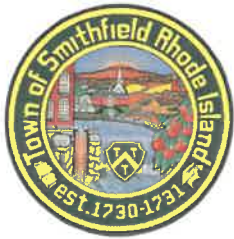
Poppin Minis Donuts

Alien Ice Cream

Modesto Café

Nonnies

Delish



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: May 2, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: WR 30759007 – Riverview Avenue – Installation of Pole #1 moving 15 feet
WR 30693060 – Business Park Drive – Installation of Pole #12-50 to service EV charging station

Please be advised that I have reviewed the applications to install two new poles at the aforementioned locations, and find the proposed locations acceptable.

Financial Impact:

The costs associated with this work are by RI Energy.

Recommendation:

That the Smithfield Town Council approve pole petitions WR 30759007 and WR 30693060 from RI Energy Co. to install two new poles on Riverview Avenue and Business Park Drive as described in the attached petition.

Moved: *That the Smithfield Town Council approve the pole petitions WR 30759007 and WR 30693060 from RI Energy Co. to install two new poles on Riverview Avenue and Business Park Drive as described in the attached petition.*

Town Copy



RECEIVED

APR 21 2023

SMITHFIELD TOWN CLERK

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

April 19, 2023

To Whom It May Concern:

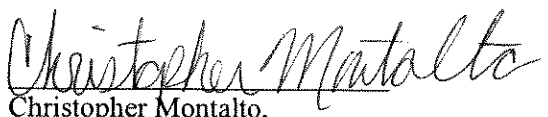
Enclosed please find a petition of NARRAGANSETT ELECTRIC and VERIZON NEW ENGLAND INC., covering joint NARRAGANSETT ELECTRIC-VERIZON NEW ENGLAND INC pole locations

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

Narraganset Electric Contact: Wendy Paluch 280 Melrose Street 3rd FL, Providence, RI 02907

If you have any questions regarding this permit, please contact Ms. Paluch at:
401-784-4267 or wapaluch@ng.rienergy.com

Very truly yours,


Christopher Montalto,
Distribution Design

Enclosures



PETITION OF NARRAGANSETT ELECTRIC FOR JOINT OR IDENTICAL POLE
LOCATION TO THE HONORABLE CITY COUNCIL OF SMITHFIELD, RHODE ISLAND

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

THE NARRAGANSETT ELECTRIC & Verizon New England Inc.,
Respectfully asks permission to locate and maintain poles, wires, and fixtures, including the necessary
sustain and protecting fixtures to be owned and used in common by you petitioner along and across the
following public ways:

**Riverview Ave
Moving Pole 1 +/- 15'**

Therefore, your petitioners pray that they be granted joint of identical location for existing poles and
permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as
they may find necessary, said poles erected or to erected substantially in accordance with the plan filed
herewith marked:

WR# 30759007

Dated 3/23/2023

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles
for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for
municipal purposes.

NARRAGANSETT ELECTRIC

BY: Christopher Montalto

VERIZON NEW ENGLAND, INC.

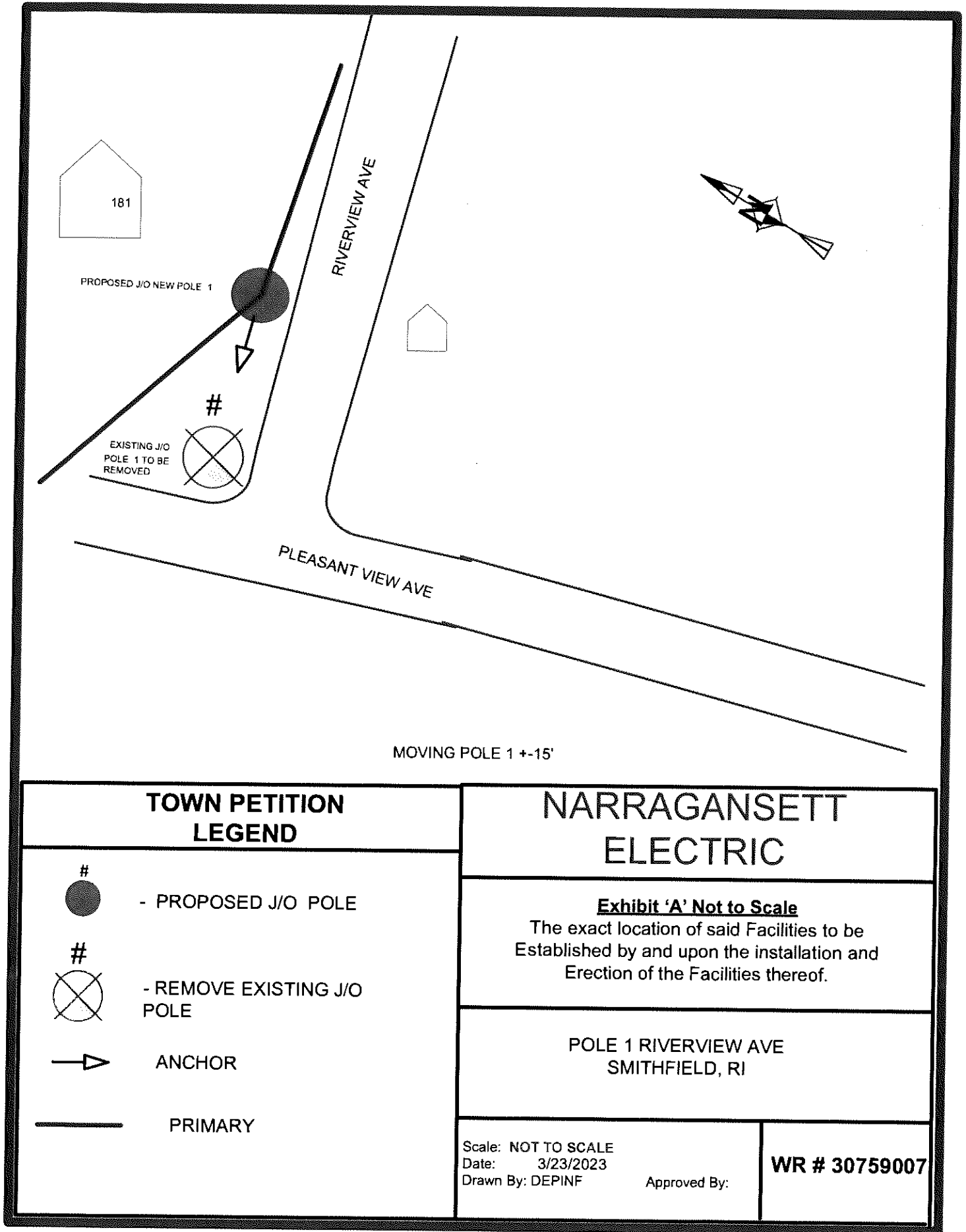
BY
ORDER

Daryl Crossin
4/19/23

The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----
work to be done subject to the supervision of

A true copy of the vote at the _____
Adopted _____ and recorded in Records Book# _____ Page _____



Town Copy



RECEIVED

APR 20 2023

SMITHFIELD TOWN CLERK

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

April 11, 2023

To Whom It May Concern:

Enclosed please find a petition of NARRAGANSETT ELECTRIC and VERIZON NEW ENGLAND INC., covering joint NARRAGANSETT ELECTRIC-VERIZON NEW ENGLAND INC pole locations

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

Narraganset Electric Contact: Wendy Paluch 280 Melrose Street 3rd FL, Providence, RI 02907

If you have any questions regarding this permit, please contact Ms. Paluch at:
401-784-4267 or wapaluch@ng.rienergy.com

Very truly yours,


Christopher Montalto,
Distribution Design 

Enclosures



**Rhode Island
Energy™**
a PPL company

**PETITION OF NARRAGANSETT ELECTRIC FOR JOINT OR IDENTICAL POLE
LOCATION TO THE HONORABLE CITY COUNCIL OF SMITHFIELD, RHODE ISLAND**

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

THE NARRAGANSETT ELECTRIC & Verizon New England Inc.,

Respectfully asks permission to locate and maintain poles, wires, and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

Business Park Dr

Install intermediate pole #12-50 to service customer EV charging station

Therefore, your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as they may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked:

WR# 30693060

Dated 4/10/2023

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NARRAGANSETT ELECTRIC

BY: Christopher Montalto

VERIZON NEW ENGLAND, INC.

BY
ORDER

Daryl Goss
4/11/23

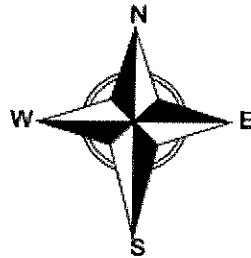
The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----
work to be done subject to the supervision of

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page _____

GEORGE WASHINGTON HWY



BUSINESS PARK DR



P13



P12-50



P12

NATIONAL GRID AND VERIZON

LEGEND

EXISTING POLE LOCATION



PROPOSED NEW POLE



POLE-POLE GUY



ANCHOR



DESCRIPTION OF WORK

Install intermediate pole

12-50 to service customer EV charging station

EXHIBIT 'A' NOT TO SCALE
DISTANCES ARE APPROXIMATE

nationalgrid

PETITION

Date: 4/10/2023

Plan Number: 30693060

To Accompany Petition Dated: 4/10/2023

To The: Town Of Smithfield

For Proposed: Business Park Dr. Location: P12-50 Business Park Dr., Smithfield

Date of Original Grant:



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: May 2, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director

**RE: Rhode Island Resource Recovery Corporation (RIRRC)
Solid Waste and Recycling Services Agreement – FY 2024-2025**

Background:

Pursuant to RI General Law all municipalities are required to deliver to RIRRC 100% of its solid waste and recycling material. The current Agreement with RIRRC expires June 30, 2023. RIRRC provided a draft Agreement on December 1, 2022 to all municipalities for review and comment. On April 14, 2023 the final Agreement was forwarded from RIRRC and is before you for consideration this evening.

Financial Impact:

Funding for this Agreement is contained within the annual operating budget of the Department of Public Works.

The tipping fee is increasing from \$54.00/ton to \$58.50/ton for FY 2024. The tipping fee is also increasing to \$63.00/ton for FY 2025. Estimating 6,100 tons of trash annually, this results in \$356,850 for FY24 and \$384,300 for FY25. There is no tipping fee for recyclable materials.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into Agreement for the disposal of solid waste and recycling material with the Rhode Island Resource Recovery Corporation located at 65 Shun Pike, Johnston, RI 02919 for Fiscal Years 2024 and 2025.

Moved: That the Smithfield Town Council authorizes the Town Manager to enter into Agreement for the disposal of solid waste and recycling material with the Rhode Island Resource Recovery Corporation located at 65 Shun Pike, Johnston, RI 02919 for Fiscal Years 2024 and 2025.

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY CORPORATION

And the

TOWN OF SMITHFIELD

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, ("The Corporation" or "Corporation" or "RIRRC") a quasi-public corporation organized under the laws of the State of Rhode Island, and the Town of Smithfield, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 64 Farnum Pike, Smithfield, RI 02917. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date of municipal execution or July 1, 2023 whichever is the later and end on June 30, 2025, unless sooner terminated or extended as provided herein.
2. **DISPOSAL OF MUNICIPAL SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill located at 65 Shun Pike, Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL § 23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a) Provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b) Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c) Assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL § 23-19-13(g)(3) and 23-18.9-1(b)(3).

Ineligible Solid Waste. This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above.

3. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", § 845-RICR-00-004 (Attachment 1), as adopted by the RIRRC Board of Commissioners on November 30, 2022, for the disposal of all its MSW up to its annual MSW Cap as defined herein below. The municipal disposal fee will be fifty-eight dollars and fifty cents (\$58.50) per ton in Fiscal Year 2024 (the one-year period from July 1, 2023 through June 30, 2024) and sixty-three dollars (\$63.00) per ton in Fiscal Year 2025 (the one-year period from July 1, 2024 through June 30, 2025).
- a) **Municipal Solid Waste Cap (MSW Cap).** MSW Cap means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated each year in accordance with the Rule "Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments," § 845-RICR-00-003 (Attachment 2). The Corporation shall notify municipalities of the MSW Caps for the following fiscal year no later than April 1 of each current year.
- b) **"Over the Cap" MSW Disposal Fee:** During Fiscal Year 2024 and Fiscal Year 2025, Municipality agrees to pay the Corporation one hundred and fifteen dollars (\$115.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

4. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
5. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within twenty (20) days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.
6. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program.

For purposes of this Agreement, "Mixed Recyclables" includes materials defined as "Mixed Recycling" in the "Materials Acceptance Criteria," attached and incorporated herein by reference (Attachment 3). These Mixed Recyclables are generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off facility or from a commercial recycling program for which Municipality has assumed responsibility for collection, either directly by municipal employees or through a contract or license. Municipality agrees to deliver all Mixed Recyclables collected under its municipal recycling program regardless of whether they are collected in a curbside program or through a drop-off program. The Corporation may allow additional materials to be accepted as Mixed Recyclables from time to time, and would therefore be subject to the terms of this Agreement.

Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said municipally collected Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's Materials Acceptance Criteria (Attachment 3) for as long as such markets exist and it is economically beneficial to do so, at no cost to Municipality, pursuant to RIGL § 23-19-31. Loads of Mixed Recyclables that don't meet the minimum quality standards may be rejected by the Corporation.

- a) **MRF Load Inspection and Rejection Procedure:** The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 3, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically by e-mail of any rejected loads, generally within 24 hours after the close of business on the day of the load rejection. Load rejection email notifications will normally include a report identifying the material quality issue and include photographs of the contamination. Continued failure of Municipality to meet the minimum quality standards may result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
 - b) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal Mixed Recyclables that is rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its applicable MSW rate and applied to the Municipality's annual MSW Cap as defined in Section 3 of this Agreement.
7. **MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's 2023-2024 Recycling and Diversion Plan serves as an addendum to this Agreement. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2023 annual data survey. An updated municipal recycling and diversion plan for the 2025 and 2026 time frame will be provided to the Corporation prior to February 1, 2025.
8. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 4). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, bulky rigid plastics, construction & demolition debris (C&D), leaf & yard waste (including brush, Christmas trees and stumps), scrap metal, unrecoverable (non-recyclable) mattresses, tires, and wood pallets, but excluding Mixed Recyclables as defined in Section 6.
- a) **Leaf & Yard Waste.** For the term of this agreement and pursuant to RIGL § 23-19-3(17), the Corporation shall accept segregated leaf and yard waste from Municipality at no cost for tonnage up to its annual leaf and yard waste Cap (L&YW Cap). The L&YW Cap shall mean the leaf and yard waste tonnage established by the Corporation for each municipality, calculated by multiplying the municipal population (as determined by the more current of the decennial U.S. Census or the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. The L&YW Caps for the following fiscal year shall be disseminated with the MSW Caps, as outlined in Section 3 above, no later than April 1 of each current year.
 - i) **Leaf and Yard Waste Borrowing Program.** Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. Pursuant to RIGL § 23-19-3(17), municipalities can borrow up to one-half (1/2) of their established L&YW Cap from other municipalities, subject to the provisions outlined in the Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form (Attachment 5), attached and incorporated herein by reference.

- ii) **"Over the Cap" L&YW Disposal Fee.** In accordance with RIGL § 23-19-3(17), Municipality agrees to pay the Corporation twenty-five dollars (\$25.00) per ton for the acceptance of all leaf and yard waste in excess of its annual L&YW cap or adjusted L&YW Cap (the Municipality's established annual L&YW Cap plus any tonnage received from the leaf and yard debris borrowing program).
 - b) **Construction and Demolition Debris (C&D).** Acceptable C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, § 250-RICR-140-05-1 and further defined in Attachment 3 (Materials Acceptance Criteria). C&D is landfilled and tonnage will be applied against the Municipality's annual MSW Cap as defined in Section 3 of this Agreement and charged to the Municipality at its applicable MSW rate. It is recommended that municipalities attempt to find alternate outlets for C&D.
- 9. **UNACCEPTABLE MATERIALS.** No materials delivered pursuant to this Agreement may contain: any waste generated or collected outside the State of Rhode Island; hazardous waste, as defined in RIGL § 23-19.1-4 (4); or any other waste prohibited in statutes, regulations or Materials Acceptance Criteria (Attachment 3) by the U.S. Environmental Protection Agency, the R.I. Department of Environmental Management or The Corporation. This Agreement shall not apply to the disposal of any other type of solid waste as defined under "Ineligible Solid Waste" in Section 2.
- 10. **TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to utilize a transfer station for the shipment of Mixed Recyclables, MSW, or any other material(s) as defined above in Section 8 and Attachment 3 (Materials Acceptance Criteria) to Corporation facilities for the term of this Agreement. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation's "Municipal Transfer Policy," Attachment 6, attached and incorporated herein by reference.
- 11. **AGREEMENT INCENTIVES.** To be eligible to participate in the below incentive programs, Municipality must have fully executed this Agreement with the Corporation and meet the minimum applicable eligibility requirements of each:
 - a) **Finished Compost.** Pursuant to RIGL § 23-19-3 (17) and subject to the provisions outlined in the "Compost Distribution Policy," Attachment 7, attached and incorporated herein by reference, the Corporation will periodically make finished compost available free of charge to those municipalities that have also delivered leaf and yard waste to the Corporation during the current fiscal year.
 - b) **MRF Profit Share.** When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 8) to record and report to the Corporation the use or intended use of the prior year's profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition: The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than sixty (60) days on the Corporation's monthly Account Receivable Aged Balance Report.

- c) **Municipal Grants.** When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 9, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only.
- d) **Recycling Bin Discount.** A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- e) **Tip Fee Rebate.** A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW Cap wastes disposed, in accordance with Sections 2, 6, and 8 of this Agreement, at the Corporation's facilities during FY24 and FY25. This Rebate is issued to those municipalities that qualify based on the following recyclable percentages, according to the actual recorded tonnage delivered to the MRF:
 - i) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - ii) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - iii) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

Any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF will not qualify for a Rebate.

The Corporation shall issue a Rebate not later than September 1, 2024 and 2025 to those municipalities that qualified. The tonnage eligible for the Rebate in each fiscal year shall not exceed Municipality's MSW Cap calculated for that year, as defined in Section 3.

- 12. **HOURS OF OPERATION.** The normal hours of operation for receiving materials at the Corporation's facilities including the landfill and MRF are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m. The Corporation's facilities are closed on state holidays according to the Corporation's holiday schedule published annually. On the Saturday following a holiday closure, the Corporation's facilities will remain open until 1:00 p.m. The Corporation may close or modify the hours upon reasonable notice to Municipality. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests.
- 13. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

14. TERMINATIONS AND REMEDIES.

- a) **TERMINATIONS.** The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
- b) **REMEDIES.** Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:
 - i) Commence an action for damages and for injunctive relief;
 - ii) Pursue any other remedies available to it by law provided however that any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

- 15. **LICENSE RESTRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.
- 16. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasors"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any reason whatsoever.
- 17. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that Releasors, and all MSW, Mixed Recyclables, as defined herein, and other materials delivered to the Corporation's facilities by Releasors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Releasors shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Releasors shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Releasors to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its agents are grounds for the ejection of such person from Corporation property, and the removal of the Releasors vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 10).

- 18. ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without the consent of the Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.
- 19. GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.
- 20. ENTIRE AGREEMENT.** This Agreement and incorporated attachments represent the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.
- 21. SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
- 22. ATTACHMENTS.**
- (1) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
 - (2) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
 - (3) Materials Acceptance Criteria
 - (4) Fee Schedule
 - (5) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
 - (6) Municipal Transfer Policy & Form
 - (7) Compost Distribution Policy
 - (8) Recycling Profit Share Reporting Form
 - (9) Municipal Grant Policy
 - (10) On-Site Safety Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
Joseph Reposa, Executive Director

BY: _____ Dated: _____
Marc Coppolino, Director of Finance

FOR THE Town of Smithfield:

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

BY: _____ Dated: _____
Randy Rossi, Town Manager

BY: _____ Dated: _____
Anthony Gallone, Solicitor

845-RICR-00-00-4

TITLE 845 – RESOURCE RECOVERY CORPORATION

CHAPTER 00 – N/A

SUBCHAPTER 00 – N/A

PART 4 - Municipal Solid Waste Disposal Fee Pricing Structure and Procedure

4.1 Purpose

- A. The purpose of this rule is to establish cost- based and predictable municipal disposal fees to fund the Corporation's requirements to provide safe, environmentally compliant and cost effective disposal services to all RI municipalities, while at the same time ensuring that the solid waste management system remains financially self-sufficient, reserving all cash surpluses for the following reasons only:
1. Defer any future municipal price increases;
 2. Fund required major capital investments i.e. a new MRF or other RIRRC Board authorized reserves
 3. Increase landfill life using surplus to offset revenue losses from lower commercial volumes.

4.2 Overview

The municipal solid waste disposal fee pricing structure is based on projected operating cash expenses, projections for debt service and normalized capital requirements. Each biennial review will produce firm two-year municipal solid waste disposal fees, plus a planning estimate for the remaining three years of the five year look-ahead period.

4.3 Authority

Pursuant to the provisions of R.I. Gen. Laws Chapters 23-19-1 et seq., including 23-19-3, 23-19-10(5), 23-19-10(10), 23-19-13, 23-19-28.1, as amended, and in accordance with the Administrative Procedures Act, R.I. Gen. Laws Chapter 42-35, the Rhode Island Resource Recovery Corporation promulgates this rule for the purpose of establishing a Municipal Solid Waste Disposal Fee Pricing Structure and Procedure.

4.4 Definitions

“Annual tonnage disposal target” means the target sum of solid waste tons received for disposal by RIRRC for both the commercial and the municipal sectors as projected in its Five-Year Financial forecast prepared by October 1st of each year as per R.I. Gen. Laws § 23-19-37.

“Capital” means funds used to acquire or upgrade business assets with a value over \$10,000 and a useful life greater than one year.

“Cash surplus” means when the cash balance of the Corporation exceeds “minimum cash balance requirements”.

“Cash deficit” means when the cash balance of the Corporation is below “minimum cash balance requirements”.

“Cash from operations” means net income plus depreciation and closure post-closure costs.

“Capping costs” means expenses required to cover the landfill when an active area is filled and can no longer accept solid waste for disposal.

“Debt service cost” means payments of principal and interest on debt.

“Disposal” means depositing, casting, throwing, leaving or abandoning materials that are no longer wanted, needed, or have reached the end of their useful life, which need to be further managed.

“Disposal fee” means the price charged to the customer for the proper disposition of an item or items of solid waste.

“Extraordinary expenses” means cash outlays for non-recurring or non-operation expenses, such as remediation of regulatory issues, legal settlements and funding the landfill closure/post-closure trust, that are not included in operating cash expenses, debt service, or normalized capital and closure expenses.

“Equipment use fee” means the fee assessed to customers when assistance from the Corporation is needed, and the use of Corporation equipment is required. Such equipment may include a loader, bulldozer, roll-off container, or tow line.

“Fiscal year” means the period beginning July 1 and ending the following June 30.

“May” means permissive or discretionary.

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“Minimum cash balance requirements” means the cash on hand needed for emergencies, pay ongoing operating expenses, comply with bond covenants and fund authorized reserves as determined by the RIRRC Board of Commissioners.

“MRF” means Materials Recycling Facility, specifically the facility located at 33 Shun Pike, Johnston, Rhode Island.

“Municipal disposal fee” means the fee, defined in R.I. Gen. Laws § 23-19-13(g) (1), charged by the Corporation to municipalities for with which it has a long-term contract for the disposal of solid waste. This rule shall not supersede R.I. Gen. Laws § 23-19-13(g)(3).

“Municipal solid waste”, or “MSW”, means that solid waste generated by the residents of a municipality in the course of their daily living, the disposal of which the governing body of that municipality has undertaken in the discharge of its duties to protect the health of the municipality. Municipal solid waste does not include solid waste generated by residents of a municipality in the course of their employment or that generated by any manufacturing or commercial enterprise, nor does it include hazardous waste as defined in R.I. Gen. Laws § 23-19.1-4(4).

“Normalized capital and capping” means the arithmetic average of the five years of projected annual capitalized expenditures and capping costs.

“Operating cash expenses” means all operating expenses as included in the audited financial statements except for depreciation and closure/post-closure.

“Recycling cash revenue” means RIRRC revenues projected for the processing and sale of materials segregated from the waste and generated by MRF, Composting, and Tipping Facility operations.

“RIRRC” or “Corporation” means Rhode Island Resource Recovery Corporation.

“Shall” means mandatory.

“Solid waste” means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material generated by residential, institutional, commercial, industrial, and agricultural sources but does not include solids or dissolved materials in domestic sewage.

4.5 Procedure

- A. Beginning September 1, 2016 and every other year thereafter, the following procedure shall be used to determine the Municipal Disposal Fee to be charged in the two subsequent fiscal years beginning July 1, noting that a Municipal Disposal Fee increase is warranted only when the Corporation's projected cash balance falls below the minimum cash balance requirement:
1. The Corporation shall prepare a five-year financial projection of its cash flows and balances no later than October 1. This five-year projection shall use as the baseline municipal disposal fee the prevailing municipal disposal fee in effect at the time of the analysis; the baseline fee shall carry through all five years of the projection. The projection shall include full funding of landfill closure/post-closure liabilities.
 2. If a cash deficit shows in either of the first two years of the projection period then the formula described in § 4.5(A)(3) of this Part below will be used to determine the new Municipal Disposal Fee to be effective for those two fiscal years. The disposal fee as derived shall become the new baseline fee, against which further determinations of the need for future increases shall be measured. If a cash surplus is projected in each of the first two years of the projection then the municipal disposal fee will not be adjusted, and the baseline fee in effect at the time of the projection analysis shall be the municipal disposal fee effective for the subsequent two fiscal years.
 3. The projected Municipal Price per ton shall be calculated for each year of the five-year projections using the following formula or as amended by future rulemaking:
 - a.
$$\{\text{Operating Cash Expenses} + \text{Debt Service} + \text{Normalized Capital and Capping} + \text{Extraordinary Cash Expenses}\} - \text{Recycling Cash Revenue} = \text{Total Landfill Cash Expenses}$$
 - b.
$$\text{Total Landfill Cash Expenses} - \text{Commercial Revenue} = \text{Cash Required from Municipal Tip Fees}$$
 - c.
$$\text{Cash Required from Municipal Tip Fees} / \text{Target Municipal Tonnage} = \text{Projected Municipal Price per Ton}$$
 4. The Municipal Disposal Fee shall be equal to the arithmetic average of the projected Municipal Price per Ton of the first two years of the five-year projection period, rounded to the nearest whole dollar amount. Projection years three through five shall use the set fee for planning and directional

purposes only. The adjustments to the Municipal Disposal Fee will be approved and authorized by the Corporation's Board of Commissioners pursuant to R.I. Gen. Laws § 23-19-10(10) as amended, and communicated to municipalities no later than December 31, for implementation the following July 1.

5. All other fees shall be evaluated annually (see § 4.6 of this Part).
6. Pursuant to R.I. Gen. Laws § 23-19-31 as amended, recyclable materials as determined by the Department of Environmental Management shall be accepted for processing by the Corporation without a disposal fee, with the exception of those materials deemed prohibitive or contaminated, as described in § 4.6(B) of this Part.

4.6 Additional Fees

- A. Materials Recycling Facility (MRF) and Compost Facility rejected loads
 1. Loads of collected recyclable materials or leaf and yard debris which, after a determination made by the RIRRC Operations Supervisors, are seen to contain prohibited materials or excessive contamination shall be rejected and reclassified as MSW and the municipal solid waste disposal fee applied. In addition to the landfill fee, a rejected load fee shall also be applied for every instance of rejection. The rejected load fee shall be the same amount as charged to landfill customers for the "Equipment Use Fee".
- B. Disposed materials, not coded to landfilling
 1. Municipalities shall be charged disposal fees for non-landfilled materials indicated on the annual "Rate Code and Prices" sheet, as approved by the Corporation's Board of Commissioners.
- C. Items disposed by Third Party Operator (TPO)/Vendor
 1. From time to time there may be materials that for various reasons are either unable to be, are unsuitable to be, or prohibited from being landfilled. When there is a third party operator or vendor cost to removing the materials from the landfill site, that cost may be passed on to the customer.
- D. Leaf and Yard Debris

1. Leaf and Yard Debris shall be accepted at the facility, pursuant to R.I. Gen. Laws § 23-19-3(17), and associated fees outlined in the statute applied.

4.7 BILLING

- A. The Corporation shall bill the municipality monthly for the disposal of MSW at the central landfill and the municipality agrees to pay all sums due within thirty (30) days of invoice date.
- B. The Corporation shall allow an early payment discount. Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the municipality's outstanding balance to zero, the municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. The municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice, as stated in § 4.7(A) of this Part.

845-RICR-00-00-4

TITLE 845 - RESOURCE RECOVERY CORPORATION

CHAPTER 00 - N/A

SUBCHAPTER 00 - N/A

**PART 4 - Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
(845-RICR-00-00-4)**

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845-RICR-00-00-3

TITLE 845 – RESOURCE RECOVERY CORPORATION

CHAPTER 00 – N/A

SUBCHAPTER 00 – N/A

PART 3 – Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments

3.1 Purpose

In accordance with R.I. Gen. Laws § 23-19-13(g)(3) the Rhode Island Resource Recovery Corporation (“the Corporation”) has developed the below procedure to calculate “the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee”, known as the municipal solid waste cap (hereafter “Cap”).

3.2 Overview

- A. The Cap calculation procedure is based on the following criteria:
1. the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation;
 2. Caps shall be based on waste diversion targets, not on actual performance; and
 3. the distribution should account for both year round and seasonal populations.

3.3 Procedure

- A. On or before April 1st prior to the Corporation’s fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.
1. Calculate total statewide municipal sector waste generation by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.

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2. Calculate the total statewide Cap by reducing the statewide municipal sector waste generation by the waste diversion assumption of 35%, i.e. {statewide Cap X (1-0.35)}
3. Obtain the most recent year population estimate for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program's official Population Projection.
4. Calculate the year-round equivalent seasonally adjusted population:
 - a. Obtain the most recent seasonal housing estimates from the decennial census;
 - b. For each municipality assume three occupants per seasonal household, unless a modification to this assumption is approved by the Corporation's Executive Director. A municipality seeking to increase the occupants per seasonal household assumption shall submit a formal request prior to March 1st to the Corporation's Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation's Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the seasonally adjusted population using the following formula:

$$\{\text{Population Estimate}\} + \{\text{Seasonal households X occupants per seasonal household X } 3.5 \text{ months} / 12 \text{ months per year}\}$$
5. Calculate each municipality's Cap by multiplying its percentage of the total statewide seasonally adjusted population by the total statewide Cap.

845-RICR-00-00-3

TITLE 845 - RESOURCE RECOVERY CORPORATION

CHAPTER 00 - N/A

SUBCHAPTER 00 - N/A

**PART 3 - Rhode Island Resource Recovery Annual Municipal Solid Waste Cap
Allotments (845-RICR-00-00-3)**

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Materials Acceptance Criteria

In order to ensure efficient operations and the proper receipt of materials at Rhode Island Resource Recovery Corporation's (Resource Recovery) facilities, the following applies to all accepted materials, unless otherwise noted under that material's specific acceptance criteria.

1. **Fees:** Refer to the current Fee Schedule at www.rirrc.org/about/accepted-materials-pricing for pricing.
2. **Customer Load Types:** The following customers can deliver accepted materials without an appointment during normal operating hours (www.rirrc.org/about/location-hours), unless otherwise noted:
 - a. **Individual Resident Loads:** Typically arriving in a car or pickup truck with small quantities of materials
 - b. **Small Contractor Loads:** Small contractors typically arriving in a pickup truck, small dump truck, box truck, etc., with small quantities of materials
 - c. **Municipal and Commercial Customer Loads:** Municipal and commercial customers typically arriving in large collection vehicles (e.g. rear load, front load, side load, etc.) or delivering a roll off
3. **Load Delivery:** All customers delivering loads must stop at the Scalehouse. The Weighmaster will direct the customer to the applicable area in our facility such as the Small Vehicle Area, Tip Facility, Central Landfill, Materials Recycling Facility (MRF), Compost Operation, or other areas.
4. **Material Segregation:** Materials must arrive segregated, or upon arrival be segregated by the customer, according to the acceptance criteria for each individual material type listed in this document. Materials of different types delivered in mixed waste loads and not segregated by the customer upon arrival may be subject to rejection or accepted and charged in accordance with the current Fee Schedule (e.g. if your load contains recyclables and solid waste, the entire load will be charged at the higher rate).
5. **Acceptable Items & Preparation:** Loads must only contain acceptable items and be prepared as defined under each specific material.
6. **Contaminants:** Loads containing more than 10% (unless otherwise specified under a specific material) by weight or volume of contaminants as defined under a specific material's acceptance criteria will be subject to a disposal fee and any equipment and/or rejection charges.
7. **Prohibited Items:** Loads containing any percentage of **prohibited** items as listed under a specific material's acceptance criteria are subject to any of the following: immediate rejection, a disposal fee, equipment and/or rejection charges. Out-of-state waste, regulated hazardous waste, and regulated medical waste are banned from any type of acceptance at Resource Recovery. Televisions, computers (including monitors, computer towers, laptops and tablets), and mercury-added products are banned from landfill disposal.
8. **Difficult to Manage Loads:** A Load Handling Surcharge will apply to loads of materials such as dust, string, yarn, stumps, poles/beams greater than 4' in length, foam for landfilling, etc., that require extra or special handling for proper landfill disposal such as excavating a hole for placement or watering to contain dust, etc. This does not apply to materials accepted for a separate fee such as fish waste, sludge, etc. Call the Scalehouse at 401-228-3102 to help determine if your load may be difficult to manage.
9. **Local pick-up/drop-off or disposal options outside of Resource Recovery:** Visit <http://atoz.rirrc.org>.

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This document contains Resource Recovery’s Acceptance Criteria for the following materials:

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Alternate Cover Soils

All customers must contact Resource Recovery directly by calling 401-228-3282 for detailed testing criteria and to obtain a Resource Recovery soil approval letter. Delivery of loads then must be scheduled by completing the Special Delivery Request form on our website (www.rirrc.org/recycling-composting-disposal/special-materials) or calling the Scalehouse at 401-228-3102. A copy of the Resource Recovery soil approval letter is also required to be presented to the Scalehouse with every load delivery.

Antifreeze

Permitted Customers: Individual Residents

Acceptable Amounts & Items: Less than 10 gallons of new and used antifreeze from cars, motorcycles, boats, trucks, lawnmowers, etc.

Prohibited Customers: Small contractors, municipal and commercial customers

Appliances (“White Goods”)

Permitted Customers: All customers

Acceptable Items: Large appliances. Examples of items that fit the criteria, and are accepted, include:

Without CFC coolant (“Freon”):

- clothes dryers
- dishwashers
- stoves
- washing machines

With CFC coolant (“Freon”):

- air conditioners
- dehumidifiers
- freezers
- refrigerators
- water coolers

Batteries

Permitted Customers: All customers

Acceptable Items: Extra-large batteries from cars, motorcycles, boats, trucks, lawn mowers, etc.

Prohibited Items: Single-use alkaline batteries, small rechargeable batteries

Boats/Vessels and Campers

Permitted Customers & Delivery Requirements: All customers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

Acceptable Items & Preparation: Boats/vessels and campers free of all hazardous fluids and materials including gas, diesel, hydraulic oil, motor oils, batteries, and/or propane. All tanks should be removed or aerated to remove any fumes that would cause a fire or explosion upon processing. The customer will be required to sign a release form indicating that the boat/camper/vessel is free of hazardous fluids or unaerated tanks. Paddle boats, kayaks, and canoes are charged as solid waste.

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Prohibited Items: Boats/campers/vessels that contain any hazardous materials or unaerated tanks; out-of-state boats/campers/vessels; drivable motor homes; significantly oversized items (call the Scalehouse at 401-228-3102 if you think your item might be significantly oversized).

Books and Media

Permitted Customers: Individual Residents

Acceptable Items: (1) Books that are dry and free of mold and/or mildew and (2) CDs and DVDs that are commercially recorded (i.e. store-bought CDs and DVDs, not those that were home-recorded).

Prohibited Customers: Small contractors, municipal and commercial customers

Bulky Rigid Plastics

Permitted Customers & Delivery Requirements:

1. **Individual Residents and Small Contractors**
2. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable Items: Rigid plastic items must (1) be 100% rigid plastic with non-plastic parts removed, (2) be empty and free of all materials and liquids, (3) have never held hazardous materials or waste, (4) be no larger than a 95-gallon recycling/trash cart in size, but no smaller than a hard hat (approximately one cubic foot) and (5) not be drums or tanks of any size (if you are unsure if a container classifies as a drum or tank, call the Scalehouse at 401-228-3102 or see *Drums and Tanks*). Bulky rigid plastics must arrive loose (i.e. not be in contained in bags/boxes, or stacked/bundled). Examples of items that fit the criteria, and are accepted, include:

- Buckets/pails (metal handles okay)
- Hard hats (interior lining removed)
- Laundry baskets
- Lawn furniture
- Milk/soda/beverage crates
- Plastic election campaign signs (wire mounting stands removed)
- Plastic shelving
- Storage containers/bins/trays/lids
- Trash barrels/recycling bins/compost bins
- Trash/recycling carts (axles, wheels and metal handles removed), no more than 20% by volume in any load

Contaminants: These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer or cause problems in our baler. No more than 10% of these are allowed in any load:

- Items larger than 96-gallon cart: e.g. kiddie pools, sand boxes, playhouses, swing sets, plastic toys larger than a 96-gallon cart
- Items smaller than a hard hat: e.g. action figures, toothbrushes, bottles, jugs, jars, cups
- Items without non-plastic parts removed: e.g. kids wheeled toys, ride-on vehicle toys
- Items containing non-plastic parts that cannot be removed: e.g. swimming pool filter housings; appliances with cords or electric motors, like vacuums
- Brittle plastics that may shatter or splinter upon compaction (e.g. acrylic)
- Automotive bumper covers and parts
- Black flower pots
- Coolers
- Drainage pipes and gutters
- Electronics casing from computers, keyboards, etc.
- Expanded Polystyrene ("Styrofoam")
- Fencing
- Hubcaps

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- Landscape edging
- Pallets
- Pipes
- Power tool cases
- Siding
- Truck bed liners

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't plastic: e.g. fiberglass, metal, wood, glass, concrete, brick, and any other non-plastic materials, including rigid plastic containers holding trash, liquids or other material
- Aren't rigid: e.g. garden hoses, plastic hoses or tubing, window blinds
- Are drums or tanks of any size: Prohibited by plastics buyers due to Resource Conservation and Recovery Act (RCRA) regulations; see Drums and Tanks
- Contained hazardous materials/waste: e.g. automotive fluids (e.g. gasoline, motor oil), petroleum products, paint, paint chemicals (e.g. stripper, thinner, varnish), pesticides/herbicides/insecticides, or any other chemicals

Prohibited Loads: Loads containing more than 20% by volume of trash/recycling carts, including dedicated loads of trash/recycling carts

Cardboard (Dedicated Loads)

Permitted Customers & Delivery Requirements:

1. **Individual Residents and Small Contractors**
2. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable Items & Preparation: Cardboard of any size that is empty and flattened; tape and labels are OK. Cardboard pieces larger than 3' x 5' are not accepted in loads of mixed recycling.

Catch Basin Waste

Permitted Customers: Municipal and commercial customers

Acceptable Items: Solid material such as leaves, gravel, sand, sediments, soils, twigs and other organic material that is removed from storm water collection systems during catch basin, manhole or inlet cleaning operations

Prohibited Items: Loads containing any percentage of free liquids will be subject to immediate rejection

Prohibited Customers: Individual residents and small contractors

Christmas Greenery

Permitted Customers: All customers

Acceptable Items & Preparation: Real Christmas trees, wreath branches, and garland pieces that are loose (i.e. not contained in bags or netting or tied together with wire) and free of all trimmings (e.g. ornaments, tinsel, lights, wire, ties, wire frames, etc.)

Concrete/Asphalt/Brick/Rock

Permitted Customers & Delivery Requirements: All customers. Concrete/asphalt/rock delivered in mixed waste loads will be charged as solid waste and may be subject to the Load Handling Surcharge for hard to manage loads.

Acceptable Items: Concrete, asphalt, brick, and rock, free of debris and litter

Construction & Demolition Debris (C&D)

Permitted Customers: All customers. C&D is landfilled and charged as solid waste, but is tracked separately.

Acceptable Items*: Non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures and uncontaminated solid waste resulting from land clearing that is not pre-processed in a way that renders individual waste components unrecognizable, such as pulverizing or shredding. Examples of items that fit the criteria, and are accepted, include:

- Wood including painted, treated and coated wood and wood products
- Land clearing debris
- Sheetrock/wallboard/drywall, plaster, and wall coverings
- Plumbing fixtures
- Non-asbestos insulation
- Roofing shingles and other roofing coverings
- Glass
- Plastics that are not sealed in a manner that conceals other wastes
- Buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom
- Electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above

***Contaminants:** Loads containing more than 10% of the following items will be tracked as solid waste (not as C&D), even if resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing: garbage, corrugated container board, carpeting, furniture, appliance, tires, and containers greater than ten gallons in size

Prohibited Items: Loads containing any percentage of these items will be subject to immediate rejection:

- Items regulated as hazardous waste including, but not limited to: electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformer fluorescent lights, asbestos waste
- 55-gallon drums (see *Drums and Tanks*)
- Any containers having more than one inch of residue remaining on the bottom
- Fuel tanks

Cooking Oil

Permitted Customers: Individual Residents

Acceptable Amounts & Items: Less than 5 gallons of 100% plant-based cooking oils such as vegetable oil, olive oil, peanut oil and corn oil with no more than trace amounts of food particles.

Prohibited Customers: Small contractors, municipal and commercial customers

Drums and Tanks

Permitted Customers & Delivery Requirements: All customers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

Acceptable Items: Drums and tanks with 1" or less of residue; Customer will be required to sign a release form indicating that the drums/tanks are "RCRA EMPTY." (RCRA = Resource Conservation and Recovery Act)

Preparation: All drums/tanks must be "RCRA EMPTY." According to the U.S. Environmental Protection Agency, EPA 40 CFR 261.7(b):

1. A container or inner liner removed from a container that held a non-acute hazardous waste is considered empty when:
 - a. All wastes have been removed that can be removed using commonly employed practices from that type of container, e.g. pouring, pumping, aspirating; AND
 - b. No more than 2.5 centimeters (1 inch) of residue remains on the bottom of the container or liner; OR
 - c. No more than 3 percent by weight of the total capacity of the container remains if the container is less than or equal to 110 gallons in size; OR
 - d. No more than 0.3 percent by weight of the total capacity of the container remains if the container is greater than 110 gallons in size
2. A container that has held a hazardous waste that is a compressed gas is empty when the pressure in the container approaches atmospheric pressure
3. A container or inner liner removed from a container that held an acute hazardous waste as listed in 40 CFR 261.31, .32, .33I is empty when:
 - a. The container or inner liner has been triple rinsed using a solvent capable of removing the commercial chemical product or manufacturing chemical intermediate
 - b. The container or inner liner has been cleaned by another method that has been shown in the scientific literature, or by tests conducted by the generator, to achieve equivalent removal; OR
 - c. In the case of a container, the inner liner that prevented contact of the commercial chemical product or manufacturing chemical intermediate with the container has been removed

Additionally, Resource Recovery requires that:

1. The tops of the containers are removed or a hole is cut into the container or drum large enough to allow a representative of Resource Recovery to safely inspect the inside to ensure "RCRA EMPTY."
2. All hazardous waste placards be removed or defaced (e.g. spray painted over)

Prohibited Items: Resource Recovery will reject any load that contains any drums or containers not "RCRA EMPTY."

Electronic Waste (e-waste)

Permitted Customers & Delivery Requirements: Acceptable e-waste as defined below is banned from landfill disposal and will not be accepted in mixed waste loads. However, e-waste delivered in mixed loads and not segregated by the customer will be charged the per unit electronic waste fee in addition to the solid waste fee.

1. **Individual Residents**
2. **Small Contractors and Commercial Customers:** No more than fifteen (15) acceptable units per commercial customer, per day.
3. **School Loads:** Public and private K-12 schools wishing to deliver dedicated loads of more than fifteen (15) total acceptable units must receive prior approval by calling 401-228-3238 twenty four (24) hours in

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advance. Loads arriving without prior approval will be subject to rejection and/or a disposal fee. Approval of loads is based on Resource Recovery's current capacity. Schools with more than fifteen (15) units are encouraged to seek alternate options.

4. **Municipal Customers:** Municipalities must only deliver acceptable residential e-waste that has been abandoned at their municipal transfer stations/public works yards, and must call ahead to arrange to pick-up two (2) empty "wrangler" (4'x4'x4') boxes and pallets. The municipality may fill the wranglers with ONLY acceptable e-waste, as defined below, and must contact Resource Recovery to schedule a date for drop-off by calling 401-228-3238. Drop-offs are limited to one wrangler/month. This is for abandoned items only. It is not meant to replace permanent municipal drop-off programs.

Acceptable Items & Preparation: Televisions (TVs) and computers including monitors, computer towers, laptops and tablets, free from any peripheral devices (e.g. no keyboards, printers, VCRs, etc.). Do not pack acceptable e-waste in cardboard boxes and foam. Unplug and discard all cables and peripherals if still attached.

Prohibited Customers: Commercial customers with more than 15 units

Fish Waste

Permitted Customers & Delivery Requirements: All customers. Loads of fish waste must be delivered in sealed containers and are accepted Monday-Saturday, 6 AM-10 AM. Customers should take precautions to avoid any spillage of fish waste. Customers that deliver containers that are visibly leaking will be barred from future disposal.

Acceptable Items: Untreated, unlined, raw fish and shellfish waste from seafood processing facilities

Foam

Permitted Customers: Individual Residents

Acceptable Items & Preparation: Clean and dry expanded polystyrene foam ("Styrofoam"), secured inside of clear or translucent plastic bags. Examples of items that fit the criteria, and are accepted, include:

- Food service foam such as coffee cups, meat trays and take-out containers.
- Rigid foam that protected items that were once packaged in cardboard boxes. Any oversized rigid packaging foam pieces that would fit one-to-two pieces per bag can remain loose.

Prohibited Items: These items either (1) do not fit the acceptance criteria or (2) fit it, but are prohibited by our buyer:

- Loose foam not secured inside of clear or translucent plastic bags (except for oversized pieces)
- Spongy foam (i.e. foam that you can squeeze like "#1" Fan fingers or pool noodles)
- Foam packaging peanuts
- Foam insulation board

Prohibited Customers: Small contractors, municipal and commercial customers

Leaf & Yard (L&Y) Debris

Permitted Customers & Delivery Requirements: All customers. L&Y debris delivered in mixed loads with stumps will be charged as stumps.

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Acceptable Items & Preparation: Brush and branches less than 3" inches in diameter, leaves, twigs, and grass clippings are accepted as L&Y debris; must be delivered loose or in paper leaf and lawn bags.

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection and applicable fees:

- Stumps such as brush, branches, limbs, trunks and stumps from trees and bushes greater than 3" inches in diameter will be charged as stumps
- Plastic bags: L&Y debris arriving inside plastic bags that are not emptied out at the L&Y debris intake pile will be charged as solid waste
- Litter/trash (e.g. coffee cups, plastic bottles, paper, plastic) will be charged as solid waste
- Invasive species (e.g. Japanese Knotweed, Garlic Mustard) will be charged as solid waste. For a comprehensive list of invasive species and disposal instructions, visit the Rhode Island Department of Environmental Management's website: <https://dem.ri.gov/ri-stormwater-solutions/in-the-weeds/tips.php>

Mattresses/Box Springs

Permitted Customers & Delivery Requirements: Acceptable mattresses/box springs can arrive together, but acceptable mattresses/box springs delivered in mixed waste loads with other materials will be charged as unrecoverable mattresses/box springs.

1. **Municipal and Commercial Customers:** Not accepted for recycling. Municipal and commercial customers must bring all dedicated loads of mattresses/box springs for recycling directly to a Mattress Recycling Council (MRC) Recycling Facility (<http://byebyemattress.com/rhode-island>), and **not to Resource Recovery**.
 - Dedicated loads delivered to Resource Recovery will be landfilled and charged as mattress/box springs - dedicated load. Resource Recovery will only accept a total of two (2) dedicated loads of mattresses daily and they must be received no later than 1 PM Monday-Friday. Customers are encouraged to call the Scalehouse at 401-228-3102 prior to shipment of any dedicated load for disposal.
2. **Small Contractors** are encouraged to bring all dedicated loads of mattresses/box springs for recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island>), and **not to Resource Recovery**. However, Resource Recovery will accept small commercial loads of mattresses/box springs up to three (3) individual units provided the items are placed in the designated location, as directed. More than three (3) individual units will be charged as mattress/box springs - dedicated load.
3. **Individual Residents** must deliver mattresses/box springs for recycling to the Tip Facility. Customers are responsible for placing mattresses and box springs in the designated location, as directed, or they will be charged as unrecoverable mattress/box springs.

Acceptable Mattresses: Any sleep surface (including used or renovated), that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and contains resilient material, such as steel innersprings, foam, fiber, or other filling or upholstery materials, used alone or in combination, regardless of size or shape.

Attachment 3

Acceptable Box Springs: Any structure (including used or renovated) used to support a mattress or sleep surface that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, and includes both adjustable bases or foundations and stationary foundations.

Prohibited Items: These units either (1) clearly do not fit the acceptance criteria or (2) fit it, but are not accepted in the MRC program. The following will be charged as unrecoverable mattresses/box springs, or as solid waste:

Unrecoverable Mattresses/Box Springs are units that are:

- Disassembled, or from which materials, such as metal, have been removed
- Saturated or frozen
- Not covered in ticking or fabric
- Broken, twisted, or damaged that do not lie flat
- Contaminated with bed bugs (must be wrapped in plastic and marked with “BB” on both sides prior to landfill disposal)
- Severely contaminated with bodily fluids, strong odors, mold or mildew

Solid Waste:

- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- Crib and bassinet mattresses
- Juvenile products (e.g. carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers)
- Mattress pads
- Mattress toppers
- Pillows
- Sleeping bags
- Sofa beds
- Futons
- Collapsible roll-away beds
- Waterbeds that contain no upholstery material

Mixed Recycling

Permitted Customers & Delivery Requirements: All customers. All acceptable mixed recycling materials can arrive mixed together.

1. **Individual Residents and Small Contractors** must deliver to the Small Vehicle Area.
2. **Municipal and Commercial Customers** must deliver loads to the MRF.

Preparation: Resource Recovery expects customers to treat unprocessed comingled recyclables as a commodity during collection and delivery to the MRF to allow for proper sortation when processed through the MRF. Materials received in a condition inconsistent with the **moisture** and **compaction** standards below, or otherwise found objectionable by Resource Recovery staff, may be rejected as these issues contribute to cross-contamination, loss of quality recyclables, processing inefficiencies and higher residue rates. Rejected loads will be recoded as solid waste and the customer will be subject to the appropriate fee and other surcharges including equipment usage fees.

Attachment 3

Excessive Moisture: Customers shall ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet or contain an excessive amount of snow, ice or frozen material to process shall be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

Excessive Compaction: While balancing the utilization of the hauling vehicle's maximum load capacity, the customer shall prevent the excessive compaction of material to be delivered to the MRF. Loads that have been subject to excessive compaction cannot be sorted properly causing excess residue and/or contamination. Resource Recovery recommends a 2.5:1 maximum compaction ratio to reduce MRF residue and preserve commodity values. Using data from the 2016 EPA Volume to Weight conversion table, single family comingled recyclables average 126 pounds per cubic yard (e.g. a vehicle with 30 yards capacity should not exceed 5 tons of residential single stream material). Loads that are found to be excessively compacted and unsuitable for processing may be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

No Bagging/Bundling: All materials must arrive loose (i.e. not be in plastic bags, leaf and lawn bags, cardboard boxes or bundled together). Materials received in bags will be treated as solid waste and disposed of as residue regardless of the recyclability of the items within the bags.

Acceptable: Materials must be (1) commingled plastic, glass, metal, and paper/cardboard items that follow the acceptance criteria outlined below, by material type, (2) dedicated loads of acceptable material types, (dedicated loads of glass may be accepted with advance notice and permission from RIRRC), (3) no more than 50% glass by weight in any mixed load, (4) free from excessive moisture, (5) loose, and (6) free from excessive compaction.

Contaminants: These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

	Acceptable	Contaminants
Plastic	Plastic items must be empty containers that never held flammable liquid, 5 gallons in size or smaller. Examples of items that fit the criteria, and are accepted, include: • Jars (e.g. peanut butter, mayo) • Jugs (e.g. milk, juice, detergent) • Tubs (e.g. ice cream, margarine) • Bottles (e.g. soda, shampoo) • Cups (e.g. iced coffee) • Clamshells (i.e. clear plastic take-out containers) • Cartons (i.e. plastic egg cartons) • Blister packaging (i.e. containers molded into the shape of the consumer product it holds)	• Any plastic item that is not a container (e.g. hangers, toys, VHS tapes, shelving) • Any plastic container that held hazardous liquid (<i>see prohibited items below.</i>) • Any plastic container larger than 5 gallons in size (e.g. large plastic storage totes) • Any plastic container ≤ 2" in diameter and height • Containers that aren't empty • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. foil-plastic juice pouches, snack bags, candy wrappers, yogurt tops) • Styrofoam containers (e.g. cups, take-out containers, coolers, etc.) • Compostable containers (labeled "compostable," "biodegradable" or "PLA") • Containers that crinkle or tear easily (e.g. plant plug trays) • Containers that shatter (e.g. CD cases) • Plastic film (plastic bags, bubble wrap, shrink wrap)

	Acceptable	Contaminants
Metal	Metal items must be empty cans/lids or clean foil. Examples of items that fit the criteria, and are accepted, include: - Aluminum beverage cans/bottles - Aluminum cat food cans - Steel/tin food cans - Aerosol cans (depressed nozzle results in no product/air/noise) - Aluminum foil - Aluminum pie plates and serving dishes	- Any metal items that aren't cans/lids or foil (e.g. wire hangers, pots, pans) - Cans that aren't empty - Foil that is not clean - Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. juice pouches, snack bags, candy wrappers, yogurt tops)
Glass	Glass items must be empty bottles or jars. Examples of items that fit the criteria, and are accepted, include: - Drink bottles (e.g. soda, juice, tea, beer, wine) - Food jars (e.g. sauce, jam/jelly, condiments, baby food)	- Any glass items that aren't bottles or jars (e.g. lightbulbs, windows, drinking glasses, bowls, ceramics) - Glass bottles and jars that aren't empty - Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. ½ glass ½ plastic pepper grinder) <i>Though broken glass bottles and jars are accepted, Resource Recovery continues to advise those cities, towns, businesses, or institutions with manual collection to refrain from putting broken glass bottles or jars in their recycling for the protection of custodial staff and curbside haulers.</i>
Paper/ Cardboard/ Cartons	Paper and cardboard must be (1) reasonably clean, dry, and flat (some grease on cardboard pizza boxes is OK); (2) in pieces no larger than 3' x 5'; Cartons must be (1) empty and (2) not crushed completely flat. Examples of items that fit the criteria, and are accepted, include: - Books (soft-covered or with hard cover removed) - Cartons – Gable top (e.g. milk, creamer, juice) - Cartons - Aseptic (e.g. soy milk, broth, juice boxes) - Corrugated cardboard (up to 3' x 5', flattened) - Egg cartons - Envelopes 100% paper gift bags with handles removed - Magazines / catalogs	- Paper/Cardboard that isn't clean (some grease on cardboard pizza boxes OK) - Paper/Cardboard that isn't reasonably dry - Cardboard pieces larger than 3' x 5' should be cut down to size - Hybrid items made up of near equal part of different materials or 3+ different materials (e.g. photographs, cigarette packs, bubble wrap padded envelopes, nut canisters, three ring binders) - Sanitary paper (e.g. napkins, tissues, or paper towels) - Shredded paper - Wet-strength cardboard (e.g. soda boxes, six-pack carriers, frozen food boxes, paper coffee beverage/soup cups, soap or laundry detergent boxes) - Wax coated or wire reinforced cardboard (e.g. boxes used to transport fresh produce)

Attachment 3

	Acceptable	Contaminants
	• Newspaper • Notebooks • Office paper • Paperboard boxes (e.g. food boxes, shoe boxes) • Paper towel inner tubes • Wrapping paper	

Other Contaminants:

- Textiles: e.g. clothing, towels, blankets, sheets, linens, luggage, backpacks, tote bags and footwear

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't loose (i.e. any bagged materials, including bagged recycling and bagged municipal or commercial solid waste, any materials that are excessively compacted.)
- Aren't empty (i.e. any container still containing hazardous waste, pressurized contents, or unknown contents)
- Aren't reasonably dry (i.e. material that has been coated by liquids such as paint, petroleum or chemicals)
- Aren't: (1) plastic containers that never carried flammable liquid, (2) metal cans/lids or foil, (3) glass bottles or jars, (4) paper, cardboard, or cartons, for example:
 - Organics: e.g. food waste, cooking oil-soaked materials, pet waste, human waste, deceased animals, and yard waste such as leaves, branches, stones, mulch, dirt / potting soil, grass clippings, flowers, plants and weeds
 - Construction and demolition debris: e.g. windows, siding, tile, gutters, shingles, pipe, drywall concrete, brick, gravel, wood, sawdust, dirt, sand
 - Medical/biological waste: e.g. hypodermic needles, auto-injection pens and lancets, intravenous (IV) tubing and bags, oxygen respiration tubing and masks, soiled diapers/changing pads
 - Explosives/flammables/combustibles: e.g. firearms, ammunition, fireworks, cylinders/tanks including but not limited to propane/acetylene/oxygen/helium, and containers labeled as having one time contained flammable fluids such as automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers).
 - Items that wrap / can be tied in a knot: e.g. string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and nets
 - Bulky/special waste: e.g. electronic items like printers and laptops, appliances like A/C units and microwaves, furniture, exercise equipment
 - Dangerous ferrous and non-ferrous scrap metal: e.g. sheet metal, pipe, auto parts-such as brake rotors/brake drums, wheels, structural steel such as rebar, angle iron, channel steel, tools, knives, razor blades, saw blades, drill bits, nails/screws
 - Lithium Batteries/Lithium-Ion Batteries: Loose or installed in a device.

Motor Oil and Filters

Permitted Customers: Individual Residents

Acceptable Amounts & Items: Less than 10 gallons of new and used oil, motor oil and filters from cars, motorcycles, boats, trucks, lawnmowers, etc.

Prohibited Customers: Small contractors, municipal and commercial customers

Plastic Bags and Film

Permitted Customers & Delivery Requirements: Plastic bags and film are not accepted in loads of mixed recycling.

1. **Municipal and Commercial Customers:** Municipal and commercial customers must receive prior approval from the MRF by calling 401-228-3187 twenty four (24) hours in advance. Loads arriving without prior approval will be subject to rejection and/or a disposal fee.
2. **Individual Residents and Small Contractors:** Small amounts must be delivered to the Small Vehicle Area. Small amounts can also be brought to the plastic bag and film collection containers located in large grocery, pharmacy, or big-box stores in RI. Individual residents with larger amounts should follow the municipal and commercial load instructions above.

Acceptable Items: Plastic bags and film must be (1) empty, (2) clean, (3) dry, and (4) capable of stretching over your thumb (even just a little). Examples of items that fit the criteria, and are accepted, include:

- Airpacks (from shipped packages)
- Bread/bagel bags
- Bubble wrap and bubble wrap envelopes
- Cereal box liners
- Dry cleaning bags
- Furniture, mattress and electronic overwrap
- Mattress bags
- Newspaper bags
- Overwrap from paper towels, toilet paper, cases of water/soda/beverages
- Pellet/firewood bags
- Produce bags
- Sandwich bags (remove hard zippers)
- Shopping bags

Contaminants: These items either (1) do not fit the acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

- Don't stretch: e.g. cellophane wrapping, vinyl bags, microwave-ready bags
- Clingy food wrap
- Bags that held hazardous material e.g. lime pellets, fertilizers and pesticides
- Bags labeled "biodegradable" or "compostable"

Scrap Metal

Permitted Customers: All customers

Acceptable Items: Scrap metal items that are 100% metal. Scrap metal items that are less than 100% metal are evaluated on a case-by-case basis. **Preparation:** (1) Always remove as much non-metal from scrap items as possible (e.g. plastic, foam, textiles, etc.), (2) Sharp ends on scrap items such as knives must be covered with thick tape (e.g. masking, electrical, duct) or a piece of folded cardboard, and (3) Fluids must be drained from lawn/garden power equipment and any batteries must be removed. Examples of items that fit the criteria, and are accepted, include:

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- Auto parts
- Car jacks
- Chain link fencing
- Filing cabinets
- Golf clubs
- Grills (tank removed) and grill grates
- Keys
- Lawn mowers (drained of fluids)
- Lawn mower blades
- License plates
- Nails, screws, nuts and bolts
- Pipes
- Pots, pans and baking sheets
- Tools
- Shower heads and shower rods
- Sinks
- Snow blowers (drained of fluids)

Seaweed

Permitted Customers & Delivery Requirements: Municipal customers only; must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable Items: Seaweed (i.e. marine plants and algae)

Contaminants: Because municipal customers are allowed to deliver seaweed under the Municipal L&Y Debris Cap, loads cannot contain more than 10% of debris/litter in any load.

Prohibited Customers: Individual residents, small contractors, commercial customers

Shredded Paper

Permitted Customers & Delivery Requirements: Shredded paper delivered in mixed waste loads or delivered un-bagged will be charged as solid waste.

1. **Municipal and Commercial Customers** must contact the MRF at 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee. Properly prepared shredded paper (contained in plastic bags) can also be included with dedicated cardboard loads (as outlined in "Cardboard [Dedicated Loads]").
2. **Individual Resident and Small Contractors** must deliver shredded paper to the Small Vehicle Area.

Acceptable Items & Preparation: Pre-shredded sensitive documents; trace amounts of shredded staples, paper clips, tape, etc. Shredded paper must be secured in a bag prior to placement in the container. Shredded paper is not accepted in loads of mixed recycling. If you are looking to have sensitive documents shredded, look for events listed on www.rirrc.org/announcements/events.

Sludge Ash

Permitted Customers & Delivery Requirements: All customers must schedule delivery with the Scalehouse by completing the Special Delivery Request form on our website (www.rirrc.org/recycling-composting-disposal/special-materials) no earlier than one week prior to your requested delivery date. No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Acceptable Items: Sludge ash, the by-product produced during the combustion of dewatered sewage sludge in an incinerator.

Sewage Treatment: Sludge and Grit/Rags

Permitted Customers & Delivery Requirements: All customers must schedule delivery with the Scalehouse by completing the Special Delivery Request form on our website (www.rirrc.org/recycling-composting-disposal/special-materials) no earlier than one week prior to your requested delivery date. Dedicated loads of sludge/grit/rags are accepted Monday- Friday, 9 AM-2 PM.

Loads must be delivered in sealed containers. Customers should take precautions to avoid any spillage of sludge waste. Customers that deliver containers that are visibly leaking will be barred from future disposal. Sewage sludge material produced from all sources is subject to pre-approval from Resource Recovery.

Acceptable Items: In-state:

- Residual, semi-solid material that is produced as a by-product during sewage treatment of municipal wastewater
- Grit and rags captured during the treatment of sludge

Solar Panels

Permitted Customers & Delivery Requirements: All customers. Dedicated loads of solar panels can be accepted either for recycling and charged as Solar Panels or landfilled and charged as solid waste.

Acceptable Items: Solar panels

Solid Waste

Permitted Customers: All customers

Acceptable Items: Solid waste generated in RI, free of all prohibited materials shown below.

Prohibited Items: Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility.

- Out-of-state waste (\$50,000 fine)
- Out-of-state rejected loads of mixed recycling
- Regulated Hazardous Waste
- Regulated Medical Waste
- Electronic waste: televisions, computers, monitors, laptops and tablets
- Mercury-added products

Solid Waste Soils

Permitted Customers & Delivery Requirements: All customers must contact Resource Recovery directly by calling 401-228-3282 for detailed testing criteria and to obtain a Resource Recovery soil approval letter. Delivery of loads then must be scheduled by completing the Special Delivery Request form on our website (www.rirrc.org/recycling-composting-disposal/special-materials) or calling the Scalehouse at 401-228-3102. A copy of the Resource Recovery soil approval letter is also required to be presented to the Scalehouse with every load delivery. No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Acceptable Items: Soils not accepted as Alternate Cover (see *Alternate Cover Soils*).

Street Sweepings

Permitted Customers: Municipal and commercial customers

Acceptable Items: Screened street sweepings such as sand that was used on streets, roads, highways and parking areas, both public and private, and that is ultimately swept or cleaned; may be mixed with residual salt during winter storm operations.

Contaminants: Contaminated street sweepings will be charged as solid waste. The following items do not fit the acceptance criteria. No more than 10% of these are allowed in any load:

- Trash, debris or other items not typically found in streets, roads, highways and parking areas
- Storm water catch basin, manhole, or inlet cleanings

Stumps

Permitted Customers & Delivery Requirements: All customers. Loads of stumps containing L&Y debris will be charged as stumps. Stumps delivered in mixed loads will be charged as solid waste.

Acceptable Items & Preparation: Brush, branches, limbs, trunks and stumps from trees and bushes greater than 3" inches in diameter; must be segregated from all other L&Y debris.

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection and charged as solid waste:

- Plastic bags
- Litter/trash (e.g. coffee cups, plastic bottles, paper, plastic)
- Invasive species (e.g. Japanese Knotweed, Garlic Mustard). For a comprehensive list of invasive species and disposal instructions, visit the Rhode Island Department of Environmental Management's website: <https://dem.ri.gov/ri-stormwater-solutions/in-the-weeds/tips.php>

Textiles

Permitted Customers: Individual Residents

Acceptable Items & Preparation: Clean, dry, and odorless textiles, including non-apparel and worn/torn/stained items; must be secured in plastic bags prior to placement in the clothing/textile bin. Examples of items that fit the criteria, and are accepted, include:

- | | |
|---|--|
| • Accessories, e.g. belts, hats, purses, scarves, neck ties | • Home items, e.g. curtains, tablecloths, cloth napkins, shower curtains, towels |
| • Bedding, e.g. sheets, comforters | • Pet beds and clothing |
| • Clothing | • Shoes/boots/slippers |
| • Costumes | • Swimsuits and undergarments |
| • Fabric remnants | • Yarn |

Contaminants: These items fit the acceptance criteria, but are not accepted by our recycler: Pillows, rugs/carpeting, rags used for hazardous waste residue (e.g. motor oil, paint)

Prohibited Customers: Municipal and commercial customers

Tires

Permitted Customers & Delivery Requirements: All customers. Tires delivered in mixed loads will be charged the applicable per unit tire fee in addition to the solid waste fee. Dedicated loads of tires that do not meet the acceptance criteria will be landfilled and charged as Tires-Non-Recoverable.

Acceptable Items: Whole tires, clean and delivered free from any dirt or debris, including those on rims, from cars, motorcycles, and bicycles; as well as tractor trailer tires and oversized tires.

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Forklift tires
- Solid tires and foam filled tires
- Tires cut in half (or more)
- Tires contaminated with dirt or other debris

Wood Pallets

Permitted Customers: All customers

Acceptable Items: Clean wooden pallets free of any paint, banding, bolts, or metal

Prohibited Items: These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Pallets that aren't clean (e.g. pallets with paint, banding, bolts, metal, etc.)
- Wood items that aren't pallets (e.g. plywood, lumber, stumps, firewood, branches, spools, crates, etc.)



Fee Schedule – FY23

Effective 1/1/2023, except where noted; all prices are subject to change

Customers must review the current Materials Acceptance Criteria at www.rirrc.org/about/accepted-materials-pricing. Disposal rates apply only to those acceptable, properly prepared items, as described under each material type in the current Materials Acceptance Criteria.

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
358	Alternate Cover ¹ – Non-Hazardous, Processed Contaminated Soil	\$0-\$40/ton ^{2,6}	1 ton
N/A	Antifreeze	\$0	
102	Appliances ("White Goods") – <u>without</u> CFC coolant ("Freon")	\$0 each	
511	Appliances ("White Goods") – <u>with</u> CFC coolant ("Freon")	\$12 each	
310	Batteries	\$6 each	
133	Boats/Vessels, Campers, Drums and Tanks ⁴	\$350/ton ^{2,6}	\$175
N/A	Books and Media	\$0	
830	Bulky Rigid Plastics ⁵	\$0	
807	Cardboard (Clean) ⁵	\$0	
313	Christmas Greenery – Municipal and Residential	\$0	
311	Christmas Greenery – Commercial	\$30/ton ⁶	\$30
940	Compost Bins	\$45 each	
940	Compost Bins – Municipal, Qty. ≥ 80	\$35 each	
670	Compost For Sale – Municipal	Per contract	
670YD	Compost For Sale – In Bulk	\$30/yd ³	\$15
670BAG	Compost For Sale – By the Bag	\$8/40 lb. bag	
341	Concrete/Asphalt/Brick/Rock	\$20/ton ⁶	\$20
112	Construction & Demolition (C&D) Debris / Bulky Wastes	See <i>Solid Waste</i>	
361	Controlled Fill w/ Approval ¹	\$0 - \$100/ton ^{2,6}	\$100
N/A	Cooking Oil	\$0	
329L	Electronic Waste (e-waste) – units found in mixed loads (Non-Recoverable)	\$30.00 each	
329B	Electronic Waste (e-waste) – up to 7 units (Recoverable)	\$20.00 each	
331SP	Solar Panels	\$1,350/ton	\$65
331	Electronic Waste (e-waste) – 8 units plus	\$700.00/ton ²	\$35
329	Electronic Waste (e-waste) – Residential	\$0	
324	Fish Waste	\$115/Ton ^{2,6}	\$65

Attachment 4

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
N/A	Foam	\$0	
312	Leaf & Yard (L&Y) Debris	\$40/ton ⁶	\$30
312	Leaf & Yard (L&Y) Debris – Muni w/ Contract: Under-the-Cap	\$0	
312	Leaf & Yard (L&Y) Debris – Muni w/ Contract: Over-the-Cap	\$25/ton	\$25
335	Leaf & Yard (L&Y) Debris – Segregated Stumps (over 3’)	\$75/ton ⁶	\$55
334	Mattresses / Box Springs (for Recycling) – up to 3 units	\$0	
328	Mattresses / Box Springs – Unrecoverable in mixed load	\$70 each	
328	Mattresses / Box Springs – more than 3 units	\$70/unit	
330LF	Mattresses / Box Springs – dedicated load	\$2,000/ton	\$70
714	Municipal Single Stream	\$0	
814	Commercial Single Stream – In-State ⁴	Call for pricing	
814R	Commercial Single Stream – Rejected	See <i>Solid Waste</i>	
	814R from Out-of- State must be removed from premises		
814OS	Commercial Single Stream – Out-of-State ⁴	Call for pricing	
N/A	Motor Oil and Filters	\$0	
N/A	Plastic Bags and Film ⁵	\$0	
920	Recycling Bins, 22 gal – Municipal (not for sale to individuals)	\$Per contract	
N/A	Scrap Metal	\$0	
332	Seaweed – Muni w/ Contract: Under-the-Cap ⁴	\$0	
332	Seaweed – Muni w/ Contract: Over-the-Cap ⁴	\$25/ton	
N/A	Sharps, Household (by appt. only: rirrc.org/ecodepot)	\$0	
N/A	Shredded Paper ⁵	\$0	
314S	Sewage Treatment - Sludge ³	\$150/ton ^{2,6}	150
314G	Sewage Treatment – Grit/Rags ³	\$150/ton ^{2,6}	150
<u>SOLID WASTE – MUNICIPAL</u>			
208	Solid Waste – Johnston resident w/ Town-issued permit: up to 1 ton	\$0	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY23	\$54/ton	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY24	\$58.50/ton	
201	Solid Waste – Muni w/ Contract: Under-the-Cap FY25	\$63/ton	
201	Solid Waste – Muni w/ Contract: Over-the-Cap FY23	\$100/ton	
201	Solid Waste – Muni w/ Contract: Over-the-Cap FY24 & FY25	\$115/ton	
201	Solid Waste – Muni, Non-Contract (Over the Cap Rate)	\$115/ton	\$65
201R	Rejected Recycling Route	Refer to Code 201	
230	Catch Basin Cleanout	Refer to Code 201	
714R	MRF Rejected Load	Refer to Code 201	
<u>SOLID WASTE – COMMERCIAL³</u>			
101	Solid Waste – Non-Contract (Gate Rate)	\$115/ton ^{2,6}	\$65
118	Solid Waste – with Contract	\$115/ton ^{2,6}	\$65
135	Solid Waste – 2-6” Ground	\$100/ton ^{2,6}	\$65
132	Solid Waste Soils / Approval ¹	\$115/ton ^{2,6}	\$115
355	Street Sweepings – Municipal & State, Screened	\$20/ton	
355	Street Sweepings – Commercial	See <i>Solid Waste</i>	
N/A	Textiles	\$0	

Attachment 4

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
308	Tires – Car	\$8.00 each	
336	Tires – Tractor Trailer	\$15 each	
327	Tires – Oversized, Off-road	\$125 each	
307	Tires – Commercial load	\$300/ton	\$125
307	Tires – Municipal load w/ Contract	\$300/ton	\$55
307LF	Tires-Non -Recoverable	\$300/ton ^{2,6}	\$125
311	Wood Pallets	\$30/ton ⁶	\$30

MISCELLANEOUS CHARGES

502	Equipment Use - Landfill	\$250 each
502M	Equipment Use - MRF Rejected Load Handling Charge	\$250 each
251	Tip Facility Use fee	\$20/ton
516	Load Handling Surcharge (Hard to Manage Loads) up to 10 tons	\$40/ton - \$100 maximum fee
517	Load Handling Surcharge (Hard to Manage Loads) >10 tons	\$40/ton - \$250 maximum fee
508	Weight Only	\$5.00 per vehicle
N/A	Delinquent payment charge (>30 days)	12% per annum
970	Safety Vests	\$3.00
N/A	Tour – Out-of-state group	\$100/bus
N/A	Tour/Program – No show/cancellation <24 hours in advance	\$50/bus
HCSC	Host Community Commercial Vehicle Surcharge	\$3/load

1 - Contact the engineering department at 401-942-1430 Ext 3282.

2 - \$3.00 Host Community Commercial Vehicle Surcharge (HCCVS) may apply. RI Law § 23-19-13(g)(1) requires RIRRC to charge an additional \$3.00 fee per vehicle transaction, except for vehicles carrying municipal solid waste as defined by 23-19-5. All HCCVS fees are paid to the Town of Johnston. This fee appears as a separate charge on the truck slip.

3 - Commercial Solid Waste price is subject to change with 30 day notice provided to the customer.

4 - Contact Scale House for pricing/scheduling 401-942-1430 Ext. 3102

5 - Only accepted with prior approval (for bulky rigid plastics, prior approval required for municipal and commercial loads only— not small vehicle loads): Contact the MRF at 401-942-1430 Ext. 3187.

6 - \$3.00 Fuel Surcharge applies to commercial loads.



Municipal Leaf and Yard Debris Cap Sharing Policy

POLICY

- Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- Resource Recovery will administer all provisions of this policy.

SCOPE

- This policy applies to all Rhode Island municipalities.

RESPONSIBILITY

- The Executive Director has overall responsibility for this policy.
- The Director of Policy and Programs is responsible for the implementation of this policy.
- The Municipal Program Coordinator is responsible for the daily administration of this policy.
- The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- The Municipalities are responsible for initiating the cap transfer process amongst themselves.

GENERAL GUIDELINES

- Resource Recovery shall allow L&Y cap transfers as described below.
- Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.
- A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.

Last updated: 02/08/2017; visit www.rirrc.org for most up-to-date version.

- Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
- Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
- L&Y cap shall not be transferred from one fiscal year to another.
- L&Y cap shall not be borrowed from subsequent fiscal years.
- Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
- Municipalities are under no obligation to transfer L&Y cap.

LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

Resource Recovery Process

- Resource Recovery will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:
 - Municipality Name
 - Original L&Y Cap Amount
 - L&Y Cap Amount Available for Transfer
 - L&Y Cap Amount Available to Receive
- Resource Recovery shall process transfers according to the “Municipal Process” laid out below
- Resource Recovery shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- Resource Recovery shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

Municipal Process

- Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- The Owner shall sign the Requestor’s form indicating approval to transfer the L&Y cap amount from the Owner’s municipal L&Y cap to the Requestor’s municipal L&Y cap.
- Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If

Last updated: 02/08/2017; visit www.rirrc.org for most up-to-date version.

Attachment 5

illegible, Resource Recovery reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

- U.S. Postal Service addressed to:
RI Resource Recovery
65 Shun Pike
Johnston, RI 02919
Attn: Scalehouse and Customer Service Manager
- Fax to:
942-0239
Attn: Scalehouse and Customer Service Manager
- Email to:
scalehouse@rirrc.org
- Hand deliver to Scalehouse and Customer Service Manager

RESOURCE RECOVERY SCALEHOUSE PROCESS

- Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse and Customer Service Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- The Scalehouse and Customer Service Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- The Scalehouse and Customer Service Manager shall provide an updated L&Y cap list to the the Municipal Program Coordinator for distribution to the municipalities.
- A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



MUNICIPAL LEAF & YARD DEBRIS CAP TRANSFER FORM

Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) has established a program to facilitate the transfer of municipal leaf and yard (L&Y) debris cap amongst Rhode Island municipalities. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.

Please complete the Municipal Sections of this form and transmit when completed to Accounts Receivable via any method below:

Email: accountsreceivable@rirrc.org OR Fax: 401-942-5174 OR US Mail: 65 Shun Pike, Johnston, RI 02919

MUNICIPAL SECTION

Requestor:

The City/Town of _____ requests a transfer of L&Y Debris Cap in the amount of _____ tons from the City/Town of _____.

Municipal Official's Signature

Name Printed

Date

Owner/Approver:

The City/Town of _____ approves the transfer of L&Y Debris Cap in the amount of _____ tons to the City/Town of _____.

Municipal Official's Signature

Name Printed

Date

RIRRC Use Only

Date Cap Transferred: _____

Accounts Receivable Signature: _____



Municipal Transfer Policy

PURPOSE

The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's ("Corporation" or "RIRRC") requirements for municipalities utilizing a Transfer Station for shipping materials to the RIRRC Facility located in Johnston, Rhode Island. This includes solid waste destined for disposal, recyclables destined for the Materials Recycling Facility (MRF), leaf and yard waste to be composted, or any other materials to be received and processed by the RIRRC. This policy also establishes a standard procedure that municipalities must follow to account for the transfer of materials.

SCOPE

The provisions of this policy apply to all municipalities utilizing a Transfer Station licensed by the RI Department of Environmental Management for the shipment of materials to the RIRRC facilities.

OBJECTIVES

The objectives of this policy are to: 1) protect the public's investment in the RIRRC facilities, including the landfill and the MRF; 2) assist Rhode Island municipalities in the efficient collection and shipping of materials destined for the RIRRC facilities; 3) ensure that municipally generated materials such as municipal solid waste, recyclables and leaf and yard waste are being shipped to the RIRRC facilities; 4) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality; 5) maximize the return on the marketing of recyclables; and 6) that commercial materials collected at transfer stations are billed as such.

DEFINITIONS

For the purposes of this policy, all definitions below and contained in the RI Department of Environmental Management Rules and Regulations for Solid Waste Management Facilities and Organic Waste Recycling Facilities (250-RICR-140-05-1), shall apply:

- "Municipal Transfer Station" - shall mean a Transfer Station accepting materials from one municipality entity and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in the Corporation's view, provided that the municipalities involved have a written agreement on file with the Corporation and signed by the appropriate officials from both municipalities, indicating the responsible party for billing and crediting purposes.
- "Regional Transfer Station" - shall mean a Transfer Station accepting materials from more than one municipality, or, any commercial entity.

- “transfer” – shall mean to take material from collection vehicles and ultimately place them in other transportation units for movement to another solid waste management facility.
- “Transfer Station” – for the purpose of the policy, is a single term that encompasses both Municipal Transfer Stations and Regional Transfer Stations.

POLICY

All municipalities utilizing Transfer Stations for shipping materials to the RIRRC facilities must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement.

Municipalities requesting permission to utilize a Transfer Station to transfer materials must demonstrate that a significant cost savings can be achieved versus direct hauling the material to the Johnston facility.

PROCEDURE

All municipalities that transfer materials to the RIRRC via a Transfer Station shall submit a written request to the RIRRC Executive Director for approval. The municipality, or its designee, is responsible for developing a plan to ensure that all municipally generated material collected and deposited in the Transfer Station is transported to the RIRRC for processing or disposal.

All requests must contain the following information:

1. Names, phone numbers and addresses of the appropriate Municipal or Corporate officers, if applicable, responsible for the operation of said Transfer Station;
2. Copies of RIDEM license and operating plans for the facility;
3. If not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and tipping ramps and platforms used in the handling and processing of materials.
4. A plan for the bi-annual calibration and certification of weighing facilities, if so equipped;
5. A plan describing means or mechanisms for keeping municipal materials separate from commercial and to ensure that all municipally generated material is ultimately transported to the RIRRC for processing or disposal;
6. A plan describing the means or mechanisms for tracking the transaction weight information to accurately separate the municipally generated and collected materials from the commercial sector. Each material type and corresponding weights must be recorded and tracked separately for reporting purposes; and
7. A plan for the transfer of all weight transaction information to RIRRC, including a means for verification of weight transaction information by the appropriate Municipal official. The Municipality, or its designee, must transmit no later than the 2nd business day of the following month, the weight transaction information to RIRRC for verification and accounting purposes.

Upon receipt of a request, the RIRRC Executive Director or a designee will arrange to inspect the facility within 30 business days. The inspection will consist of, but not be limited to, visual inspection of the handling processes including the separation processes for the municipal and commercial material streams, and the verification of appropriate weighing facility calibration documentation.

Attachment 6

If the request for certification and the facility meet the above criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows RIRRC personnel access, at any time, to all facilities associated with the receiving, processing, storage, and transportation of materials destined for RIRRC facilities.

CERTIFICATION AND APPROVAL

Certification for the transfer of materials will be issued for a period of time consistent with the most current Solid Waste and Recycling Services Agreement or the expiration of the RIDEM operating license for the Transfer Station utilized by the municipality, whichever occurs sooner.

If, during the certification period, either the Municipality or the Transfer Station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan or the information submitted to the RIRRC as part of the approval process, a request in writing to the RIRRC Executive Director must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of any materials may be revoked at any time if the Municipality, or any commercial entity responsible for the collection and shipping of the Municipality's material, is found to be in non-compliance with any of the provisions contained in the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such Municipalities will be notified immediately by RIRRC, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for such revocation.

EXCEPTIONS

The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The Municipality is responsible for the preparation of the explanation and justification for the exception.

Authority to Grant Exceptions:

Only the Executive Director is authorized to grant exceptions to this policy.

ATTACHMENTS

Attachment 1 – Sample Municipal Transfer Request – Regional Transfer Station

Request for Municipal Transfer Approval

Municipality: Anywhere, RI

Contact: Betty Miller, Director of Public Works
Town of Anywhere
(401)-555-1212

Transfer Facility: Middle Rhode Island Regional Transfer Facility
65 Styx Pike
Anywhere, RI

Transfer Facility Operator: Bud Jones, Operations Director
Haulit, Inc.
Anywhere, RI

RIDEM Documentation: See Attachments 1 – RIDEM Operating Plan, and 2 – RIDEM Solid Waste Transfer Station License (photocopy)

Facility Information & Equipment: 20,000 sf building facility for solid waste receipt & processing
2 – 40 yd roll-offs for recycling located under a permanent roof structure
1 – Elevated (12ft) ramp for Roll off access

Truck Scale Calibration Plan and Documentation: Haulit Inc. currently maintains and operates a truck scale at the Middle Rhode Island Regional Transfer Facility. Haulit Inc. is under a contract (See Attachment 3) with ScalesRUs Ltd. To calibrate the truck scale by the 15th of the 1st and 7th months of each year. All calibration documentation is kept on file and will be made available to RIRRC upon request.

Weight Transaction Transfer Plan: Each month Haulit Inc. will deliver to the Anywhere Public Works Department a detailed list of scale transactions for all Anywhere solid waste and recyclables delivered to the transfer station. The Anywhere Public Works Director will then verify and send the information, no later than the 3rd business day of the following month, to RIRRC detailing the breakdown in the tonnages delivered to RIRRC.

Municipal and Commercial Recycling Segregation Plan: Solid Waste: Haulit Inc. will maintain separate areas on the tipping floor for municipal and commercial solid waste. All solid waste tipped at the Middle Rhode Island Regional Transfer Facility by the Town of Anywhere will be delivered to the Johnston Central Landfill for disposal.

Recyclables: Haulit, Inc. will receive and commingle municipal and commercial recycling in the two 40 yd roll-off boxes. This material will

be kept clean and compliant with the RIRRC MRF receiving rules for recycling materials. Haulit, Inc. will haul these boxes to the RIRRC MRF when full and deposit these loads as commercial recycling. Consistent with the Weight Transaction Transfer Plan, the Anywhere Public Works Director will review the scale transactions then verify and sign a letter detailing the breakdown in the tonnages delivered to the RIRRC MRF.

Municipal Agent

Betty Miller, Anywhere Public Works Director

Facility Operator

Bud Jones, HaulIt Inc., Operations Director



Compost Distribution Policy

Rhode Island Resource Recovery (Resource Recovery) Class A Rhode Island Compost (finished compost) is approved for use in certified organic crop production, and is a great addition to fields/grass, flowerbeds, and vegetable gardens. Using compost to replace or reduce reliance on synthetic fertilizers is also a cost-effective way to help the environment.

Pursuant to RIGL § 23-19-3 (17) and the Solid Waste and Recycling Services Agreement, Resource Recovery may periodically make finished compost available to municipalities at no charge.

MUNICIPAL GUIDELINES AND PROCEDURES

Municipal Eligibility: Finished compost will be available free of charge to those municipalities with a current signed Solid Waste and Recycling Services Agreement who have also delivered leaf and yard waste to Resource Recovery during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, Resource Recovery will provide notice and the municipalities will be allowed to pick up free compost for their use.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 1,000 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

Requests: Municipalities should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252. A brief written or verbal description of planned use must be provided, along with the amount of cubic yards requested.

Use: Finished compost must be used for a municipal project, such as use in fields, flower beds/planters, school gardens, etc. It may not be given away to residents or sold in any way.

Approval: Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because the municipality is not eligible, the proposed use is not a municipal project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Pickup: Approved requests must be picked up within 30 days of approval. Requests that have not been picked up will be canceled. Approved requests can be picked up by stopping by the main scale house and following the instructions of Resource Recovery staff.

Last updated: 03/05/2019; visit www.rirrc.org for most up-to-date version.

RI Public Schools: When Resource Recovery is approached by a Rhode Island Public School for finished compost, we will direct them to their municipality first. The municipality may choose to help the school by donating finished compost as a result of their municipal-run compost operation or may agree to donate some of their own finished compost made available by Resource Recovery through the abovementioned municipal guidelines. If the municipality is unable to help the school by giving their own finished compost or allotting some of their finished compost from Resource Recovery, the school may ask Resource Recovery under the RI Public School Finished Compost Guidelines (below).

RI PUBLIC SCHOOL FINISHED COMPOST GUIDELINES

RI Public School Eligibility: After municipal options are exhausted, RI Public Schools may directly approach Resource Recovery. Resource Recovery will make 500 cubic yards of compost available to Rhode Island Public Schools for use in school projects such as school gardens, planting trees, and other approved projects.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 500 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. This 500 cubic yards will be separate from the 1,000 cubic yards available to municipalities. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

Requests: After RI Public Schools have approached their municipality and the city/town is unable to help, schools should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252. A brief written or verbal description of planned use must be provided, along with the amount of cubic yards requested.

Use: Finished compost must be used for a school project, such as use in school gardens, planting trees, and other approved projects. It may not be given away or sold in any way.

Approval: Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because: the school has not applied through the municipality, the proposed use is not a school project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Pickup: Approved requests must be picked up within 30 days of approval. Requests that have not been picked up will be canceled. Approved requests can be picked up by stopping by the main scale house and following the instructions of Resource Recovery staff.

Project Completion: Upon completion of municipal or school projects, pictures of the process or finished project should be submitted to the Municipal Program Coordinator. These photos may be used to promote our Class A Rhode Island Compost.

Should you have any questions, please contact the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.



RECYCLING PROFIT SHARE REPORTING FORM

Pursuant to our agreements, Rhode Island Resource Recovery Corporation (Resource Recovery) requires that municipalities use profit share funds to further enhance and expand the municipal recycling and diversion program. Municipalities must also complete this form for the previous fiscal year's profit share funds use by August 1.

Please complete the form (and attach additional pages if needed) to municipal@rirrc.org or fax to (401) 946-5174 by August 1. Please email us if you are having trouble filling out this pdf form.

City/Town of: _____

Name of person submitting report: _____

Amount of Profit Share being reported on: _____

ACTIVITY	AMOUNT USED	BENEFIT TO COMMUNITY / ANTICIPATED OUTCOME

TOTAL AMOUNT USED	AMOUNT REMAINING	WHERE ARE REMAINING FUNDS BEING KEPT?



Municipal Grant Policy

From time to time, and when finances allow, the Board of Commissioners of the Rhode Island Resource Recovery Corporation (Resource Recovery) may make funding available for municipal grant requests. In such instances, administration of funded grant rounds shall be in accordance with the following:

FUNDING PRIORITIES

Funding priority is given to applications that:

- Reduce contamination of the mixed recycling stream;
- Educate Rhode Islanders on solid waste management principles, including recycling right;
- Provide opportunities for Rhode Islanders to recycle in public spaces and athletic fields;
- Provide safe, environmentally compliant, clean and affordable solid waste and recycling services;
- Promote source reduction, recycling, waste prevention, and reuse of materials;
- Conserve space in the Rhode Island Central Landfill for non-organic, non-recyclable waste;
- Are focused on long-range solutions to solid waste diversion challenges;
- Initiate recycling programs for public-private partnerships;
- Show a high likelihood of success and potential to be replicated; and
- Provide like educational opportunities to municipal waste management professionals and staff members providing associated services.

GRANT APPLICATIONS

Deadlines & Available Funding

Administration of the Municipal Grant Policy will follow Resource Recovery's fiscal year. The funding to be made available in any given year will be determined through the annual budgeting process. Municipal representatives will be notified of these levels and associated application deadlines for the coming year via email within ten business days of the budget's adoption. This information will also be posted to Resource Recovery's [Grant Program webpage](#) within the same time frame.

Forms

Applicants must submit grant requests using the appropriate application forms available on the [Grant Program webpage](#). Separate application forms must be submitted for each project, training request or municipal employee. Completed grant application forms shall be sent to the Municipal Program Coordinator by: email (preferred) to municipal@rirrc.org, fax to (401) 946-5174, or mail: Municipal Program Coordinator, RI Resource Recovery, 65 Shun Pike, Johnston, RI 02919. If mailing, please prepare one double-sided copy to conserve paper.

Project-based grants

Project-based grants may be for a one-time expenditure, such as for recycling bins for athletic fields or public spaces, or for ongoing educational support materials, such as residential direct mailings about municipal recycling and diversion programs. Where applicable, Resource Recovery's standardized materials such as recycling labels and guidelines shall be used. Grant funding can also provide ongoing partial support for municipal recycling coordinators.

Project-based grant requests may not exceed the total amount made available in any grant round and each must include a dollar-for-dollar municipal match to ensure commitment, shared responsibility, and sustainability. Project-based grant requests for recycling services and infrastructure such as recycling bins, carts, barrels for public spaces, events and athletic fields do not need to demonstrate a match.

Applicants must include the following information in their grant application, while considering Resource Recovery's mission and funding priorities:

- 1) Project description: detailed description of the work to be performed.
- 2) Project need: a brief explanation of why the project is needed.
- 3) Project purpose: summary discussion of how the proposed project meets the identified need.
- 4) Expected results: including who will benefit, how many people will participate, and the establishment of specific performance measures that will be used in gauging the success of the project in meeting the identified need (e.g. percent of population educated, pounds of waste diverted, changes to recycling and or load rejection rates).
- 5) Project Schedule: including quarterly benchmarks and milestones.
- 6) Project budget: including a chart or spreadsheet containing the description of the item, vendor, quantity, unit and total costs, amount requested for reimbursement and the municipal matching component (if applicable).
- 7) Name and title of municipal project manager.
- 8) Additional pages or documents should be submitted to supplement the Grant Application Form, including quotes from vendors, product specifications and other relevant information.

Training-based grants

Training-based grants support educational opportunities for municipal waste management professionals and associated staff. These may be submitted at any time on a rolling basis and do not need to demonstrate a match. Funding is limited to registration costs only however. Travel, lodging, per diem, other incidentals, testing and certification expenses are not eligible for grant funding.

ELIGIBILITY & AWARD

Only municipalities with a signed municipal contract for the fiscal year in which they are applying for funding and whose accounts with Resource Recovery are current are eligible for award.

In making awards, each request will first be evaluated by Resource Recovery staff to determine eligibility and alignment with the program's requirements. Grant applications may then be reviewed by the Board of Commissioners' Environmental-Recycling Subcommittee for recommendation to the full Board. All grant applications are then subject to review and approval by the Board of Commissioners.

The Board of Commissioners reserves the right to fully fund, partially fund, or deny funding requests. No applicant is guaranteed funding at any level, even if all basic criteria have been met. Prior funding does not guarantee support in current or future years.

Applicants will be notified of the outcome of the review process via email within ten business days of Board action.

POST-GRANT AWARD

Reporting

Project-based grant recipients must provide quarterly reporting to Resource Recovery by no later than September 30, December 31, March 31 and June 30 of each year. Recipients of training-based grants must only provide one final report following completion of the training activity. All reports must utilize the forms made available on the [Grant Program webpage](#) and be submitted using the process outlined above in [Forms](#).

Failure to report and or provide sufficient reporting information in a timely fashion may result in exclusion from future grant rounds.

Disbursement of Funds

Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only. Grant funds will not be made available in advance of associated expenditures having been made. Requests for payment are to be made through the reporting process described above and can occur as regularly as quarterly or at the time of project completion and final reporting.

Reimbursement requests must be accompanied by an itemized invoice to Resource Recovery from the grantee on city/town letterhead as well as supporting invoices documenting the eligible expenses that the municipality has incurred on behalf of the project. Continued funding will depend upon demonstrated outcomes and adherence to reimbursement guidelines. Resource Recovery staff may ask for additional reports if project results have not been realized at the time of final reimbursement.

Expiration and Extension

Projects must be completed no later than the grant expiration date provided in the award notice. Extensions may be requested of and decided upon by the Municipal Program Coordinator for just cause. If a municipality does not request an extension before the grant expiration date, the grant will expire.



On-site Customer Safety Policy

The following requirements have been put in place to help ensure the safety of Rhode Island Resource Recovery Corporation (RIRRC) customers and staff. Be advised that failure to comply with these may result in load rejection or offenders being permanently banned from the facility.

1. All customers are required to follow the direction of RIRRC staff when onsite with no exception.
2. All commercial vehicles and operators must comply with all Federal and State regulations. Any disabled vehicle must use traffic cones or emergency reflector triangles to warn on-coming traffic. The use of road flares is not permitted anywhere on RIRRC property.
3. Any accident or incident that occurs onsite is required to be immediately reported to the nearest RIRRC staff member.
4. High visibility vests or ANSI class 2 clothing, puncture resistant boots and long pants are required to always be worn on site. Use of designated facilities without these is prohibited as are the wearing of shorts, tennis, and open toed shoes.
5. Smoking, vaping, and salvaging are also prohibited on site as is the use of cell phones while operating any vehicle or hydraulic implements.
6. The speed limit on site is 15 MPH, no passing is allowed, and all drivers are required to obey posted traffic control devices.
7. RIRRC vehicles and equipment always have the right of way while onsite. As such, drivers must be prepared to slow down and stop at all intersections and equipment crossings.
8. All loads must remain covered until you have reached your designated unloading area. Tarps or covers should never be removed while on the scales or along our roadways.
9. Trucks using the landfill are expected to keep 15 feet apart while dumping in the active working area. If a vehicle pulls within 15 feet of your vehicle you must suspend operation until that vehicle has moved. Trailer dump trucks must remain 50 feet apart when dumping.
10. Customers using the Transfer Station or Compost receiving area must always remain with their vehicle and minors are not allowed outside the vehicle.
11. If you are dumping in line with other vehicles, you must wait for those on either side of you to come to a complete stop before exiting your vehicle.

Attachment 10

12. Only the driver is allowed to exit the vehicle while in the active landfill working area. Once outside, he or she must always stay with their vehicle, must not wander off or walk behind any vehicle or pass beneath or within any raised or open and unsecured tailgate.
13. Drivers are responsible for securing their own tailgates, turn buckles and latches and cleaning off any debris from aprons, bumpers, and tail gates prior to exiting the disposal area.
14. During inclement weather, exiting trucks may be diverted through the wheel washer. If the wheel wash diversion lane is in use, you are required to use it.
15. Should a vehicle become stuck or disabled while onsite, RIRRC will tow it out of the traffic pattern with the driver's permission. In such instances drivers will be required to hook the tow chain, or cable to their vehicle to prevent damage. Any further towing services needed to remove the vehicle from the site will be the responsibility of the vehicle owner/operator.
16. All vehicles are subject to random load inspections by RIRRC staff while onsite. If selected for a random check, please cooperate with RIRRC staff to avoid unnecessary delays.

If at any time you feel you are in an unsafe situation, remain in your vehicle and contact RIRRC directly. Staff can be reached by telephone at (401) 228-3102 and via CB radio on channel 12. **In the event of an emergency dial 911 and report your address as 65 Shun Pike, Johnston, RI.**



Town of Smithfield 2023-2024 Solid Waste Diversion Plan Report

Generated by Rhode Island Resource Recovery Corporation (Resource Recovery or RIRRC) based on the 2022 Annual Municipal Data Survey responses, Resource Recovery scale data and reported diverted tons

This report serves as an addendum to the FY24-25 Municipal Solid Waste and Recycling Services Agreement as required by Rhode Island General Law § 23-19-13(e)(3)

About This Plan Report

This Solid Waste Recycling and Diversion Plan Report documents the municipality's approach to reaching the State of Rhode Island's 35% recycling and 50% solid waste diversion goals. It begins with an overview of the municipality's waste management systems and methods for collecting and accepting solid waste, mixed recycling and diverted materials from residents served in the municipal program. It then moves to a detailed evaluation of its waste stream, listing the category and materials by weight – a combination of the reported diverted materials and Resource Recovery's scale data. This information is summarized by several charts that displays the tons recycled and disposed, associated recycling rates and avoided disposal costs. The final sections outline the municipality's current program assessment, program goals including the statutory mandate of 35% and 50% diversion rate and additional identified goals. The report concludes with the implementation plan including strategies currently being employed and those actions that the municipality intends to take in furthering this mission.

This report is possible due to the municipality's detailed responses provided on the annual survey and Resource Recovery's software application that automates production of the report.

Smithfield Waste Management Administration & Operations

Contact Information

City/Town	Smithfield
Full municipality name	Town of Smithfield
Website	www.smithfieldri.com
Contact person	Melissa Chaput
Title	Recycling Coordinator
Address	64 Farnum Pike, Smithfield, RI 02917
Phone	401-233-1034 ext. 105
Email	mchaput@smithfieldri.com

Program Funding

Municipal solid waste management system funding method	General fund
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Curbside Trash Pickup

Is there curbside trash pick up?	Yes
Hauler type	Contractor
Contractor	Waste Management
Contract end date	6/30/2030
Collection method	Automatic
Truck type	Automated side loader
Number of trucks	2
Collection schedule	Weekly
Number of collection days per week	5
Maximum units per structure served	5
Number of households served	7,532
Explanation why the number of households served changed since last year	40 new builds in 2022
Additional information	There is a second truck that collects a split route on Tuesdays and Wednesdays. The truck collects recycling and delivers it to RIRRC, and then the it comes back to collect trash for that same area.

Curbside Recycling Pickup

Is there curbside recycling pick up?	Yes
Hauler type	Contractor
Contractor	Waste Management
Contract end date	6/30/2030

Collection method	Automatic
Truck type	Automated side loader
Number of trucks	1
Collection schedule	Weekly
Number of collection days per week	5
Maximum units per structure served	5
Number of households served	7,532
Explanation why the number of households served changed since last year	40 new builds in 2022
Additional information	There is a second truck that collects a split route on Tuesday and Wednesday. The truck collects recycling and delivers it to RIRRC, and then the it comes back to collect trash for that same area.

Multi-families Served

Are any multi-families and/or condos (over the maximum units per structure served) included?	Yes
Material(s) included	Both trash and recycling
How do multi-families and/or condos join?	Condos are generally included in the town's program. Each unit is treated as a single family household. Generally, 6+ units aren't included in the program.
Is any trash and/or recycling from these multi-families and/or condos tipped under the municipality's account at RIRRC?	Yes, direct haul to RIRRC under the town's account. These condos receive town curbside collection service for trash and recycling. Some condos' trash is picked up in dumpsters with a front loader along with municipal buildings and schools on a dedicated route.

Curbside Enforcement

Is curbside enforcement conducted?	Yes
Material(s) enforced	Both trash and recycling
Are there ordinances that allow for fines?	Yes
Method(s) used, such as oops tags, Resource Recovery hang tags, letters, warnings, fines, etc.	Combination of oops tags, RIRRC door hangers and letters
Additional information	We use a combination of door tags and letters. We're trying to improve tagging, which is better since 2021.

Primary Drop Off Facility

Facility type	DPW Yard
Facility name	Smithfield DPW
Facility operator	Municipality
Address	3 Spragueville Road, Smithfield, RI 02917
Hours of operation	Monday-Friday 7:30 a.m.-3:15 p.m.

Permitted users	Residents and some small businesses (case-by-case basis)
Materials accepted	By appointment for: electronics, rigid plastic, scrap metal, mixed recyclables, car/boat batteries, kids motorized ride-on toys, propane tanks. During business hours, no appointment is needed for cardboard and motor oil (must use key behind the garage door).
Additional information	Mixed recycling is used by about 10-20 residents consistently and more frequently when the two cardboard dumpsters are at capacity.

Trash Drop Off

Is there drop-off for trash?	No drop-off
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Recycling Drop Off

Is there drop-off for mixed recycling?	Yes, at the primary drop-off facility
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No Bin, No Barrel Policy

Is there a No Bin, No Barrel (NBNB) policy?	Yes
Start date	1/1/2007
Instructions for residents	Recycling cart must be out to receive trash collection

Leaf & Yard Waste / Organics

Is leaf & yard waste accepted?	Yes
Compost facility (other than RIRRC)	Smithfield Compost Facility
Facility operator	Municipality & Contractor
Compost facility operation / processing / finished compost distribution	Waste Management collects the yard waste curbside. After the town hits the cap at RIRRC, it's composted at Smithfield DPW's compost facility. Windrows are turned by DPW staff as needed. Finished compost is used on roadways and other town projects, gardens, parks, etc.
Hauler type	Contractor
Contractor	Waste Management
Is brush or Christmas trees chipped?	Yes
How chips are used and/or distributed	Chipped brush is used in town roads, drainage projects, on roadways, parks, gardens, etc.
Does the municipality offer food waste collection?	Yes. LaPerche Elementary School participated in a food waste pilot with the RI Schools Recycling Club. Food scraps were collected by Bootstrap Compost. Bootstrap Compost also offers residential collection in town.

Outreach

Was printed information with RI's mixed recycling guidelines and local programs distributed to ALL residents served in your municipal program?	Yes. Waste Management sent a program guide to every household at the beginning of the fiscal year.
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Other methods for communicating RI's mixed recycling guidelines and local program information to residents

RI's mixed recycling guidelines are available on the Town's website. We occasionally share information on the Town's social media pages, the town manager's newsletter and/or the employee newsletter. Programing information is advertised in the Valley Breeze/ Observer Edition.

Social media platforms and types of content shared

Facebook, Instagram and Twitter. Content usually includes holiday notices, event notices and reminders about recycling contamination and rejected loads.

Special events and/or programs that educated residents about waste and recycling and/or collected materials for recycling/diversion

Smithfield held 2 litter clean-ups: Earth Day and Zap the Blackstone; 3 recycling events for rigid plastic, e-waste, mattress/box spring and sensitive document shredding. Two of the events offered plastic bag & film recycling and the other offered clothing and textile recycling.

Carts

Is trash and/or recycling collected in carts?	Yes
Material(s) collected in carts	Both trash and recycling
Cart collection start date	10/7/2013
Initial trash cart size(s) (gallons)	65
Can residents change trash cart sizes?	Yes, one-time fee to upgrade size
Charge to upgrade trash cart size	\$100
Alternate trash cart size(s) (gallons)	35, 95
Options for additional trash carts	There's a one-time fee for additional cart(s)
Charge for an additional trash cart	\$100 for 35-gal., \$220 for 65-gal., \$320 for 95-gal.
Are broken trash carts replaced for free?	Yes
Trash cart manufacturer	Rehrig Pacific Company
Trash cart color	Green
Additional information	Loaner carts are available for a one-time collection, up to four times per year. Broken carts are replaced for free, once.
Initial recycling cart size(s) (gallons)	65
Can residents change recycling cart sizes?	Yes, free of charge
Alternate recycling cart size(s) (gallons)	35, 95
Options for additional recycling carts	Additional carts are free upon request
Are broken recycling carts replaced for free?	Yes
Recycling cart manufacturer	Rehrig Pacific Company
Recycling cart color	Green body, yellow lid
Number of recycling carts distributed last year	113
Additional information	Includes replacements, upgrades and new homes.
Additional information: trash and recycling carts	Residents are asked to fill out a survey to upgrade carts

Compost Bins

Are compost bins available to residents?	Yes
Where do residents acquire compost bins?	DPW
Charge to residents	\$40
Additional information	Purchase by appointment. Some compost bins were sold for \$15 as part of a grant from RIRRC.

Public Space Receptacles

Does the municipality provide trash and/or recycling receptacles in public spaces?	Yes
Material(s)	Both trash and recycling
Locations	Outdoors and school recreation facilities
Receptacle types	35, 65 or 95-gallon curbside carts, 55-gallon barrels (from RIRRC grant)
Number of trash receptacles	Approximately 60
Number of recycling receptacles	Approximately 60
Who empties the receptacles and how often?	Parks and rec staff for outdoor facilities and school staff for indoor facilities.
Additional information	The carts and barrels are not all stationary and the number fluctuates based on season. Many are pulled inside and stored during the winter months.

Schools Served in the Municipal Program

Are schools included?	Yes
Material(s)	Both trash and recycling
Number of students served	2,428
Is any trash and/or recycling from schools tipped under the municipality's account at RIRRC?	Yes. Trash is picked up in dumpsters with a front loader along with municipal buildings and some condos on a dedicated route. Mixed recycling is picked up in carts as part of the residential curbside collection.
Additional information	Cardboard is picked up in front loaders and mixed with other commercial cardboard.

Municipal Buildings Served in the Municipal Program

Are municipal buildings included?	Yes
Material(s)	Both trash and recycling
Buildings included	Town Hall, Police, Fire, Senior Center, Libraries, DPW, School Department buildings
Number of employees served	514
Is any trash and/or recycling from these municipal buildings tipped under the municipality's account at RIRRC?	Yes. Trash is picked up in dumpsters with a front loader along with schools and some condos on a dedicated route. Recycling is picked up in carts as part of the residential curbside collection.
Additional information	Number of employees includes both school and town

Commercial Entities Served in the Municipal Program

Are businesses included?	Yes
Material(s)	Recycling only
Additional information	Small businesses are permitted to bring recycling items to our recycling center such as cardboard, mixed recycling and electronics, on a case by case basis, as space allows.

Smithfield's Waste Stream Evaluation

<u>Category / Material</u>	<u>Destination</u>	<u>Tons</u>
Solid Waste		
Solid Waste	RIRRC	5,924.33
MRF Recycling		
MRF Recycling	RIRRC	2,149.81
Leaf and Yard Waste		
Christmas Trees	RIRRC	8.75
Christmas Trees	Smithfield DPW	0.20
<i>Trees missed by WM/late put out</i>		
Compost Bins		13.50
<i>Sold to municipality's residents at RIRRC; 500 lb. credit each, per year, for the 10-yr. life of the bin</i>		
Compost Bins		14.75
Leaf & Yard Waste	Smithfield DPW	516.00
Leaf & Yard Waste	RIRRC	729.27
Stumps	RIRRC	1.66
Clothing		
Clothing & Textiles	Big Brothers Big Sisters of RI, Doorside Textile Recycling, Planet Aid, Savers, St. Pauly Textile Inc., Upcycle Collaborative (Kiducation)	148.36
Scrap Metal		
Appliances	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management	0.00
<i>Included in scrap metal total</i>		
Appliances with Freon	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management	0.00
<i>Included in scrap metal total</i>		
Auto Batteries	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management	0.00
<i>Included in scrap metal total</i>		
Scrap Metal	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management	79.91

Other

Batteries (Household)	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management, Indie Cycle, LLC	0.00
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Included in scrap metal & electronics total

Bicycles	Full Circle Recycling, J&S Scrap Metal, Sims Metal Management	0.00
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Included in scrap metal total

Books	Discover Books	32.45
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Bulky Rigid Plastic	Full Circle Recycling	1.59
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Bulky Rigid Plastic	RIRRC	0.87
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Electronic Waste	Indie Cycle, LLC	20.64
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Electronic Waste	RMG Enterprise	0.95
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Per capita portion of the RIRRC state program location tonnage

Food Scraps	Bootstrap Compost	3.80
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Household Hazardous Waste	Clean Earth	4.27
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Per capita portion of statewide Eco-Depot collection & fluorescent bulb program tonnage

Mattresses	Green Mattress Recycling, Tough Stuff Recycling	7.15
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Motor Oil	Western Oil	10.15
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Plastic Bags & Film	RIRRC	0.13
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Shredded Paper	Shred RI	4.66
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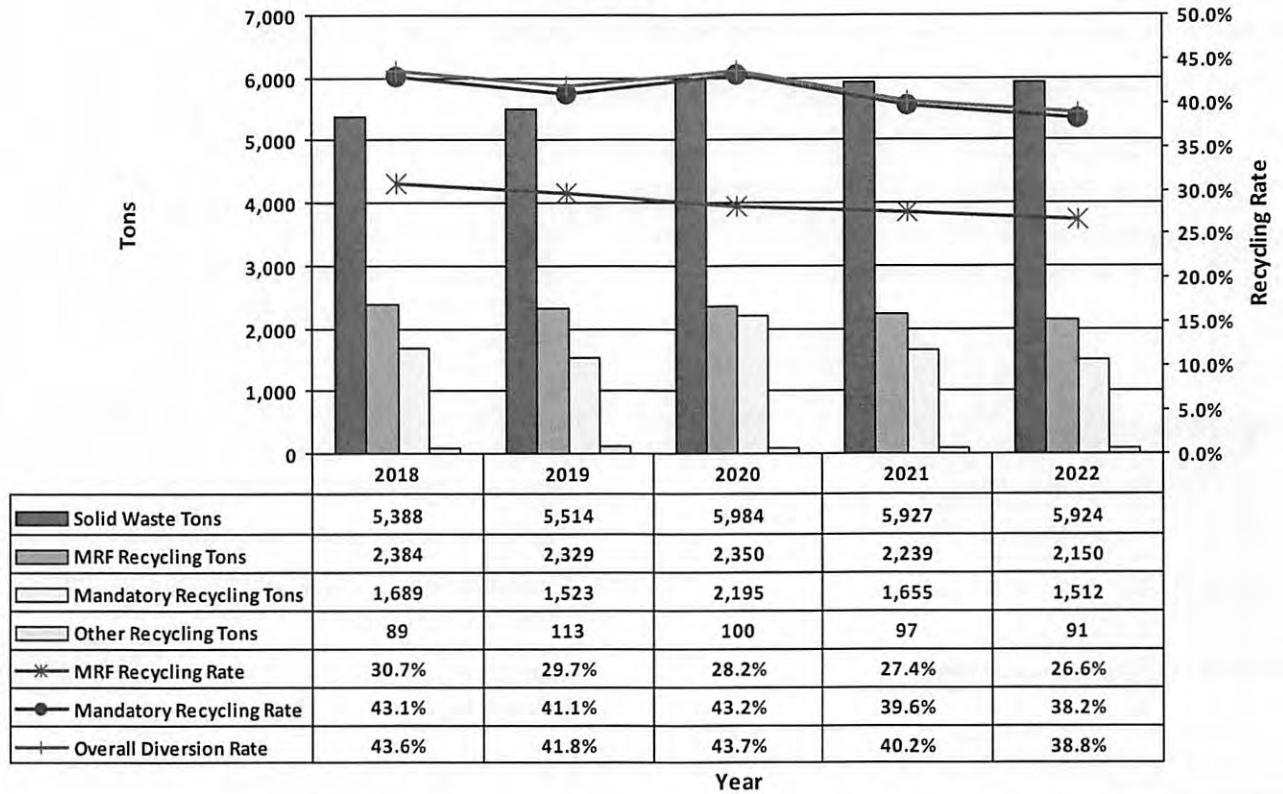
Tires	RIRRC	4.13
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2022 Summary of Tons Recycled and Disposed, Associated Recycling Rates, and Avoided Disposal Costs

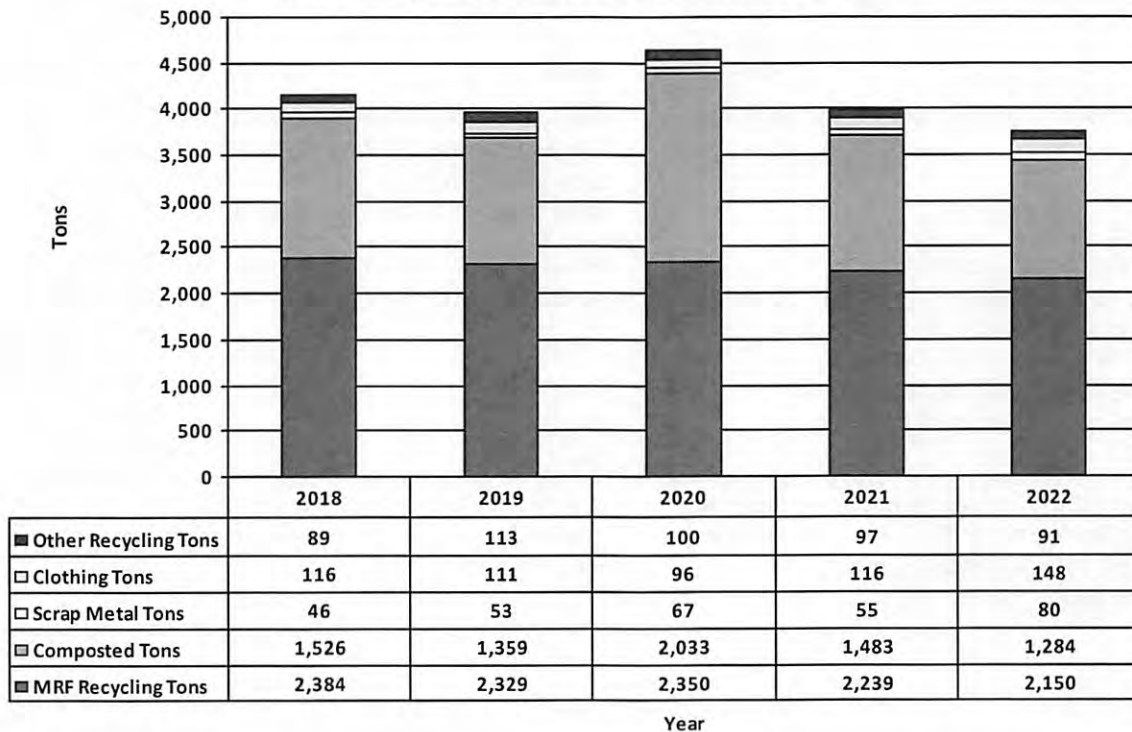
	Tons	Rate	Avoided Disposal Cost
<u>MRF Recycling</u>	<u>2,150</u>	<u>26.6%</u>	<u>\$101,041</u>
<u>Mandatory Recycling</u>	<u>3,667</u>	<u>38.2%</u>	<u>\$172,343</u>
<u>Overall Diversion</u>	<u>3,753</u>	<u>38.8%</u>	<u>\$176,391</u>
<u>Disposed</u>	<u>5,924</u>		

Smithfield Performance Trends

Recycling Rate Trend



Recycling Contribution by Category Trend



Smithfield's Current Program Assessment

Assessment of Current Program and Service Levels

In relation to your municipality's solid waste and recycling services it provides to residents:	
Are residents able to adequately access the services?	Yes
How effective is it at achieving desired outcomes?	It is effective
Are there issues related to administration of the services?	No major issues
Will the quality of service improve, stay the same, worsen, and why (such as changes in population)?	The quality of service may change, if we do more advertising or add more staff for our on site recycling area. The quality of curbside service should not change.

Program Goals

Goal #1: Statutory Mandate	Reach and exceed a 35% recycling rate
Goal #2: Statutory Mandate	Reach and exceed a 50% diversion rate
Goal #3: Stated Additional Goal	Expand accepted recycling at onsite at Smithfield DPW and at events
Goal #4: Stated Additional Goal	Expand recycling education and reduce contamination through tag lists

Smithfield's Implementation Plan

Current Strategies

Strategy	Responsible Party	Result	Timeframe
Encourage residents to donate usable items	Recycling Coordinator	We do this mostly when residents call for bulk requests. We hope that by donating or gifting through the Smithfield Buy Nothing Group, bulk trash collection requests will decrease.	Ongoing
Promote the ReStore program for proper recycling of plastic bags & film. We added plastic bag and film collection to our recycling events as well as the ReStore containers throughout town to give residents more options for recycling plastic bags and film.	Recycling Coordinator	Increase event participation and decrease contamination in recycling carts.	Ongoing
Continue the food waste diversion pilot program at LaPerche Elementary School and possibly pilot another program in the current school year.	Recycling Coordinator	We are hoping that these pilots will lead to success and that we can continue to divert food waste in the future.	Ongoing

Continue to host special recycling events for harder to recycle materials such as mattresses and box springs, rigid plastics, electronics, plastic bags and film, clothing/textiles as well as for sensitive document shredding. We hope to add a tire recycling event this year.	Recycling Coordinator	Events continue to grow in attendance and residents become more aware that these types of items have recycling options, to keep them out of the landfill.	Ongoing
Offer backyard compost bins to residents to purchase at Smithfield DPW. We are looking to host another Intro to Composting workshop hosted by Resource Recovery this spring.	Recycling Coordinator	Increase backyard composting and food waste diversion.	Ongoing
Ensure that RI's standardized mixed recycling signs are in place at public space recycling bins and carts and on the DPW's mixed recycling container.	Recycling Coordinator	We hope that this continues to help residents recognize the items that should and should not be placed in the mixed recycling, resulting in cleaner recycling and less contamination.	Ongoing

Planned Efforts

Strategy	Responsible Party	Result	Timeframe
Divert food waste at the schools	Recycling Coordinator	To offer a pilot program to divert cafeteria scraps from the waste stream.	Medium (1-3 yrs.)
Conduct curbside enforcement through existing ordinances and fines	City/Town and Contractor	Expand recycling education and reduce contamination through tag lists.	Medium (1-3 yrs.)
Expand the existing business recycling program. We are planning to promote the recycling drop-off area to small businesses and considering sending a survey to assess the interest in curbside recycling collection.	Recycling Coordinator	Increase the town's recycling rate.	Medium (1-3 yrs.)
Add an additional clothing collection container with the intention of adding clothing collection to events.	Recycling Coordinator	Increase diversion and provide convenient clothing and textile recycling for Smithfield residents.	Medium (1-3 yrs.)



memorandum

DATE: April 19, 2023

TO: The Honorable Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: **Statement of Investment Policy for Police and Fire Pension Funds**

The Police and Fire Pension Committee met on April 19, 2023 to recommend the attached updated Statement of Investment policy. This Statement articulates an investment strategy with specific parameters to govern the investment activities of the funds. The policy is designed to provide flexibility with the investment activities in order to be practical and address volatility in the market. The update to the target asset allocation removes alternative investments in commodities while balancing the portfolio into a 65% Equity and 35% Fixed Income strategy. Additionally, the committee decided to lower the assumed rate of return to 7.25% from 7.50% bringing it more in line with trends.

Motion:

Moved that the Smithfield Town Council approve the statement of investment policy for the Police and Fire Pension Funds as recommended by the Police and Fire Pension Committee.

**Retirement Income Plan for Employees of the
Police and Fire Departments of the Town of
Smithfield, Rhode Island**



**STATEMENT OF INVESTMENT
POLICY**

May 2023

**Retirement Income Plan for Employees of
the Police and Fire Departments of the
Town of Smithfield, Rhode Island**

INTRODUCTION AND PURPOSE

The intent of this Statement is to articulate an investment strategy with specific parameters that reflect the philosophy of the Town Council (the “Council”), thereby providing the Investment Committee (the “Committee”) with clearly defined policies and objectives. Although these policies and objectives are intended to govern investment activity, they are intended to be sufficiently flexible in order to be practical.

INVESTMENT PHILOSOPHY STATEMENT

The following statements represents the investment principles and philosophy governing the investment of funds held by the **Retirement Income Plan for Employees of the Police and Fire Departments of the Town of Smithfield, Rhode Island Funds** (the “Funds”). These statements describe the core values and beliefs that form the basis for investment decision making. Although Government plans are tax-exempt and not subject to ERISA guidelines, the Plan will do its best to comply with the spirit of ERISA.

**These commonly held fundamental investment beliefs
are:**

1. That the single most important decision that the Committee makes is the long-term asset allocation decision. As a result, nearly all of the absolute levels of investment returns are attributable to the Committee’s decisions regarding asset allocation, not manager implementation.
2. That the capital markets are mean-reverting by nature. The Committee will therefore determine long-term strategic asset class allocations and acceptable ranges therein. The Consultant/Outsourced CIO will rebalance to those allocations within approved ranges, based on market conditions and outlook.
3. That the achievement of the Funds long-term investment goals necessitates that the investment strategy be based on using a combination of asset classes (and sub-asset classes) that has a reasonable probability of achieving the Funds goals. As a result, the Committee will periodically conduct asset allocation studies to assess the probability of achieving its long-term goals.

- a. The Committee will use long time frames (rolling 3- and 5-year periods),
 - b. The Committee will set appropriate investment objectives using relevant style and capitalization benchmarks,
 - c. The Committee will focus on areas of risk management within the asset allocation framework.
4. Investment implementation should be cost and resource effective. When evaluating new and current asset classes, managers and implementation strategies, the Committee will evaluate both the implementation and monitoring costs and requirements, as well as the incremental benefits in terms of both risk and reward to the funds. The Committee will utilize only those investment strategies that are expected to provide meaningful benefits to the Funds, net of implementation and monitoring costs and risks.

DELEGATION OF RESPONSIBILITIES

Relationship between Town Council and the Investment Committee

The Council is responsible for the overall stewardship of the Funds. The Council has delegated to the Committee the responsibility to oversee the Funds' investment activities on the council's behalf.

The Committee has the responsibility to ensure that the assets of the Funds are managed in a manner that is consistent with the policies and objectives ratified by the Council. In so doing, the Committee will comply with all applicable laws.

The Committee members are required to discharge their duties solely in the interest of the Funds and for the exclusive purpose of meeting the financial needs of the Funds. The Committee is authorized to engage the services of Investment Managers who possess the necessary specialized research capabilities and skill to meet the investment objectives and guidelines of the Funds. The Committee will require the Investment Managers to adhere to any policies adopted by the Council.

Investment Committee

By action of the Town Council, the Committee is charged with the following investment related responsibilities and duties:

1. Arrange for the investment, reinvestment and the supervision of the funds of the Plan; and
2. Determine what portions of the funds shall be invested in bonds, stocks and other types of investments; and
3. Advise the Council from time to time regarding the investment policies.
4. The plan is not permitted to purchase individual securities and will manage all exposures through funds.

Based on the responsibilities listed above, the Committee has determined their investment job description to be as follows:

The Committee's responsibilities include:

1. Developing and recommending to the Council investment objectives that are consistent with the financial needs of the Funds, and the policy asset allocation consistent with meeting those objectives;
2. Selecting investment managers, custodians and Consultant/Outsourced CIO, as necessary;
3. Reviewing and evaluating investment results in the context of predetermined performance standards, and implementing corrective action as needed;
4. Securities lending is prohibited.

Consultant/Outsourced CIO ("C/OCIO")

The Committee may elect and has elected to engage an independent investment-consulting firm to assist the Committee's activities. The C/OCIO is expected to be proactive in making changes in investment strategy, asset allocation (within the ranges previously approved by the Investment Committee), and investment managers if the situation warrants change. The C/OCIO's responsibilities include:

1. Assisting in the development of investment policies, objectives, and guidelines, including providing general information and/or training to the Committee and/or the Council on such matters;

2. Preparing asset allocation analyses as necessary and recommending asset allocation strategies with respect to the Fund's objectives;
3. Recommending Investment Managers (including search and selection);
4. Preparing and presenting performance evaluation reports.
5. Attending Committee meetings to present evaluation reports no less than semi- annually and at other meetings as requested;
6. Reviewing contracts and fees for both current and proposed Investment Managers and Custodians;
7. Providing research on specific issues and opportunities, and assisting the Committee in special tasks;
8. Rebalancing portfolio as needed, staying within asset allocation ranges approved by the investment committee
9. Communicating investment policies and objectives to the Investment Managers, and monitoring their adherence to such policies and reporting all violations;
10. Notifying the Committee and Staff of any significant changes in personnel or ownership of the consulting firm;
11. Notifying the Committee and Staff of any significant changes in portfolio managers, personnel or ownership of any investment management firm hired by the Funds;
12. Notifying the Committee and Staff of any litigation or commencement of a regulatory administrative proceeding or enforcement action in which any Investment Manager is involved; and
13. Overall, being proactive with the Administration of the Funds and the Committee in the management of the Funds.

Investment Managers

Investment Managers are expected to pursue their own investment strategies within the guidelines created for the manager in accordance with the Fund's asset allocation strategy and manager selection criteria. Coordination of the guidelines for the individual managers assures the combined efforts of the managers will be consistent with the overall investment objectives of the Funds.

The Investment Managers' responsibilities include:

1. Investing assets under their management in accordance with agreed upon guidelines and restrictions;
2. Exercising discretionary authority over the assets entrusted to them, subject to these guidelines and restrictions;
3. Providing written documentation of portfolio activity, portfolio valuations, performance data, and portfolio characteristics on a Quarterly basis in addition to other information as requested by the Committee or C/OCIO;
4. Voting proxies for the assets under management (companies held within the portfolio) in the best interest of the Funds; and
5. Annually providing to the Funds either a copy of the investment advisor's form ADV Part II (SEC required disclosure document), a copy of the investment company's annual report, and/or a copy of the fund's updated prospectus (SEC requirement at the end of the fiscal year).
6. Notifying the Committee of any significant changes in results, portfolio management style, personnel or ownership of the investment management firm;
7. Notifying the Committee of any litigation or commencement of a regulatory administrative proceeding or enforcement action in which any Investment Manager is involved;

The Funds Custodian's responsibilities include:

1. Providing timely reports detailing investment holdings and Fund transactions to the Funds and C/OCIO.
2. Providing an annual summary report to the Funds and the C/OCIO on a timely basis following each fiscal year end. The report will include the following:
 - a. Statement of all property on hand;
 - b. Statement of all property received representing contributions to the Funds;
 - c. Statement of all sales, redemptions, and principal payments;
 - d. Statement of all distributions from and contributions to the Funds;
 - e. Statement of all expenses paid;
 - f. Statement of all purchases; and
 - g. Statement of all income

3. Providing all normal custodial functions including security safekeeping, collection of income, settlement of trades, collection of proceeds of maturing securities, daily investment of cash, etc.
4. Preparing additional Fund reports as requested by the Council, Committee, or C/OCIO.

INVESTMENT POLICIES AND OBJECTIVES

Objectives and Guidelines

1. Return:

- **Police Department Pension Fund: 7.25%**
- **Fire Department Pension Fund: 7.25%**

2. **Risk:** The Committee will permit the Fund's portfolio to experience an overall level of risk consistent with the risk generally associated with the Committee's policy asset allocation.

Constraints:

1. **Liquidity:** The portfolio must offer sufficient liquidity to meet the distribution rate of the Funds and its expenses. This responsibility is delegated to and is determined by the OCIO.
2. **Time Horizon:** The Funds have a long life and should be managed with a time horizon much longer than the normal investment cycle. A time horizon of thirty to fifty years is appropriate. Providing for the Funds needs over the time horizon is a high priority.
3. **Taxes:** The Funds are tax-exempt.

Return Measurement Objectives

The investment objectives of the Funds are based upon a long-term investment horizon allowing interim fluctuations to be viewed in an appropriate perspective. While there cannot be complete assurance that the defined objectives will be realized, it is believed that the likelihood of their realization is enhanced by the Investment Policy Statement of the Funds.

The following goals are designed to support achievement of the Funds' Investment Objectives and are net of (after) investment expenses.

1. Total Fund assets should achieve an annualized rate of return equal to or greater than that of the Return Need over trailing five-year time periods.
2. Total Fund assets should return, over trailing twelve-month periods, a nominal rate of return greater than or equal to a hypothetical index portfolio consisting of 65% MSCI ACWI and 35% Barclays Aggregate Bond Index.

Table A: Components of Return Need

	Return Need
Spending Rate (Includes Administrative Fee)	5.00%
Inflation Rate	2.25%
Long-Term Return Need (<i>Net of Fees</i>)	7.25%

Over time, the Funds will aim to achieve the total funds return goals while maintaining acceptable risk levels. To accomplish this goal, the funds will diversify assets among several asset classes. **Table B** provides permissible asset classes and appropriate index measures of these classes. Active managers will be expected to provide returns greater than or equal to their appropriate benchmark while utilizing acceptable risk levels. Passive, low cost index funds will be the default vehicles.

All return objectives described are understood to be net (after) of investment expense.

1. Total portfolio assets should attempt to return, over the Time Horizon, an annualized nominal rate of return greater than or equal to the long-term return objective, net of (after) all fees and costs.
2. Total portfolio assets should attempt to return, over rolling twelve-month periods, a nominal rate of return greater than or equal to a composite index created by combining various indices (**Table B**) in the same proportion as the Fund's target allocation (described in Asset Allocation section).
3. The plan will utilize the most efficient, low-cost index vehicles available. If active mandates are deemed to be beneficial in a certain asset classes, the burden of proof resides with the active mandate.

Total Return Policy

The Committee has adopted a “total return” approach to calculating investment returns.

In recognition of these facts, the Committee will consider the Funds’ total return from both income and net realized and unrealized capital gains when recommending the Spending Rate Policy. When distributions are to be made, they will be withdrawn from the Funds regardless of the portion of the total return that is from capital gains or from income.

Asset Allocation

The single most important decision made by the Committee is the Policy Asset Allocation decision. Investment research has determined that a significant portion of a portfolio’s investment behavior can be attributed to: (1) the asset classes/styles which are employed by the Funds; and (2) the weighting of each asset class/style.

It is the responsibility of the Committee to identify the Policy Asset Allocation that offers the highest probability of achieving the Funds’ Investment Objectives. The Committee, with guidance and recommendations from their C/OCIO, shall review the asset mix on an ongoing basis and recommend revisions as necessary.

The Policy Asset Allocation shall be determined based on a comprehensive asset allocation study completed by the Consultant and reviewed from time to time by the Committee. The Policy Asset Allocation of the Funds, as presented in **Appendix A**, is designed to give balance to the overall structure of the Funds’ investment program over the Time Horizon. However, many factors over time may necessitate an asset allocation review and possible rebalancing. These factors include an ongoing assessment by the Consultant and the Committee of the comparative long-term outlook for all available types of asset classes and styles.

Permissible Investments

The Policy Asset Allocation of the Funds' is expected to include a wide range of asset classes. These asset classes and their relative comparative indices are displayed below.

TABLE B: COMPARATIVE INDICES FOR INVESTMENT MANAGERS

Asset Class	Comparative Index
Equity	
<i>Domestic Equity</i>	Dow Jones U.S. Total Stock Market Index
U.S. Large Stocks	Russell 1000
U.S. Small Stocks	Russell 2000
U.S. Real Estate Investment Trusts	S&P REIT Index
<i>International Equity</i>	MSCI ACWI - ex U.S.
International Large Stocks	MSCI EAFE
Emerging Market Stocks	MSCI Emerging
Fixed Income	
Domestic Fixed Income	Barclays Aggregate
US Inflation Protected Fixed	Barclays U.S. TIPS US
High Yield	iBoxx USD Liquid High Yield
Emerging Market Bonds	JPM Emerging Market Bond
Cash Equivalents	U.S. Treasury Bill

Investment Policies for Investment Managers

The following are performance goals and constraint guidelines placed on individual managers within specific asset classes:

All Traditional Managers

1. Index (passive) managers shall be terminated if performance or volatility significantly differs from that of the benchmark.
2. Active managers may be terminated due to philosophical changes, management turnover, poor long-term investment performance (absolute or peer relative), or other material changes.

Alternative Investments

1. Alternative investment managers typically must have significant latitude in the strategies and investments they make and the leverage they introduce into a portfolio. As a result, it is generally not feasible to impose guidelines and restrictions on such managers. Instead, the Committee may choose to terminate a manager, subject to the manager's liquidation policy, if they are dissatisfied with the manager and/or his strategy.

Other

2. *Related Party Transaction:* The Funds will not loan funds to related parties, defined as an officer, Committee member, employee, or donor, either current or prospective.

Procedure for Revising the Statement of Investment Policy

This Statement of Investment Policy will be reviewed at least annually by the Committee. The Committee is responsible for making any necessary changes, and the must communicate any such changes to the Council in a timely fashion.

Conflicts of Interest

All persons responsible for investment decisions or who are involved in the management of the Funds or who are consulting to, or providing any advice whatsoever to the Committee, shall disclose in writing at the beginning of any discussion or consideration by the Committee, any relationships, material beneficial ownership, or other material interest(s) which the person has or may reasonably be expected to have, with respect to any investment issue under consideration. The Committee may require such persons to remove themselves from the decision-making process.

Any members of the Committee responsible for investment decisions or who are involved in the management of the Funds shall refuse any remuneration, commission, gift, favor, service or benefit that might reasonably tend to influence them in the discharge of their duties, except as disclosed in writing to and agreed upon in writing by the Committee. The intent of this provision is to eliminate conflicts of interest between committee membership and the Funds. Failure to disclose any material benefit shall be grounds for immediate removal from the committee. This provision shall not preclude the payment of ordinary fees and expenses to the Funds' Custodian(s), Investment Managers, or C/OCIO in the course of their services on behalf of the Funds.

* * * * *

The foregoing Statement of Investment Policy was approved at a meeting of the Town Council on this 2nd day of May 2023.

T. Michael Lawton
Town Council President

Randy R. Rossi
Town Manager

APPENDIX A

Target Asset Allocation

	<u>Min</u>	<u>Target</u>	<u>Max</u>	
Public Equity Strategies	45%	65%	75%	
US Large Cap Equity	25%	30%	55%	Russell 1000 Index
US Small Cap Equity	3%	7%	10%	Russell 2000 Index
World Equity ex-US	10%	18%	30%	MSCI ACWI
Emerging Markets Equity	0%	5%	10%	MSCI Emg
Publicly Traded Real Estate	0%	5%	7%	S&P REIT Index
Fixed Income	15%	35%	45%	
Core U.S Bonds	15%	25%	35%	Barclays Aggregate
Emerging Markets Bonds	0%	0%	5%	JPM EMBI
U.S High Yield	0%	5%	7%	iBoxx USD Liquid High Yield
Cash	0%	1%	3%	U.S Treasury Bill
Traditional Benchmark				
S&P 500	50%			
MSCI ACWI Index	20%			
Barclays Aggregate	30%			



TOWN OF SMITHFIELD INFORMATION TECHNOLOGY

(401) 233-1011

it@smithfieldri.com

MEMORANDUM

Date: May 2, 2023
To: Honorable Town Council
From: Dave Duchesneau, IT Director
Michael Phillips, Town Planner

**RE: MHEC #F05 – DELL Technologies – East Smithfield Neighborhood Center
Devices for Community Use**

Background:

The renovation of the East Smithfield Neighborhood Center is currently progressing as planned, with the goal of creating an enhanced and modernized space for community members to gather, learn, and access valuable resources. As part of this ongoing effort, the Town has identified the need to provide laptop computers for community use within the center. The availability of these laptops will empower residents by offering access to technology that can be used for educational, professional, and personal development. By incorporating state-of-the-art technology into the center's offerings, the Town aims to support and strengthen the community, fostering growth and opportunities for all members.

The Information Technology Department has reviewed multiple solutions to provide this. Dell Technologies has considerable experience in this field and is qualified to complete this contract.

Financial Impact:

The funding for this purchase is contained within the Community Development Block Grant Program – Broadband Initiative and is not to exceed \$14,359.32.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to purchase, through the Massachusetts Higher Education Consortium, #F05, with Dell Technologies at One Dell Way, RR1-33, Round Rock, TX 78682, for the provision of 12 laptop computers not to exceed \$14,359.32.

MOVED: That the Smithfield Town Council authorizes the Town Manager to purchase, through the Massachusetts Higher Education Consortium, #F05, with Dell Technologies at One Dell Way, RR1-33, Round Rock, TX 78682, for the provision of 12 laptop computers not to exceed \$14,359.32.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000150234190.1	Sales Rep	Alvaro Higuero
Total	\$14,359.32	Phone	(800) 456-3355, 80000
Customer #	17246954	Email	Alvaro.Higuero@Dell.com
Quoted On	Apr. 13, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	May. 13, 2023		TOWN OF SMITHFIELD
Contract Code	C000000012049		64 FARNUM PIKE
Customer Agreement #	MNWNC-108 / 3444880		SMITHFIELD, RI 02917-3224

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Alvaro Higuero

Shipping Group

Shipping To	Shipping Method
DAVE DUCHESNEAU TOWN OF SMITHFIELD 64 FARNUM PIKE SMITHFIELD, RI 02917-3223 (401) 233-1039	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5540	\$1,196.61	12	\$14,359.32
Subtotal:			\$14,359.32
Shipping:			\$0.00
Non-Taxable Amount:			\$14,359.32
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$14,359.32

Shipping Group Details

Shipping To

DAVE DUCHESNEAU
TOWN OF SMITHFIELD
64 FARNUM PIKE
SMITHFIELD, RI 02917-3223
(401) 233-1039

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5540	12	\$14,359.32

Estimated delivery if purchased today:

Apr. 24, 2023

Contract # C000000012049

Customer Agreement # MNWNC-108 / 3444880

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 BTX Base	210-BGBJ	-	12	-
13th Generation Intel(R) Core(TM) i5-1335U, (12 MB cache, 10 cores, up to 4.6 GHz)	379-BFBX	-	12	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	12	-
No Microsoft Office License Included	658-BCSB	-	12	-
Assembly Base	338-CHGG	-	12	-
Intel 13th Generation i5-1335U Trans., Intel Integrated Graphics, TBT4	338-CHGK	-	12	-
Intel vPro Management Disabled	631-ADPS	-	12	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	12	-
M.2 2230 PCIe Gen4x4 512GB SSD Class 35	400-BOVY	-	12	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BHEU	-	12	-
FHD RGB Camera	319-BBJT	-	12	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	12	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	12	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	12	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	12	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	12	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	12	-
E4 Power Cord 1M for US	537-BBDO	-	12	-
Latitude 5540 Quick Start Guide	340-DDHL	-	12	-
ENERGY STAR Qualified	387-BBPC	-	12	-
Fixed Hardware Configuration	998-GDKB	-	12	-
Dell Additional Software	658-BFQB	-	12	-
Packaging BTS 65W Adapter (WHN)	340-DJVJ	-	12	-
POD Label	389-EDJB	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, Intel Integrated Graphics	321-BJTL	-	12	-

Intel(R) Rapid Storage Technology Driver	409-BCWS	-	12	-
Dell Limited Hardware Warranty	997-8317	-	12	-
ProSupport Plus: 7x24 Technical Support, 1 Year	997-8363	-	12	-
ProSupport Plus: Keep Your Hard Drive, 1 Year	997-8364	-	12	-
ProSupport Plus: Accidental Damage Service, 1 Year	997-8365	-	12	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	12	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	12	-

Subtotal:	\$14,359.32
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$14,359.32

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



TOWN OF SMITHFIELD

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: SEEKING TOWN COUNCIL APPROVAL TO AWARD THE CONCESSION SERVICES PROPOSAL FOR THE SMITHFIELD MUNICIPAL ICE RINK

DATE: APRIL 21, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
THOMAS J. TULLIE, ICE RINK MANAGER

Background:

The current Ice Rink Concession Services agreement with Cagney Food Service/Stephen Palazzo is set to expire the end of April, 2023.

At the Tuesday, March 21, 2023 meeting, the Town Council approved advertising a Request for Proposals (RFP) for a new two (2) year contract with an optional two (2) years extension. The RFP was advertised after final review by the Town Solicitor.

April 18, 2023 at 10AM was the RFP deadline to submit proposals and one (1) proposal was received. The proposal is from Cagney Food Service/Stephen Palazzo, who is the existing vendor. There were thirty-four (34) companies from three (3) Purchasing websites that viewed the RFP documents but only one (1) submitted a proposal. The proposal was submitted to the Evaluation Committee for review and recommendation.

Financial:

The Smithfield Municipal Ice Rink will receive monthly rental income, from an outside vendor, to operate the concession stand.

Recommendation:

The Evaluation Committee is recommending the Town Council award the Concessions Services Agreement at the Smithfield Municipal Ice Rink to Cagney Food Service, 212 Andrews Ave., West Warwick, RI for the term from April 30, 2023 to April 29, 2025 for an amount not to exceed \$15,600.00 with an optional two (2) year extension from April 30, 2025 to April 29, 2027 for an amount not to exceed \$17,400.00, the extension may be exercised at the sole discretion of the Town. For years, Cagney Food Services has worked well with the Town and is most familiar with the operation of the Concession Services.

MOVED:

That the Smithfield Town Council hereby award the Concession Services Agreement at the Smithfield Municipal Ice Rink for the contract period of April 30, 2023 to April 29, 2025 to Cagney Food Service, 212 Andrews Ave., West Warwick, RI for an amount not to exceed \$15,600.00 with an optional two (2) year extension from April 30, 2025 to April 29, 2027 for an amount not to exceed \$17,400.00, the extension may be exercised at the sole discretion of the Town.



TOWN OF SMITHFIELD

BID TABULATION

DATE: April 18, 2023

PROJECT: Concession Services Agreement @ The Smithfield Municipal Ice Rink

RFP # 2023-0310

PREPARED BY: CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	Option 1 - Initial - 2 year Contract April 30, 2023 to April 29, 2025	Option 2 - Extension 2 year Contract April 30, 2025 to April 29, 2027
CAGNEY FOOD SERVICE 212 ANDREWS AVE. WEST WARWICK, RI 02893	STEPHEN PALAZZO - OWNER PHONE: 401-663-8032 CAGNEYFOODSERVICE@GMAIL.COM	\$ 15,600.00	\$ 17,400.00

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

TOWN of SMITHFIELD
State of Rhode Island



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: Concession Services - Smithfield Municipal Ice Rink
Date and time to be opened: Wednesday, April 5, 2023 at 10:00 AM

VENDOR NAME:	Cagney Food Service
VENDOR ADDRESS:	212 Andrews Ave
CITY, STATE, ZIP:	West Warwick, RI 02893
Soc. Sec. # or Fed. ID #	Fed ID: 05-0463258

1. Total Annual Contract Price (April 30, 2023 through April 29, 2025)
(Minimum bid is \$650.00 per month (\$15,600.00 for twenty four (24) months)

(2 years) period
Fifteen Thousand Six Hundred Dollars \$ 15,600 - (2 years period)
(Annual Contract in words) (Annual Contract in Figures)

2. Town Optional Two Year Extension - (April 30, 2025 - April 29, 2027)
(Minimum bid is \$725.00 per month (\$17,400.00 for twenty four (24) months)

(24 month period)
Sixteen Thousand Four Hundred Dollars \$ 17,400 (24 mth period)
(Annual Contract in words) (Annual Contract in Figures)

PHONE 401-663-8032 FAX —

EMAIL Cagney Food Service@gmail.com

Stephen Palazzio Owner
CONTACT PERSON NAME TITLE

Stephen Palazzio
AUTHORIZED PERSON SIGNATURE

CAGNEY FOOD SERVICE
PO Box 103
West Warwick, RI 02893

Cagney Food Service has been in business approx 45 years... Specializing in Food Concessions & Vending Services
available Staff: 8 employees

References:

- RI Sports Center. Concession & Vending Services provided - Dan Fawcett - 401-762-1588
- Cranston Ice arena. Concession & Vending Services provided - Dave Bucci - 401-316-2579
- Smithfield Municipal Ice Rink - Thomas J. Tullie - Ice Rink Director - 401-233-1051

Non-Profit organizations

- Lincoln Little League. Concession & Vending Services provided - John Sharky - 401-655-3992
- Sher-Le-Mon Pool & Tennis Club - Concession & Vending Services provided - Todd - 401-465-3887
- Plum Beach Tennis & Beach Club. Concessions Services - Alice Rose - 1-908-581-2804



TOWN OF SMITHFIELD

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT C.S.

SUBJECT: RFP TO SOLICIT CONCESSION SERVICES FOR THE RECREATION DEPARTMENT AT DEERFIELD PARK – PLAY FOR ALL PAVILION

DATE: APRIL 26, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
ROBERT CAINE, PARKS, RECREATION & GROUNDS DIRECTOR

Background:

The Town is seeking proposals for Concession Services at the Play for All Pavilion at Deerfield Park. It should be noted that all revenue received from concessions will be reinvested in adaptive playground equipment as well as future programming activities.

This is a request for Town Council authorization to advertise a new RFP soliciting current vendor bids to provide Concession Services for the period of April 30, 2023 to April 29, 2025, with an optional two (2) years extension that may be exercised at the sole discretion of the Town.

Financial:

The Smithfield Parks & Recreation Department will receive monthly rental income, from an outside vendor, to operate the concession stand and all revenue will be reinvested in adaptive playground equipment as well as future programming activities.

Recommendation:

Our recommendation to the Town Council is to approve the advertisement of a new RFP soliciting a new Concessions Services Agreement at the Smithfield's Deerfield Park – Play for All Pavilion for the contract period of April 30, 2023 to April 29, 2025. Subject to final review by Town Solicitor.

MOVED:

That the Smithfield Town Council hereby authorize the Purchasing Agent to advertise this new RFP for Concession Services at the Smithfield's Deerfield Park – Play for All Pavilion for the new contract period of April 30, 2023 to April 29, 2025. Subject to final review by Town Solicitor.

TOWN of SMITHFIELD
State of Rhode Island



Request for Proposals

RFP # 2023-0324

**Concession Services Agreement —Deerfield Park, Smithfield at
Play for All Pavilion**

TOWN of SMITHFIELD
State of Rhode Island

Table of contents:

Page 1	Cover Sheet
Page 2	Table of Contents & Introduction
Pages 3 – 7	Terms & Requirements
Page 8	Attachment A – Cost Proposal form
Page 9 - 13	Concessions Services Agreement
Page 14	Play For All Pavilion at Deerfield Park – Concession Services Hours of Operations

Introduction:

The Town of Smithfield is seeking Proposals for Concession Services at the Play for All Pavilion at Deerfield Park. The Town is looking to enter into a two (2) year contract for the period commencing **May 31, 2023 through May 30, 2025**, with an optional two (2) years extension that may be exercised at the sole discretion of the Town.

Sealed proposals must be received at the office of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 by **10:00am on Wednesday, May 24, 2023** at which time all bids will be publicly opened and read aloud.

TOWN of SMITHFIELD
State of Rhode Island



Terms and Requirements for Proposals

Item Description: Concession Services Agreement—Deerfield Park, Smithfield, at the Play for All Pavilion

Date and Time to be OPENED: Wednesday, May 24, 2023 at 10:00 AM

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

Instructions

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

TOWN of SMITHFIELD
State of Rhode Island

NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest qualified evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest qualified evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. Where prices are the same, the Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the town's website (<http://www.smithfieldri.com/bids>)
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be given.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made
12. A certificate of insurance shall be required of a successful vendor. If so, the Town of Smithfield shall be named *additionally named insured* in the title holder box.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Submitters must indicate brand or make offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
15. This contract will be for the services described above; however this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.
16. No goods should be delivered or work started without Notice from the Town.
17. Vendors are advised that all materials submitted to the Town of Smithfield for consideration in response to this RFP may be considered to be public records as defined in RI General Laws Section 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

TOWN of SMITHFIELD
State of Rhode Island

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Town of Smithfield may release records marked confidential by a vendor upon a public records request if the Town Solicitor determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

18. In accordance with RI General Laws Section 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s).
19. Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for Concession Services for the Play for All Pavilion at Deerfield Park. The Play for All Pavilion is a Seasonal Operation business that is expected to be open from April 1 to October 31.
2. The contract period shall be in effect for two (2) years, for the period commencing May 31, 2023 through May 30, 2025, with an optional two (2) years extension that may be exercised in the sole discretion of the Town.
3. Award will be made on the basis of the lowest qualified evaluated bid price meeting all terms and specifications deemed to be in the best interest of the Town of Smithfield.

REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage in amounts acceptable to the Town.
2. Have sufficient manpower to provide services as outlined in the Concessions Services Agreement as determined by the Town.
3. Provide a list of at least three (3) client references. Including contact name, phone and type of services provided.
4. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.

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5. Responders must guarantee that the services can be provided to the Town of Smithfield Department within the time specified in the proposal documents.
6. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
7. Inquiries:
Inquiries concerning clarification on any portion of this Agreement should be made to:

Carlos Santos
Purchasing Agent
csantos@smithfieldri.com

8. Proposal -To Include the following:

- a. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff and support.
- b. List at least three (3) references of other clients that you service that are non-profit organizations, include the name and telephone number of a person to contact.
- c. List any past experience providing services to the Town.

9. Cost Proposal:

- a. The cost proposal should include the following information:
 1. The responder shall submit Attachment "A" filled out completely.
 11. The cost proposal should contain all pricing information relative to performing the services as described in Concession Services Agreement.
 111. The pricing shall remain for the duration of the contract.

10.Evaluation Criteria:

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

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b. Proposal will be evaluated on the following:

		Score
1.	Company Information and Years in Business	10
2.	Required documents stated in specifications	20
3.	Past Experience with the Town and References	25
4.	Business Location in Town	10
5.	Pricing	35
	Grand Total	100

11. Final Selection

1. The Smithfield Town Council will select an agency after taking into account the recommendation submitted by the evaluation committee. Following the notification of the agency selected, the attached contract will be executed by the parties.
2. An agency's submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the agency selected.

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ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: Concession Services - Play for All Pavilion at Deerfield Park
Date and time to be opened: 10:00am on Wednesday, May 24, 2023

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

1. Total Annual Contract Price - (Contract is Valid May 31, 2023 to May 30, 2025)
Seasonal Operations: April 1 to October 31

_____ \$ _____
(Annual Contract in words) (Annual Contract in Figures)

2. Total Annual Contract Price - Optional Two Year Extension (Contract is Valid May 31, 2025 to May 30, 2027) Seasonal Operations: April 1 – October 31

_____ \$ _____
(Annual Contract in words) (Annual Contract in Figures)

PHONE _____ FAX _____

EMAIL _____

CONTACT PERSON NAME _____ TITLE _____

AUTHORIZED PERSON SIGNATURE

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**Play for All Pavilion at Deerfield Park
Concessions Services Agreement**

The agreement made and entered into by and between the "concessionaire" and the Town of Smithfield hereafter referred to as the "Town" is as follows:

The Town grants to the concessionaire the use of the concession area in the Play for All Pavilion, Deerfield Park, located at 100 Lisa Ann Circle, Smithfield, Rhode Island for the period commencing **May 31, 2023 through May 30, 2025** to be used solely for the purpose of selling soft drinks, candy, ice cream, food, and other refreshments, under the terms and conditions hereinafter stated. Business shall be carried on from the part of the building as designated by the Smithfield Department of Parks & Recreation Director. This concession services agreement is a two year contract with an optional two year contract. To be eligible for a contract extension the concessionaire must submit a financial summary of concession operations at the Play for All Pavilion in the form of an income statement, acceptable to the Town Finance Director, for the prior fiscal year's operations 60 days prior to the date of renewal. The approval of any contract extension shall be in the sole discretion of the Town Council.

The concession area shall be opened whenever organized activities are being held at Deerfield Park with advance notice schedule or notification given to the concessionaire. Days and hours of operation must be approved by the Department of Parks & Recreation Director prior to the season's opening. The present required Concession Stand Hours of Operation are attached hereto. These hours of operation may be modified or increased by the Department of Parks & Recreation Director with advance notice to the concessionaire.

The Parks & Recreation Department reserves use of the Concession Stand, Play for All Pavilion (at Deerfield Park) weekdays from 9-11 AM during the academic year. This time is to be used for the purpose of inclusive participation in a community-based setting focusing on life skills and work readiness training for high school students with special needs. Students will be working with a high school buddy and/or Transition Staff Member. Approved vendor will not be required to hire, train, supervise, or compensate students; however, must supply and maintain program inventory.

The concessionaire must supply his own electrical equipment, or any other equipment needed, which equipment shall be used only upon the approval of the Department of Parks & Recreation Director. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary regulations, repairs, improvements, and maintenance of the concession area shall be the responsibility of the Town.

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The quality of food served, the prices charged and any other factor affecting the public interest must be approved by the Department of Parks & Recreation Director before the concessions is opened and the Town reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary or proper for the protection of the public.

1. No advertising signs shall be posted except for price lists, unless approved by the Department of Parks & Recreation Director.
2. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up within the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
3. The concessionaire shall comply with all state and local laws and regulations.
4. The concessionaire shall hold the Town harmless from any loss, injury, or damage to any person or property arising out of the operation of the concession, including products liability.
5. The concessionaire must submit a certificate of insurance, which includes general liability, product liability, vehicle liability and Workmen's Compensation in the amount of \$1,000,000 and naming the Town of Smithfield as the additional insured on the policy with 30 days advance notice of cancellation and stated on the certificate. The certificate of insurance must be submitted prior to the commencement of the contract.
6. This agreement cannot be assigned or transferred.
7. The Town reserves the right, acting through the Department of Parks & Recreation Director, to make any other rules and regulations pertaining to the concessionaire which are reasonable and are in the best interest of the Town and the public. The Department of Parks & Recreation Director may order unsatisfactory service and conditions to be remedied by the contracted vendor with failure to do so being grounds for the termination of the contract.
8. The concessionaire shall have the responsibility of securing the concession area, but duly authorized representatives of the Town shall have access to the concession area at all reasonable times.
9. No beer, wine or any alcoholic beverages or tobacco items shall be available or sold at any time in the Play for All Pavilion at Deerfield Park.

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10. The soft drink/ beverage agreement shall remain in the sole operation and responsibility of the Play for All Pavilion at Deerfield Park and shall be administered by the Department of Parks & Recreation Director. The soft drink/ beverage vending machines shall be operated by the contracted vendor, with all revenue from the soft drink/ beverage vending machines sales being retained by the contracted vendor. All soft drinks/ beverages sold for resale must be purchased through the Play for All Pavilion at Deerfield Park and the concessionaire is required to purchase a minimum of 450 cases of product per year.
11. The Town of Smithfield is not responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the business awarded the contract.
12. The concessionaire shall pay to the Town amount stated in Section #1 of this agreement. The concessionaire is also required to submit a financial summary of concession operations at the Play for All Pavilion at Deerfield Park in the form of an income statement, acceptable to the Town Finance Director, 60 days prior to the end of this contract.
13. The contract price stated above shall be payable in three installments for the first contract year as follows:

1st payment – July 15, 2023	
2nd payment – October 15, 2023	
3rd payment -January 15, 2024	
4th payment -March 15, 2024	
5th payment -July 15, 2024	
6th payment -October 15, 2024	
7th payment -January 15, 2025	
8th payment - March 15, 2025	

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For Optional contract extension, the contract prices listed above under Section #1 shall be payable on a quarterly basis as follows:

1st payment – July 15, 2023
2 nd payment – October 15, 2023
3 rd payment – January 15, 2024
4 th payment – March 15, 2024
5 th payment – July 15, 2024
6 th payment – October 15, 2024
7 th payment – January 15, 2025
8 th payment – March 15, 2025

6. The Town reserves the right to allow other food and refreshments to be sold in the Play for All Pavilion at Deerfield Park during special events and will notify the concessionaire in advance of any such special events.
7. The concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, and or physical or mental handicap for any position that the employee or applicant is qualified.
8. In the event the concessionaire fails to comply with any term of this agreement, the Town may declare the contract terminated and may pursue any or all of its legal remedies as a result of said breach.
9. Nothing in this Agreement shall preclude patrons and guests from bringing their own food and/or non-alcoholic beverages into Deerfield Park. However, the Department of Parks & Recreation Director may prohibit or restrict people from bringing food and beverages to games should he deem it necessary.
22. Required Concession Services Hours of Operation are listed below.

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Play for All Pavilion at Deerfield Park

100 Lisa Ann Circle
Smithfield, Rhode Island 02917
Phone: (401) 349-0612

**Proposed Concession Services
Hours of Operations (April 1- October 31)**

Sundays	10 AM to DUSK
Mondays	3 PM to DUSK
Tuesdays	3 PM to DUSK
Wednesdays	3 PM to DUSK
Thursdays	3 PM to DUSK
Fridays	3 PM to DUSK
Saturdays	10 AM to DUSK

Notes:

1. Any changes to the concession stand hours of operation, by the contracted concessionaire, have to be approved by the Department of Parks & Recreation Director.
2. Additional hours of operation may be required as the Play for All Pavilion at Deerfield Park event schedule dictates.



Memorandum

April 26, 2023

TO: The Honorable Town Council
FROM: Robert Caine, Parks and Recreation Director
SUBJECT: **COUNCIL AGENDA ITEM COVER SHEET**

SUBJECT:

Splash Pad Rental Opportunities (and Pavilion as available)

BACKGROUND:

Splash Pad will open Memorial Day-Labor Day. Summer hours are 10-3 daily and open to public.

Requests for private use. See proposed details.

FINANCIAL IMPACT:

Rentals will generate revenue to be reinvested in additional equipment/programs.

ATTACHMENTS:

Splash Pad Rental Hours and Rates

Splash Pad General Rules

Splash Pad Participation Waiver

MOTION:

That the Smithfield Town Council authorize Parks & Rec Dept. to allow and promote rental usage of Splash Pad (and Pavilion as available).



Parks & Recreation Department

1 William J Hawkins Trail Greenville, RI 02828 (401) 349-0612
smithfieldri.com/recreation

SPLASH PAD RENTAL HOURS AND RATES

WEEKDAYS	RESIDENTS	NON-RESIDENTS	WEEKENDS	RESIDENTS	NON-RESIDENTS
8-9:30 AM	\$75	\$100	8-9:30 AM	\$125	\$150
3:30-5 PM	\$75	\$100	3:30-5 PM	\$125	\$150
Add Pavilion	\$50	\$75	Add Pavilion	\$75	\$100

***Splash Pad is open daily 10-3 PM for public use ONLY (Memorial Day-Labor Day)**

SPLASH PAD RENTAL

1. All requests are processed on a first come, first served basis. Town-sponsored events receive first priority.
2. Rentals are available for residents and non-residents; fees are based accordingly.
3. Please allow up to 48 hours for all requests.
4. If date and time is available, it will be on hold reservation will be made. 50% deposit is due within 48 hours to confirm reservation. If payment is not received, you may lose your reservation. Payment in full is due one week prior to the event date.
5. If reservation is submitted within one week of requested date and time, payment in full must be received within 48 hours of reservation confirmation.
6. Cancellations made less than one week prior to event will forfeit 50% deposit.
7. Cancellations made two weeks or more prior to event, will receive 50% deposit minus \$5 for processing.
8. If the Splash Pad is closed due to inclement weather or by Parks & Rec staff, you will receive a full refund.
9. All attendees must abide by Splash Pad and Park rules. You are responsible for any damage incurred.
10. Please collect all trash generated and place any overflow near garbage/recycle bins.
11. The Town of Smithfield is not responsible for lost or stolen items.
12. NO grills, NO DJ, NO amplified music, NO Live Bands.
13. No vehicles on grass.
14. All attendees must sign participation waiver for event.



Parks & Recreation Department

1 William J Hawkins Trail Greenville, RI 02828 (401) 349-0612
smithfieldri.com/recreation

SPLASH PAD at Deerfield Park

All persons using splash pad do so at their own risk.

This splash pad is intended for use by children 12 years of age or under.

SAFETY RULES

Evacuate when thunder, lightning, or severe weather conditions exist or are forecasted.

Adult supervision of children is required at all times.

Swimsuits or appropriate attire must be worn at all times.

Children not toilet trained must wear swim diapers.

Do not drink the splash pad water.

NOT PERMITTED

Food, drink, or glass of any kind.

Smoking, vaping, or marijuana.

Running, horseplay, or reckless behavior.

Water balloons, inflatables, or toys.

Hanging, swinging, or climbing on any of the equipment.

Covering spray features or carrying dirt onto pad.

Bathing, soap, shampoos, or detergents.

Skateboards, rollerblades, skates, bicycles, scooters, wheeled vehicles or toys.

DO NOT use the splash pad if you are sick or experiencing diarrhea.

NO PETS ALLOWED!

Vandalism or any violation of these rules may result in suspension of use.



Parks & Recreation Department

1 William J Hawkins Trail Greenville, RI 02828 (401) 349-0612
smithfieldri.com/recreation

SPLASH PAD PARTICIPATION WAIVER

I hereby waive, release, and discharge any and all claims for damages, death, personal injury, or property damage which I may have, or which hereafter accrue to me as a result of my use of the Splash Pad. This release is intended to discharge in advance the Town of Smithfield, Town Council, Smithfield Parks & Rec Dept., its officers, agents, and employees from and against any and all liability arising out of connected with the use of said facility. It is understood by my signature below that I have agreed that this waiver, release and assumption of risk is to be binding on my heirs, personal representatives, next of kin, spouse, and assigns.

The signature below indicates the requesting group or individual is in agreement with all Smithfield Parks & Rec Dept. use procedures and the participation waiver.

Signature: _____ Date: _____

PRINTED NAME: _____

ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____