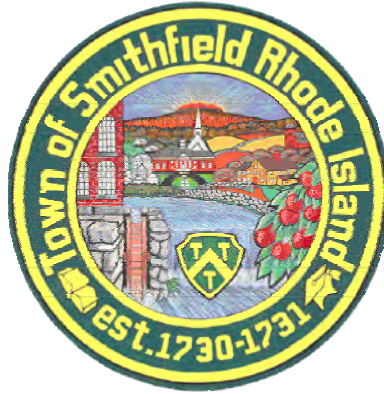




SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
October 3, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, OCTOBER 3, 2023
6:00 P.M.**

6:00 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Frank E. Smith, Zachary P. Smith, and Angelica L. Bovis for possible appointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation.

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 September 19, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Michael Romano for possible reappointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation be approved as recorded and sealed.
 - B. Move that the minutes of the September 19, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Economic Development Commission reappointment with a term expiring in March of 2026.
 - B. Land Trust reappointment with a term expiring in September of 2028.
- VIII. Public Hearings:

- A. Conduct a public hearing to consider, discuss, and act upon Zoning Ordinance amendments to Section 5.11.5 “Principal Solar Energy Systems” and Section 5.11.6 “General Requirements for Accessory and Principal Solar Energy Systems” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

IX. Licenses:

- A. Consider, discuss, and act upon approving two (2) One-Day Beer/Wine Licenses for the Smithfield Senior Center as follows:

- Halloween Party to be held on Tuesday, October 31, 2023 from 12:00 p.m. to 3:00 p.m.
- Christmas Party to be held on Tuesday, December 5, 2023 from 12:00 p.m. to 3:00 p.m.

The parties will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.m. to 3:00 p.m., as listed, as applied, subject to all State regulations and local ordinances.

- B. Consider, discuss, and act upon approving a new Mobile Food Truck License for KelCar Q, LLC d/b/a “Team Gotta Q”, 1800 Mendon Road, Suite 163, Cumberland, RI with a RI Reg. number 526-5785, as applied, subject to compliance with all State regulations and local ordinances.

- C. Consider, discuss, and act upon approving a new Holiday Sales License for Metro Mattress Corporation d/b/a “Metro Mattress”, 473 Putnam Pike, Suite B-3, as applied, subject to compliance with all State regulations and local ordinances.

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

- Friday, October 20, 2023 from 4:00 p.m. to 8:00 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:

- A. Consider, discuss, and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stone Wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7 sponsored by Council

Member Sean M. Kilduff.

- B. Sitting as the Smithfield Water Supply Board, consider, discuss and act upon a request for waiver of water main extension based on the Code of Ordinances, Chapter 350 Water Line Extensions, Article 1 Construction of Waterlines and Other Water Capital Equipment by Private Developers, Section 350-1 Extension of Water Service Article 1.C.
- C. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract with Dant Clayton, through the Sourcewell Contract #091719-DCT, for the purchase of the Boyle Athletic Complex Grandstand and Press Box materials with an option for installation in an amount not to exceed four hundred, forty-nine thousand dollars and zero cents (\$449,000.00) based on final action by the Boyle Athletic Complex Building Committee and pending final review by the Town Solicitor.
- D. Consider, discuss, and act upon adopting a resolution to place Smithfield Land Trust, recreation, and open space properties in a Municipal Public Trust sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

XI. New Business:

- A. Consider, discuss, and act upon authorizing a bid award for drainage, maintenance, loam & seed and tree plantings within the Deer Run Estates subdivision.
- B. Consider, discuss and act upon authorizing the Town Manager to execute a Construction and Maintenance Agreement with the State of Rhode Island for a pavement improvements project on Route 7/Douglas Pike.
- C. Consider, discuss, and act upon authorizing a request for proposals for a two year on-call town wide electrical services contract.
- D. Consider, discuss, and act upon adopting a resolution authorizing the submission of a RIDEM Recreation Acquisition and Development Grant for the acquisition of Plat 23, Lot 67A (0 Cross Street) to provide parking for Whipple Field and Olivia's Forest Trail.

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: FRIDAY, SEPTEMBER 29, 2023

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

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, September 19, 2023

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present:

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

I. President Lawton calls the Tuesday, September 19, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:30 p.m., a motion was made by Vice President Iannotti, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Michael Romano for possible reappointment to a Town board or commission.

The motion was unanimously approved.

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

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the August 24, 2023 work session meeting on licensing procedures be approved as recorded.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the minutes of the August 24, 2023 work session meeting on licensing procedures be approved as recorded. **Motion** is approved by 3/0 vote. *Member Tassoni abstains.*

- B. Move that the minutes of the September 5, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Marcie DiOrio for possible reappointment to a Town board or commission be approved as recorded and sealed.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the minutes of the September 5, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Marcie DiOrio for possible reappointment to a Town board or commission be approved as recorded and sealed. **Motion is approved by a 3/0 vote. Member Tassoni abstains.**

- C. Move that the minutes of the September 5, 2023 open session meeting be approved as recorded.**

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

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

- A. Juvenile Hearing Board reappointment with a term expiring in September of 2024.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Gail Dwyer to the Johnston-Smithfield Juvenile Hearing Board with a term expiring in September of 2024. **Motion is approved by a unanimous 4/0 vote.**

- B. Juvenile Hearing Board reappointment with a term expiring in September of 2026.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Marcie DiOrio to the Juvenile Hearing Board reappointment with a term expiring in September of 2026. **Motion is approved by a 3/0 vote. Member Tassoni recuses himself.**

VIII. Public Hearings:

- A. Conduct a public hearing to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled "Taxation" to amend Article VI "Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property" sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.**

President Lawton declares the public hearing open.

Vice President Iannotti explains that following: these amendments will limit an applicant's ability to apply for a Tax Stabilization Agreement (TSA) to January 31st of a particular year, if they want the TSA to take effect in the next fiscal year which begins in July. The reason for this is so the agreement will not affect the tax rate for the year.

An inventory will be required to be taken by the Tax Assessor to determine the value of the assets, and should the Tax Assessor need assistance in valuing the assets, he will have the ability to hire an expert. The applicant will bear the cost of the expert.

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

Member Toppi explains that while she felt there were a couple of things that could be added, it was more of the language. Member Toppi further explains that should something come up in the future, additional items can be added. Member Toppi feels that overall, a great job was done. Member Toppi also feels that Vice President Iannotti's suggestions were great.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby adopts amendments to Chapter 321 of the Code of Ordinances entitled "Taxation" to amend Article VI "Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property". **Motion is approved by a unanimous 4/0 vote.**

B. Conduct a public hearing to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled "Stone Wall Protection and Preservation" to amend Sections 305-3 and 305-4 and adopt Section 305-7 sponsored by Council Member Sean M. Kilduff.

President Lawton declares the public hearing open.

Vice President Iannotti explains that following: these changes "beef up" the current Stone Wall Ordinance by increasing the penalty, which is currently \$500 per day for a violation. If a violation is determined to have occurred by the Building Official, no additional building permits for the subject property would be issued. The Building Official could accept a written plan of repair or restoration of the stone wall in-lieu of a fine. The proceeds of the fine could be utilized to retain an outside vendor to repair or repair the affected stone wall.

Any such plans ahead of time would have to be approved by the Historic Preservation Commission prior to the commencement of the work.

All applicants who submit an application for a building permit for a new structure or building addition would have to be provided with a copy of this ordinance. They would also need to execute an affidavit acknowledging the receipt of the ordinance and that they read/understood the provisions contained therein.

Member Tassoni questions what would happen if the price to fix the wall is more than the fine. Vice President Iannotti states the fine would be \$500 per day, and that scenario probably would not be likely. Vice President Iannotti feels that this would be a problem.

Member Tassoni questions if this would fall on the owner. Attorney Ursillo explains that the owner eventually will have to fix the wall or the Building Official could send the matter to municipal court for prosecution. Member Tassoni feels that language needs to be added stating that the owner is responsible and should go to municipal court to ensure payment.

Historic Preservation Commission Chair Robert Leach explains the following: there have been some people cited because of the nature of the ordinance, and people do not seem to be too timid of this ordinance and have taken out hundreds of feet of stone wall. The current ordinance will be “tightened up”.

The author of the book referenced should be correctly spelled.

Section 1 305-4 should be made more stringent to read, *“in mitigation of any violation of this chapter, and in addition to any fines levied, the Building Official shall require a written remediation plan of repair or restoration for the stone wall illegally altered and the owner shall be required to execute the wall restoration per approved plan. In all cases, any plan to repair or restore an affected stone wall must be approved by the Smithfield Historic Preservation Commission prior to the commencement of any work”*.

The Preservation Commission is not listed in this document, and the commission assumes the role on the Technical Review Committee for this particular piece, and the Conservation Commission is still a part of the Technical Review Committee.

Thomas Hodgkins of 200 Farnum Pike questions if the amendments were reviewed/voted on by the Historic Preservation Commission. Mr. Leach explains that the commission votes on policies for certain things, and the commission does not make the policy. Mr. Leach further explains that the commission makes suggestions and brings those suggestions to the authorities as they have the jurisdiction to take action.

Mr. Hodgkins questions Section 305-4 (B) and what the intent is with regard to no additional building permits on the subject property not being issued. Mr. Hodgkins feels that this section means that no additional building permits will be issued “ever”.

Mr. Hodgkins questions the language “no additional building permits” because there would be value in saying that if there is a violation there, the building permit will not be closed out or there will not be a Certificate of Occupancy listed for the property. Mr. Hodgkins states that is the enforcement mechanism.

Mr. Hodgkins also questions Section 305-4 (C) and refers retaining a vendor. Mr. Hodgkins recommends adding “a qualified” vendor. Mr. Hodgkins thinks it would be wise if the commission gives the Town a list of qualified vendors

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

Member Tassoni would like language added about municipal court. Member Tassoni suggests giving the suggestions to Attorney Ursillo and continuing this matter at the next meeting.

Vice President Iannotti would like to add when additional building permits “may” be issued because as Mr. Hodgkins stated, it cannot be forever.

Vice President Iannotti suggests the following language, “once remediation has occurred then the building permits can then be issued”. Vice President Iannotti feels that the intent was to delay rather than shutdown these projects permanently.

Vice President Iannotti questions the closing of the public hearing. Town Manager Rossi explains that the council would table the ordinance not the public hearing because it was closed. Attorney Ursillo explains that it could be placed on the agenda based on the new resolution.

Vice President Iannotti suggests continuing this to clarify the language because these are not substantive changes.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council tables this ordinance adoption and continues this matter to the next meeting on October 3, 2023. **Motion is approved by a unanimous 4/0 vote.**

- C. Consider, discuss, and act upon approving a new B-Victualler Liquor License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, to include outdoor seating/bar service, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit, Certificate of Good Standing from the RI Division of Taxation and a drawing of the outdoor seating area.**

Vice President Iannotti declares the public hearing open.

Member Tassoni questions if the outstanding paperwork has been received. Town Clerk Antonuccio states that the Clerk’s Office has not received any of the outstanding paperwork.

Hearing no further comments, Vice President Iannotti closes the public hearing.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new B-Victualler Liquor License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, to include outdoor seating/bar service, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit, Certificate of Good Standing from the RI Division of Taxation and a drawing of the outdoor seating area. **Motion is approved by a 3/0 vote. President Lawton recuses himself.**

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit.**

Member Tassoni questions if the outstanding paperwork has been received. Town Clerk Antonuccio states that the Clerk’s Office has not received any of the outstanding paperwork.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Victualling License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a copy of the Retail Sales Permit. **Motion is approved by a 3/0 vote. President Lawton recuses himself.**

- B. Consider, discuss, and act upon approving a new Entertainment License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2 as applied, subject to compliance with all State regulations and local ordinances.**

Member Toppi questions what type of entertainment this establishment will have. Bernard Hawkins explains that they would have just a singer.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Entertainment License for BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Bldg. A, Unit 2 as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a 3/0 vote. President Lawton recuses himself.**

- C. Consider, discuss, and act upon approving a new Solicitation License for “Power Home Remodeling Group”, soliciting home improvement solutions, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitation may take place between the hours of 9:00 a.m. to 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council.**

Member Toppi questions if this company has done business in the Town prior. Town Clerk Antonuccio states they have never done business in the Town.

Member Tassoni feels that 7:00 p.m. is too late, and he suggests 5:00 p.m.

Member Toppi states that it will soon get dark at 4:00 p.m. Member Toppi suggest “dusk” unless it is summer.

Attorney Ursillo suggests “dusk” or “no later than”.

Motion is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town Council approve a new Solicitation License for “Power Home Remodeling Group”, soliciting home improvement solutions, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitation may take place between the hours of 9:00 a.m. to dusk or no later than 7:00 p.m. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council. **Motion is approved by a unanimous 4/0 vote.**

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

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

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

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

Motion is approved by a unanimous 4/0 vote.

E. Consider, discuss, and act upon approving a new Peddler’s License for Palagi 2000, Inc. d/b/a “Palagis Ice Cream, to sell frozen treats from a truck with RI Reg.# 109950, 55 Bacon Street, Pawtucket, RI, subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Peddler’s License for Palagi 2000, Inc. d/b/a “Palagis Ice Cream, to sell frozen treats from a truck with RI Reg.# 109950, 55 Bacon Street, Pawtucket, RI, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 4/0 vote.**

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Metropolitan Area Planning Council as Agent for the Greater Boston Police Council, with Allegiance Trucks, LLC of Warwick, RI for the purchase of one (1) new international HV607 41,000 GVW Cab and Chassis truck for one hundred twenty-three thousand, four hundred eighty-one dollars and eighteen cents (\$123,481.18).**

Public Works Director Gene Allen explains the following: this purchase was approved in the Capital Plan for this year's budget. The existing contract with the Area Planning Council ends at the end of October 2023. He is still waiting for a builder's slot because many of the trucks that were to be built in 2023 were pushed to 2024. Mr. Allen is hoping to lock this under the current prices.

Member Toppi questions the payment schedule. Director Allen explains that this would be a four (4) year lease.

Director Allen further explains that once he knows the build date for this, he will be returning to the council with a request for a swap loader.

Vice President Iannotti states that this will be replacing a 1994 Ford, and questions if the Town keeps trucks that long. Director Allen explains that previously that Town kept them that long, however, this would not be his goal.

Vice President Iannotti wants assurance that this item will not be a \$123,481.18 "hit to the budget", and it will be a quarter of this for four (4) years. Director Iannotti assures the members that the payments will be spread out over a four (4) year period.

Paul Santucci of 10 Appletown Road states that he spoke about the Capital Plan at the last meeting and what is being put into it. Mr. Santucci questions the plan being broken into four (4) or five (5) year segments. Town Manager Rossi confirms this.

Mr. Santucci questions how the Town is accounting for and saving money for school roofs that will be needed in twenty (20) years and if money is being saved on an annual basis for that purpose. Town Manager Rossi explains that they are in the process of updating the twenty (20) year plan, and they are working with the School Department to ensure every asset/building is listed so the Town is putting some financial impact into that. Town Manager Rossi further explains that the Town is currently not adding additional dollars into this.

Mr. Santucci states that the Town needs to start putting money away in a sinking fund so money is not spent on certain capital projects/items that can be deferred.

Mr. Santucci expresses his concern about the second wood chipper that was purchased and was not needed.

Mr. Santucci states that if this truck is approved to purchase, he assumes that there will be a replacement date and the cost will be input into the Capital Plan spreadsheet.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorizes the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888, for the purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18. **Motion is approved by a unanimous 4/0 vote.**

B. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of a GVW Cab and Chassis truck through the Smithfield Capital Lease Fund.

Town Manager Rossi explains that this is the accompanying resolution that goes with the action on the last item.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorizes the attached resolution as submitted. **Motion is approved by a unanimous 4/0 vote.**

C. Sitting as the Smithfield Water Supply Board, consider, discuss and act upon a request for waiver of water main extension based on the Code of Ordinances, Chapter 350 Water Line Extensions, Article 1 Construction of Waterlines and Other Water Capital Equipment by Private Developers, Section 350-1 Extension of Water Service Article 1.C.

Town Manager Rossi as the council, sitting as the Smithfield Water Supply Board to table this agenda item to Tuesday, October 3, 2023.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council table this agenda item to the October 3, 2023. **Motion is approved by a unanimous 4/0 vote.**

D. Consider, discuss, and act upon a bid award for interior painting at the Town Hall.

Town Manager Rossi explains the following: at the July 5, 2023 Town Council meeting, the council approved the advertising of an RFP for the painting and refurbishing of the walls and ceilings throughout the town hall. Three (3) proposals were received and there was a wide span in dollar values. After a thorough review by the Purchasing Agent who reached out to ensure the scope is included and based on the low bidder as well as references, the recommendation is to award the bid to Plan B Construction.

Vice President Iannotti questions if this is for just painting. Town Manager Rossi states this is for painting, cleaning, and scrapping.

Vice President Iannotti questions why there was such a large discrepancy. Town Manager Rossi explains that he thinks it is because the low bidder is a small operation having less overhead.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby award the town hall interior painting project to the lowest qualified bidder, Plan B Construction, located in Barrington, with a cost not to exceed: \$37,000. **Motion is approved by a unanimous 4/0 vote.**

- E. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract, through the RI Master Price Agreement, with the lowest qualified bidder for a grandstand and press box for the Boyle Athletic Complex.**

Town Manager Rossi requests that the council consider tabling this matter to the October 3, 2023 Town Council meeting.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council table this matter to the October 3, 2023. **Motion is approved by a unanimous 4/0 vote.**

- F. Consider, discuss, and act upon adopting a resolution to place Smithfield Land Trust, recreation, and open space properties in a Municipal Public Trust sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.**

Vice President Iannotti explains the following: at the last Town Council meeting there was a presentation made by the RI Land Trust Council. There are properties included in the resolution that are not only Land Trust properties, but also, parks and recreational properties throughout the Town. There was some confusion about the actual meaning of some of the language in the state statute and the effect on some of our properties. Due to this, Vice President Iannotti suggests tabling this item and rescheduling it for October 3, 2023 so that the Town Solicitor could answer any questions the members may have.

Motion is made by Member Iannotti, seconded by Member Toppi, that the Smithfield Town Council tables this matter to the October 3, 2023. **Motion is approved by a unanimous 4/0 vote.**

XII. Public Comment:

Thomas Hodgkins of 200 Farnum Pike feels that this public trust document is a shield, however, it is not a complete shield. Mr. Hodgkins states the following: at the last meeting it was noted that the Town Council is three (3) votes away from selling Land Trust land, but that was not the case until 2021 when the council took that right away from the voters.

The theoretical harm to council in the legislation was submitted to the General Assembly in 2018 did not go very far due to the wide opposition at the hearing and the number of people from Town who testified. The fear that was brought up was realized here 2021. The prior council voted to take away the right of the voters to make a decision on when to sell Land Trust land and acted on that by selling land that had been donated to the Land Trust.

When the Land Trust was created, the decision to sell land was in the hands of the voters and required a supermajority two thirds vote to sell that land. The council voted to amend state law to give itself the decision to sell land, however, that council never amended the Town ordinance.

The Town ordinance only refers to the 1999 act by the General Assembly, therefore, by changing the law that way, they never had to comply with the public notice requirement and the publishing requirement. This was done with a resolution to the assembly.

The council acted to sell land owned by the Land Trust, and the law still said, that the power to sell land was restricted. Even with a council vote, you could not sell land used for conservation purchases or land that was donated to the Land Trust. The prior council sold the land anyway even though it was prohibited by the law.

The council took away the voters right to decide this and then sold conserved land. Mr. Hodgkins thinks this is the harm that the Land Trust Council spoke about, and it has actually happened here.

Mr. Hodgkins thinks this public trust is helpful, however, a future council could vote to remove the public trust declaration or remove land from the declaration. This would undo what is done here.

Mr. Hodgkins feels that the council should move forward with making a dedication of a public trust to the extent it is enforceable of this land, it needs to act to “fix” the state law and the ordinance to put the decision to sell Land Trust land back in the hands of the voters.

The safest place for decisions about conserved land and open space is in the hands of the voters. It is not a decision of a Town Council.

Mr. Hodgkins hopes the council will look into amending the state law and also amending the ordinance in a way that is consistent with the state law.

Edward DeMayo of 75 Whipple Road states that he would like to see the historic land and houses be kept. Mr. DeMayo expresses his concern about the farm on Farnum Pike being sold. Mr. DeMayo states that the Town are landlords, and if he is elected to the Town Council he will try to get it back to keep as an historic site. They could farm the land and live there, but not own it.

David DePasquale of 101 Austin Avenue questions how to find out if the wall running along the front of his property is owned by him and if it is historic. Mr. DePasquale also questions the potential liability. Town Manager Rossi suggests that he contact Mr. Leach to determine if the wall is historic, and to determine any liabilities he will need to have a survey completed.

XIII. Adjournment

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

Meeting adjourns at 8:00 p.m.

Town Clerk



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

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

Attached are proposed amendments to Zoning Ordinance dealing with solar energy systems. Specific amendments are proposed to Section 5.11.5 Principal Solar Energy Systems and 5.11.6 General Requirements For Accessory And Principal Solar Energy Systems. The amendments generally involve increasing setbacks, improving buffering around solar energy systems and reducing the amount of forest that can be cleared to accommodate ground mounted solar projects.

The Planning Board reviewed the proposed amendments at the August 31st meeting and made a positive recommendation to the Town Council to adopt the amendments.

Recommended Motion: That the Smithfield Town Council hereby adopts the proposed amendments to Section 5.11 Solar Energy Systems as recommended by the Smithfield Planning Board.

Attachments:

Proposed Amendments

Public Hearing Notice- Published on September 14th, 21st & 28th

AN ORDINANCE AMENDING SECTIONS 5.11.5 AND 5.11.6 OF THE TOWN OF SMITHFIELD ZONING ORDINANCE ENTITLED “PRINCIPAL SOLAR ENERGY SYSTEMS” AND “GENERAL REQUIREMENTS FOR ACCESSORY AND PRINCIPAL SOLAR ENERGY SYSTEMS”

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

Section 1. Sections 5.11.5 and Sections 5.11.6 of the Town of Smithfield Zoning Ordinance are hereby amended as follows:

5.11 SOLAR ENERGY SYSTEMS

...

5.11.5 Principal Solar Energy Systems.

- A. Principal solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- B. All panels, equipment, and structures associated with a principal solar energy system shall meet the principal setback requirements prescribed by the zoning district in which they are located, except that ground-mounted solar energy systems shall be set back from property lines abutting residentially zoned parcels, or parcels containing residential uses, a minimum of ~~fifty feet (50')~~ three hundred feet (300'), and from property lines abutting public and private roads a minimum ~~one hundred and fifty feet (150')~~ one hundred feet (100').

5.11.6 General Requirements For Accessory And Principal Solar Energy Systems.

- E. Solar energy systems shall be sited and designed to minimize any negative aesthetic impacts on neighboring properties, or on prominent viewsheds. The design shall incorporate landscaping and design elements to visually screen the solar energy system from view from public roads and adjoining properties on a year round basis.
- G. Applicants proposing ground-mounted solar energy systems are required to provide a buffer that adequately mitigates visual impacts on surrounding properties and the neighborhood in general on a year round basis. The type of buffer should be based on the context and characteristics of the specific site, and shall be done in consultation with a landscape architect and may include , but are not limited to one or more of the following: ...
- L. Any applicant proposing a solar energy system that includes clearing more than 20,000 square feet of forested area shall assess the impacts of the forest loss and how the impacts can be mitigated. At a minimum, the following issues must be addressed: water quality, wildlife habitats, carbon sequestration, energy storage, and the effects on adjacent properties. Additional requirements include:
 - 1. Clearing of natural vegetation shall be strictly limited to what is necessary

for the construction, operation, and maintenance of the solar energy system, but in no case shall more than 40 25% of the forested area of any lot be cleared for the purpose of installing a solar energy system.

2. All stumps from the cleared area must be removed, disposed of off-site, or ground on-site after removal. Otherwise clearing of natural vegetation shall be strictly limited to what is necessary for the construction, operation, and maintenance of the solar energy system or otherwise prescribed by applicable laws, regulations, and ordinances.

1.3. Removal of trees within a required buffer as described in Section 333-5 of the Smithfield Code of Ordinances shall be subject to receipt of a Tree Permit, which shall be approved at the discretion of the Town Engineer. Excavation and filling of project sites shall be limited to what is necessary to stabilize the installation area.

2.4. Solar energy systems shall utilize shade pruning rather than clear cutting wherever feasible.

~~L. — Clearing of natural vegetation shall be strictly limited to what is necessary for the construction, operation, and maintenance of the solar energy system or as otherwise prescribed by applicable laws and regulations, but in no case shall greater than 40% of any forested area be cleared. Removal of trees within a required buffer as described in Section 333-5 of the Smithfield Code of Ordinances shall be subject to receipt of a Tree Permit, which shall be approved at the discretion of the Town Engineer. Excavation and filling of project sites shall be limited to what is necessary to stabilize the installation area.~~

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Viera, Dohoney creating ‘school family’ at Pleasant View Elementary

By **JACQUELYN MOOREHEAD**
Valley Breeze & Observer Staff Writer

jackie@valleybreeze.com

SMITHFIELD – Pleasant View Elementary School’s new Principal Terry Viera and interim Assistant Principal Kristin Dohoney say they’re kicking off the new school year by promoting and fostering a positive school environment for students, staff and families.

Both in their first year, Viera and Dohoney bring decades of teaching experience to the school.

Dohoney, who is under contract for a year in the position, came from teaching for 30 years, with the last five years at Old County Road School. She is a product of the Smithfield school system, starting at McCabe Elementary to graduating from Smithfield High School.

Viera comes from Colt Andrews Elementary School in Bristol, where she taught second grade and was head teacher for seven years.

Viera said another focus for the pair is to increase test scores in reading and math and continue to respond to anonymous feedback to make the school the best it can be. Dohoney brings a background in data analysis that they say they both take advantage of to ensure students’ and teachers’ needs are being met.

“We’re creating a school family,” Dohoney said.

“We listen. We care and we’re very fair. It’s all that Kristin and I are about,” Viera said.

Supt. Dawn Bartz said the district sends out feedback surveys to the community to find areas of improvement. Typically, Bartz said, feedback points to academics and student safety. Dohoney said the teachers requested more team-building activities, such as potluck lunches.

“We held coffee in the quad. It was so well-received,” Viera said.

“We’re here to help and support the



BREEZE PHOTO BY JACQUELYN MOOREHEAD Pleasant View Elementary School welcomed two new administrators at the beginning of the school year including Principal **TERRY VIERA**, left, and Interim Assistant Principal **KRISTIN DOHONEY**.

team,” Dohoney added.

Viera said there are nearly 600 students at the school and 60 staff members. She said it is important that the staff is cohesive and supported. That begins with a positive start to the day for the whole school from helping students off the buses to welcoming teachers into the building.

“We keep on a big smile, rain or shine, or in the humidity,” she said, smiling.

Dohoney and Viera said it is important to be visible in the building. With their teaching experience, they said in unison that they “get it.” Dohoney also serves as a mentor for teachers.

During last week’s heat wave, Viera said she opened her office to 2nd-graders in need of relief from the heat.

“They’re our future. We want them to be life learners,” she said.

The new administrators are also looking into new collaborations including a partnership with the senior center, as well as building up the school community for staff, students and families to gain more involvement from families.

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, October 3, 2023 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Article and Section(s) of the Smithfield Zoning Ordinance and Zoning Map:

Summary of Amendments: amendments generally include changes to Section 5.11 Solar Energy Systems that increase setbacks from solar energy systems, improving buffering around solar energy systems and reducing the amount of forest that can be cleared to accommodate ground mounted solar projects.

The above summarized amendments involve changes to the following article and sections of the ordinance including: Article 5 Dimensional Regulations - §11.5, Solar energy Systems, Subsection 5.11.5 - Principal Solar Energy Systems and Subsection 5.11.6 - General Requirements For Accessory And Principal Solar Energy Systems.

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

TOWN OF SMITHFIELD INTOXICATING BEVERAGE

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

CLASS B-VICTUALLER BEVERAGE LICENSE To Include Outdoor Seating/Bar Service

BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Building A, Unit 2

The above named application will be in order for a hearing of the Town Council on **September 19, 2023 at 7:00 p.m.**, Smithfield Town Hall, Council Chambers, 64 Farnum Pike, Smithfield, RI at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager’s office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

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

TOWN OF SCITUATE NOTICE OF PUBLIC HEARING PROPOSED ORDINANCE AMENDMENT

Notice is hereby given that the Town Council of the Town of Scituate will conduct a public hearing, open to the public, Thursday, September 14, 2023, at 7:00 PM at the Scituate High School Auditorium, 94 Trimtown Road, Scituate, RI 02857. Proposed ordinance amendment of Appendix A, Article II, Section 1 and Article IV, Section 16 will modernize the ordinance with regard to allowing wineries, distilleries and farm wineries within the Town of Scituate.

Opportunity shall be given to all persons interested to be heard upon the matter of the proposed ordinance. The proposed ordinance amendment is under consideration and may be adopted and/or 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 public hearing. The proposed new ordinance is available for review at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays and on the Town’s website at www.scituateri.gov.

By order of the Town Council
Margaret M. Long, Town Clerk

INDIVIDUALS REQUESTING INTERPRETER SERVICES FOR THE HEARING IMPAIRED MUST CALL 401-647-2822 SEVENTY-TWO (72) HOURS IN ADVANCE OF SAID HEARING.TTY #1-800-745-5555.

STATE OF RHODE ISLAND

SUPERIOR COURT

MECHANICS’ LIEN FOR ADVERTISING

Office of the Clerk of the Superior Court

Providence / Bristol Counties

Date: September 5, 2023 **CASE NUMBER:** PM-2023-02913

Petitioner(s)
C.N.A. Plastering Co., Inc.
vs.
Respondent(s)
Christina A Babcock

The Petitioner(s) has filed a petition in equity in the Superior Court representing that the Respondent(s) is indebted to the Petitioner(s) in the sum of **\$38,800.00**, including interest according to the amount filed with the petition, for materials furnished, and work and labor performed in the construction, erection, and reparation of a certain building belong to the Respondent(s) situated in the city or town of Scituate upon the lot(s) of land owned by the Respondent(s) in fee simple, bounded and described as follows:

That certain lot of land with all buildings and improvements thereon, situated in the Town of Scituate, State of Rhode Island, laid out and designated as Lot 161 on Assessor’s Map 50 according to the Tax Assessor, Town of Scituate, which property is located at 60 Nipmuc Road.

The Petitioner(s) claim a lien for the sum above, with interest and costs, and request that said lien be enforced against the land and building listed above, and against the right, title, and interest that the Respondent(s) as the owner thereof, had in and to the same at the time said Petitioner’s lien accrued thereon, and attached thereto, and that the same may be sold to satisfy said claim of the Petitioner(s), and all other accounts and demands for which the same is pledged and liable by Title 34, Chapter 28 of the General Laws of 1956 and any amendments thereto.

Notice is hereby given to all persons having a lien by virtue of said Title and Chapter of the General Laws and the amendments thereto, a mortgage or an attachment, or any other claim on all or any part of said property, respond, if they shall see fit, before the Superior Court at Providence within the County of Providence, on the 5th day of October, 2023 and make out their demands against the same.

/s/ Susan M Diggins
Clerk

Strict stone wall ordinance could bring daily fines of \$500

By **JACQUELYN MOOREHEAD**
Valley Breeze & Observer Staff Writer

jackie@valleybreeze.com

SMITHFIELD – Fieldstones left behind when glaciers receded from the East Coast helped make Rhode Island the epicenter of the classic stone walls connecting all historic sites in Smithfield, says Historic Preservation Commission Chairperson Robert Leach.

At a Town Council meeting Tuesday, Leach held up a binder wrapped in red tape representing the red tape the council would be voting on to strengthen the Stone Wall Protection and Preservation ordinance.

Leach said the changes in the ordinance should be more punitive, not less so.

The council tabled changes to the ordinance to allow for language changes to be added before voting.

“Sometimes you take the red tape away, sometimes you add to it. This is going to be one of the ones that you add red tape in order to protect our stone walls,” Leach said.

He told the council there have been

issues in town with people knocking down stone walls when building new structures.

“So they just go ahead and wholesale take out hundreds of feet of stone wall and then apologize later. Then we’re not fining them. We’re not doing anything, essentially,” he said.

Stone walls link not only historic sites, but all landscapes in town, Leach added.

He applauded the council and town officials for working to tighten up the ordinance, an effort in the works now for more than three years.

He questioned the town for giving money back to offenders to replace walls.

“This amendment says do what you want. Knock the stone wall down. We’re going to give you the money to rebuild the stone wall that you shouldn’t have knocked down in the first place,” Leach said.

Town Councilor Sean Kilduff sponsored the changes to the ordinance, but was not present Tuesday. Councilor Michael Iannotti explained that the purpose of the changes is to beef up the ordinance.

Changes include creating a penalty of \$500 per day for knocking over or

removing of a stone wall, to be issued by the building official. Fines would prevent any further building permits from being issued on a property until the stone wall is repaired or restored by a qualified professional.

Fines collected may be used to fix the wall, Iannotti said.

“Any such repairs or plans ahead of time would have to be approved by the Historic Preservation Commission prior to the commencement of the work,” he explained.

All applicants will be required to submit a written plan for restoration to the building official, and any new building applicants will receive a copy of the ordinance to be signed.

Iannotti added that at \$500 per day in fines, the cost of repairs should be covered. All fines are ultimately enforced by municipal court.

The Historic Preservation Commission should be contacted to identify whether a stone wall is historic.

Later Tuesday evening, the council tabled an ordinance that would put all Land Trust and several recreational town-owned properties into public trust to protect the land in perpetuity.

Iannotti said some councilors ques-

tioned the state law allowing municipalities to put land into public trusts. He said the council would prefer to wait until the next meeting to have a representative from the Rhode Island Land Trust Council answer questions.

Resident Tom Hodgkins said the law is a shield, but it is not a complete shield. He noted that the town is only three votes away from the council deciding to sell Land Trust land. That change was made in 2021 when the council voted to take the right away from the voters and put it in their hands, Hodgkins said.

When the Land Trust was created, Hodgkins emphasized that the decision to sell land was in the hands of the voters.

“The prior council voted to take away the right of the voter to make a decision to sell Land Trust land.

And then it acted on that and actually sold land donated to the Land Trust,” Hodgkins said.

He said that’s the harm that the public trust doctrine is trying to avoid, but a future council could vote to remove land later. He said the council needs to push an amendment to the state law to put the decision to sell land back in the hands of the voters.

TOWN OF FOSTER

On **October 12, 2023** The Foster Town Council will conduct a Public Hearing at **6:00 PM** at 6 South Killingly Road (Benjamin Eddy Building). On the agenda will be discussion of three zoning ordinances, recommended by the Planning Board at its September 6 meeting.

The recommendations include amendments to the Foster Zoning Ordinance Sec. 38-91 – Procedure; Sec. 38-93 – Public Hearing; Sec. 38-94 – Decision and records of the zoning board of review; Sec. 38-277 – Sewerage Disposal; Sec. 38-285 – Standards for commercial and industrial development; Sec. 38-131 – Division of Town into; enumeration; Sec. 38-272 Yard exceptions; Sec. 38-292 – Solar installations; and Sec. 38-430 – Planning board report.

Copies of the proposed amendments, additions, and removals can be found online at <https://www.townoffoster.com/planning-department>. Copies can also be obtained from the Foster Planning Office during regular business hours. The proposed amendments, additions, and removals 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.

Individuals requiring interpreter service must notify the Town Clerk’s Office at (401) 392-9200 at least 72 hours in advance of the hearing date.

By order of the Town Council,
Susan M. Dillon, Town Clerk



ADVERTISEMENT FOR BIDS

Notice is hereby given that the North Providence Housing Authority, North Providence, RI will receive bids for Retaining Wall Replacement. The project consists of replacement of an existing wood retaining wall with a new concrete block retaining wall.

Bidders are invited to submit bids to the Owner per the Instructions to Bidders and the Supplementary Instructions to Bidders. Hard copies of sealed bids are to be delivered before **11:00 A.M., local time, Tuesday, October 10, 2023**, to the North Providence Housing Authority, 945 Charles Street, North Providence, RI 02904. Proposals received after the above time will not be accepted. Bids will be publicly opened in person immediately following the specified bid closing time.

To obtain copies of the Bid Documents prospective bidders are instructed to send an email to gia@sa-architects.com requesting to be added to the Plan Holders list. The email must contain the following information: Project name in subject line, name of firm, address of firm, point of contact’s name, email address and telephone number. Those on the list will receive a return email with either the files or a Dropbox link that contains downloadable PDF files of the drawings and project manual. No deposit or payment is required.

A non-mandatory Pre-Bid Site Visit will be held on **Tuesday, October 03, 2023, at 10:00 A.M.** Attendees are to report to the entrance of the North Providence Housing Authority offices, 945 Charles Street, North Providence, RI. No other visits to the project site will be conducted.

Individuals requesting interpreter services for the hearing impaired must notify the North Providence Housing Authority at 728-0930 seventy-two hours prior to the bid opening.

Marilee Arsenault
Executive Director

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, October 3, 2023 at 7:00 PM**. The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Article and Section(s) of the Smithfield Zoning Ordinance and Zoning Map:

Summary of Amendments: amendments generally include changes to Section 5.11 Solar Energy Systems that increase setbacks from solar energy systems, improving buffering around solar energy systems and reducing the amount of forest that can be cleared to accommodate ground mounted solar projects.

The above summarized amendments involve changes to the following article and sections of the ordinance including: Article 5 Dimensional Regulations - §11.5, Solar energy Systems, Subsection 5.11.5 - Principal Solar Energy Systems and Subsection 5.11.6 - General Requirements For Accessory And Principal Solar Energy Systems.

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

Town of Glocester Glocester Memorial Park & Winsor Park Master Plan Listening Session

Thursday September 28th | 6 - 7:30 PM
Glocester Town Hall
1145 Putnam Pike Chepachet, RI 02814

The Town of Glocester is preparing a Master Plan for Glocester Memorial Park and Winsor Park and wants to hear what you have to say about the Town's current and future recreation needs.

Please join us for a presentation and listening session as we review the recreational facilities at Glocester Memorial Park and Winsor Park.

Whether you are planning on attending the Listening Session or if you cannot make it, please take our survey by scanning the QR Code below!



Scan the QR Code to take the survey!
or go to: <https://forms.office.com/r/wqPjAkxdG1>

nearmap



Memorandum

DATE: September 27, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Two (2) One-Day Beer/Wine Licenses for the Smithfield Senior Center for the October 3rd Town Council Meeting

BACKGROUND:

The Smithfield Senior Center has applied for two (2) One-Day Beer/Wine Licenses.

TOWN REVENUE:

The fee for a Beer/Wine License is \$15.00 per day. Under State Law this fee cannot be waived.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
TIP Cards
Letter of explanation

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve two (2) One-Day Beer/Wine Licenses as follows:

- Halloween Party to be held on Tuesday, October 31, 2023 from 12:00 p.m. to 3:00 p.m.
- Christmas Party to be held on Tuesday, December 5, 2023 from 12:00 p.m. to 3:00 p.m.

The parties will take place at the Smithfield Senior Center, One William J. Hawkins, Jr. Trail from 12:00 p.m. to 3:00 p.m., as listed, as applied, subject to compliance with all State regulations and local ordinances.

SMITHFIELD
TOWN OF SMITHFIELD

AMOUNT CLAIMED VERIFIED BY OFFICE OF THE TOWN CLERK
FEE: \$15.00. GOODS/SERVICES RECEIVED
Per Day VOUCHER NUMBER 6079

4. ACCOUNT NUMBER 1-01-074-075

5. CERTIFIED FOR PAYMENT

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

PLEASE PRINT: BY Karen Arumy DATE 9/21/23
Note: Please fill in ALL the necessary information.

Date of Application: 9/19/23

Type of License: CLASS-F (BEER & WINE) Check One: New ☒ Renewal ☐ Transfer ☐

Name of Applicant: [Signature]

Resident Address: [Signature]

Operating Under

Trade Name of: _____

Date of Birth: 8/25/75
Business Address: 1 W. Main St. Hingham Plat Lot
Resident Telephone: _____ Business Telephone: 949-450

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

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

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature]

Title: Asst. to Councilor

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]

Building Official: [Signature]

Health:

Fire Chief: [Signature]

Owner of premises: [Signature]

SIGNATURE NOT REQUIRED

Meeting of the Smithfield Town Council held on

10/3/23

the above stated application was:

Approved:

() Dated:

Signature:

8/29

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: 9/19/13

1. NAME OF CANDIDATE: (PRINT)

McAdams Prickett

LAST

McAdams

MAIDEN NAME

8-25-75

2. DATE OF BIRTH

94 Waterman Ave

4. CURRENT ADDRESS

Senior Center

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Kathleen

FIRST

Elizabeth

MIDDLE

Providence

3. PLACE OF BIRTH

Smithfield Senior Center

5. NAME OF BUSINESS

William J. Hankins Jr. Tel

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

949-4590

9. BUSINESS PHONE

349-2495

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.

NAME

Karen Armstrong

ADDRESS

Senior Center

949-4590

PHONE

2.

NAME

Ann St. Laurent

ADDRESS

Senior Center

949-4590

PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28431000

STEVEN BEAULIEU

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers, 59028



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430997

KAREN ARMSTRONG

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers, 59028

it with you as proof of your TIPS certification.

ID #: 28430996

Name: ANNE MARIE ST LAURENT

Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430996

ANNE MARIE ST LAURENT

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers, 59028

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

Exam Date: 02/16/2023 Expiration Date: 02/15/2026

TIPS

RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

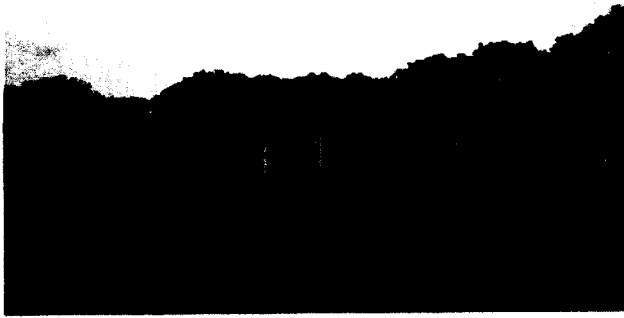
KATHLEEN MCADAM-PRICKETT

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers 59028



Town of Smithfield

Smithfield Senior Center

One William J. Hawkins Jr. Trail, Smithfield, RI 02828
Telephone (401) 949-4590 Fax (401) 949-4593

September 19, 2023

Town of Smithfield
Office of the Town Clerk
64 Farnum Pike
Smithfield, RI 02917

Members of the Town Council:

The Smithfield Senior Center will be hosting a Halloween party on Tuesday, October 31st and a Christmas party on Tuesday, December 5th, from 12-3. Complimentary wine and beer will be served.

I am asking for your approval for permits for these functions. Thank you.

Sincerely,

Kate McAdam-Prickett
Assistant Director/Activity and Program Coordinator



Memorandum

DATE: September 27, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Mobile Food Truck License for KelCar Q, LLC d/b/a “Team Gotta Q” for the October 3rd Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
BCI – No record
Copy of Rhode Island Mobile Food Establishment Registration

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

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

1. KelCar Q, LLC d/b/a “Team Gotta Q”, to sell barbecue from a truck with RI Reg. number 526-5785, 1800 Mendon Road, Suite 163, Cumberland, RI.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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: 09-11-23

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: Michael Strad

Date of Birth: 03-29-1956

Resident Address: 24 Barbary Hill Cumberland

Business Address: 375 Putnam Pike Smithfield, RI 02817
Map: Lot:

Corporation Name: Kelcar LLC

Resident Telephone: 401-428-2210

Business Telephone: 401-425-3850

Operating Under Trade Name of: Team Gotlak

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:

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Police Chief:

For Official Use Only

SIGNATURE NOT REQUIRED

Fire Chief:

Building Official:

SIGNATURE NOT REQUIRED

Owner of Premises:

RI Dept. of Health:

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

10/3/23

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: 09-11-23

1. NAME OF CANDIDATE: (PRINT)

Strat Michael Donald
LAST FIRST MIDDLE

MAIDEN NAME

03-29-1956

2. DATE OF BIRTH

24 Barbent Hill Rd Cumb.

4. CURRENT ADDRESS

BBQ Rest

6. TYPE OF BUSINESS

LLC

8. IS BUSINESS INCORPORATED

Newburyport MA

3. PLACE OF BIRTH

Kellogg BBQ

5. NAME OF BUSINESS

375 Putnam Pike Smithfield

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-425-2830

9. BUSINESS PHONE

401-428-2210

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>06-2002</u>	<u>Present</u>	<u>24 Barbent Hill</u>	<u>Cumberland 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. Anthony Mander

NAME

Cumberland

ADDRESS

401-230-5006

PHONE

2. Christina Pucile

NAME

Norton MA

ADDRESS

617-759-6581

PHONE

CANDIDATE'S SIGNATURE: _____

Witness: _____



Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Cranston, RI 02920

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

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

*Janice E Strout
1800 Mendon Rd, Ste #163
Cumberland, RI 02864*

Business Entity Name:

KelCarQ LLC

DBA (Doing Business As):

Team GottaQ

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

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

ME-526-5785

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

License Number: MFE-1111

Expiration Date: August 25, 2024

8/24/23, 3:20 PM

about:blank



Rhode Island Department of Business Regulation
Office of the State Fire Marshal
560 Jefferson Blvd. Warwick, Rhode Island 02886
Telephone: (401) 889-5555 Fax: (401) 889-5533

MOBILE FOOD ESTABLISHMENT FIRE INSPECTION CERTIFICATE

BE IT KNOWN THAT

Mobile Food Establishment Owner:

Janice E Strout
1800 Mendon Rd, Ste #163
Cumberland, RI 02864

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck (If different than Entity Name or DBA:	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
KelCarQ LLC	Team GottaQ		ME 526-5785

has met the requirements of the Fires Safety Code and has been granted this Certificate of Inspection as a

Trailer which serves Prepared Foods

IN THE STATE OF RHODE ISLAND

Inspection Number: MFE-1111

Issuance Date: August 24, 2023

Expiration Date: August 24, 2024



Memorandum

DATE: September 27, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Metro Mattress Corporation, LLC d/b/a “Metro Mattress”, for the October 3rd Town Council Meeting

BACKGROUND:

Metro Mattress Corporation, LLC, d/b/a “Metro Mattress”, has applied for a new Holiday Sales License for their business located at 473 Putnam Pike, Suite B-3.

TOWN REVENUE:

Fee for a Victualling License is \$50 per year

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for, LLC d/b/a “Metro Mattress Corporation, LLC”, 473 Putnam Pike, Suite B-3, as applied, subject to compliance with all State regulations and local ordinances.

FEE: \$50.00

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: 8/23/23

Type of License: HOLIDAY SALES

Check
One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: JOHN BROWN

Date of Birth: 9/18/63

Resident Address: 3545 JONAH GLENN BLVD
Operating Under
Trade Name of: METRO WHITLESS C

Business Address: 3545 JONAH GLENN BLVD Plat Lot 13A
Resident Address: 3545 JONAH GLENN BLVD
Telephone: 315-741-6590 Business Telephone: 315-218-1235

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: JOHN BROWN

Address: 3545 JONAH GLENN BLVD

Title: VICE PRESIDENT OF OPERATIONS DOB 9/18/63

Name: Address: SPRACUS NY 13267

Title: DOB

Name: Address: Title: DOB

Describe operation of business: METRO WHITLESS C

Hours of Operation: M - 5 10 - 7
SUN 10 - 7

Signature of Applicant:

Title: VICE PRESIDENT OF OPERATIONS

Applies to business establishments only:

In case of emergency/person to contact

Name: JOHN BROWN Address: 3545 JONAH GLENN BLVD

Phone: 315-741-6590

Name: Address: SPRACUS NY 13267

Phone:

Police Chief:

X Only if permits are pulled

For Official Use Only

Fire Chief:

SIGNATURE NOT REQUIRED

Building Official:

RI Dept.

of Health:

SIGNATURE NOT REQUIRED

Owner of premises:

X Carpenters Proprietor

At a meeting of the Smithfield Town Council, held on

10/3/2023

() Approved () Denied

License #:

133

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: 8/23/23

1. NAME OF CANDIDATE: (PRINT)

Brown JOHN J
LAST FIRST MIDDLE

MAIDEN NAME

9/18/63

2. DATE OF BIRTH

8329 SEXTANT DE BALDWINVILLE NY 13007

4. CURRENT ADDRESS

MATRONS RETAIL

6. TYPE OF BUSINESS

YES

8. IS BUSINESS INCORPORATED

Syracuse NY

3. PLACE OF BIRTH

METR MATRONS

5. NAME OF BUSINESS

3545 JOHN GLEN BVD SYR. NY 13209

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

DR. William Seidis Jr

315-218-1233

9. BUSINESS PHONE

315-741-6590

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. <u>NICK SESTAKIS</u>	<u>3345 JOHN GLEN BVD</u>	<u>315-218-1254</u>
NAME	ADDRESS	PHONE
2. <u>AMY GAVENS</u>	<u>3545 JOHN GLEN BVD</u>	<u>315-218-1224</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: Carol Benille



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



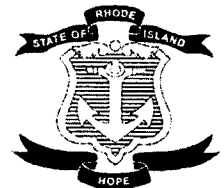
Phone: (401) 574-8955
TTY Via 711
Fax: (401) 574-8914
Email: Tax.Excise@tax.ri.gov

METRO MATTRESS CORP
3545 JOHN GLENN BLVD
SYRACUSE, NY 13209-1828

State of Rhode Island
DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-4755-6833

ISSUED TO:
METRO MATTRESS CORP
473 PUTNAM PIKE STE B-3
GREENVILLE, RI 02828-3004

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

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

NEENA S. SAVAGE
TAX ADMINISTRATOR



DATE ISSUED: 06/29/2023



Memorandum

DATE: September 27, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for the Smithfield Parks and Recreation Department for the October 3rd Town Council Meeting

BACKGROUND:

Laura Field-Swallow of the Smithfield Parks & Recreation Department has applied for one (1) One-Day Special Event License for a “Food Truck and Smithfield Police Department Community Night Out 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
Letter describing events planned
Special Event License Checklist
Noise Permit

RECOMMENDED MOTION:

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

- Friday, October 20, 2023 from 4:00 p.m. to 8:00 p.m.

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

FEE: \$50.00
Per Day

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: 9/21/23

Type of License: SPECIAL EVENT Check One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Laura Field-Swallow

Resident Address: 111 Tarkiln Road, Smithfield RI

Operating Under Trade Name of: Smithfield Parks & Rec

Date of Birth: 11-14-70

Business Address: 1 Wm J Hawkins Tr Grnvl RI Plat Lot
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 DJ; SPD Community Police Night Out

October 20, 2023

Hours of Operation: 4-8 PM

Signature of Applicant: [Signature] Title: Program Coordinator

Applies to business establishments only:

In case of emergency/person to contact

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

For Official Use Only

Police Chief:

Fire Chief:

SIGNATURE NOT REQUIRED

Building Official:
RI Dept.
of Health:

SIGNATURE NOT REQUIRED
SIGNATURE NOT REQUIRED

Owner of
premises:

[Signature: Robert Caine]

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)

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9/21/23

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. Melissa Chaput | DPW | 401 300 9052 |
| NAME | ADDRESS | PHONE |
| 2. Lionel Delos | 24 Rustic Acres Gloucester RI | 401 524 1053 |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: [Signature]

Witness: [Signature]

Copy

TOWN OF SMITHFIELD
PARKS & RECREATION

1 William J. Hawkins Trail
Greenville, RI 02828

PHONE: (401) 349-0612

TO: Barbara Joncas

FROM: Laura Field-Swallow,

DATE: 27 October 2023

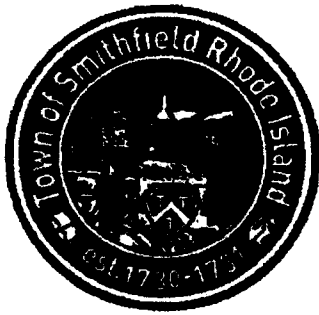
RE: Food Truck and SPD Community Night Out Event

Attached are Special Event License applications for Food Truck Event on Friday, October 20, 2023. SEP 27 2023 PM 01:06
This event has been combined with the Smithfield Police Department Community Night Out.

The event will include:

- Food Truck (all licenses provided under separate request in May)
- DJ
- Carolyn Dutra Dance Studio Performance
- Rock Wall (provided by Coast Guard)
- Narcan Training Unit
- Tri-County Community Action

Thank you!



Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: lanonuccio@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	☒	☐

Parks & Rec Dept

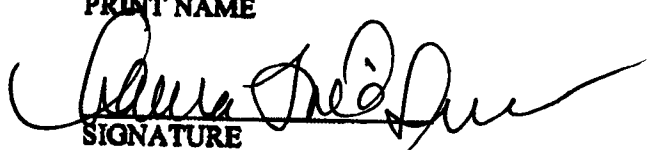
NAME OF ORGANIZATION

Laura Field-Swallow

9/21/23

PRINT NAME

DATE


SIGNATURE

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

1. Name and home address of the applicant: Laura Field-Swallow
111 Tarkiln Road, Smithfield, 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: Leveland Brown 364 Hopkins Third, Coventry
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment: 401-742-8397
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment: see above
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:
October 20, 2023 4-8 PM
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
1
11. A general description of the sound amplifying equipment to be used:
DJ 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

Recommended Motion:

That the Smithfield Town Council hereby adopts amendments to Chapter to Chapter 305 of the Code of Ordinances entitled “Stone Wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7

AN ORDINANCE AMENDING SECTIONS 305-3(B), 305-4 AND ADDING SECTION 305-7 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “STONE WALL PROTECTION AND PRESERVATION”

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

Section 1. Sections 305-3(B), 305-4 and 305-7 of the Smithfield Municipal Code are hereby amended to read as follows:

305—3(B): The alteration, relocation, or demolition of an historic stone wall as part of any subdivision or land development project must also comply with section §305-7 and be approved by the Planning Board and by the Smithfield Historic Preservation Commission pursuant to the provisions of Chapter §46-8(H) of the Smithfield Municipal Code, except as provided below.

- (1) Penetrations of stonewalls for driveways, roads, or utilities shall be done in accordance with Section §305-3(D) herein and shall not require review by the Smithfield Historic Preservation Commission but shall require review by the Smithfield Historic Preservation Commission Chairman, or his designee, through the Technical Review process.**

305-4 Violations and Penalties.

- (A)** Any person violating any provision of this chapter shall be subject to a fine of \$500.00. Each day any violation of this chapter shall continue shall constitute a separate offense.

- (B)** Upon determination by The Building Official shall provide written notice to any land owner found to be in that a violation of the provisions of this Chapter. The notice of violation shall has occurred, detail the nature of the violation, fines to be levied and provide a timeframe for taking remedial action. no No additional building permits for the subject property shall be issued until a plan for rebuilding the stone wall has been submitted and approved by the Smithfield Historic Preservation Commission.

- (C)** In mitigation of any violation of this chapter, and in addition to any fines levied, the Building Official may accept shall require a written remediation plan of repair or restoration of the stone wall illegally altered in lieu of a fine or may utilize the proceeds from the fine to retain an outside vendor to repair or restore the affected stone wall and the owner shall be required to execute the wall restoration plan. In all cases, any plan to repair or restore an affected stone wall must be approved by the Smithfield Historic Preservation Commission prior to the commencement of any work.

305-7 Affidavit Upon Submission of Building Permit Application.

All applicants submitting an application for a building permit for a new structure or building addition shall be provided a copy of this ordinance and execute an affidavit acknowledging receipt of said ordinance and that they have read and understand the provisions contained herein.

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

APPROVED AS TO FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED: _____

TOWN COUNCIL PRESIDENT

TOWN CLERK

AN ORDINANCE AMENDING SECTIONS 305-3(B), 305-4 AND ADDING SECTION 305-7 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “STONE WALL PROTECTION AND PRESERVATION”

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- (1) Penetrations of stonewalls for driveways, roads, or utilities shall be done in accordance with Section §305-3(D) herein and shall not require review by the Smithfield Historic Preservation Commission but shall require review by the Smithfield Historic Preservation Commission Chairman, or his designee, through the Technical Review process.

305-4 Violations and Penalties.

- (A) Any person violating any provision of this chapter shall be subject to a fine of \$500.00. Each day any violation of this chapter shall continue shall constitute a separate offense.
- (B) The Building Official shall provide written notice to any land owner found to be in violation of the provisions of this Chapter. The notice of violation shall detail the nature of the violation, fines to be levied and provide a timeframe for taking remedial action. No additional building permits for the subject property shall be issued until a plan for rebuilding the stone wall has been submitted and approved by the Smithfield Historic Preservation Commission.
- (C) In mitigation of any violation of this chapter, and in addition to any fines levied, the Building Official shall require a written remediation plan of repair or restoration of the stone wall illegally altered and the owner shall be required to execute the wall restoration plan. In all cases, any plan to repair or restore an affected stone wall must be approved by the Smithfield Historic Preservation Commission prior to the commencement of any work.

305-7 Affidavit Upon Submission of Building Permit Application.

All applicants submitting an application for a building permit for a new structure or building addition shall be provided a copy of this ordinance and execute an affidavit

acknowledging receipt of said ordinance and that they have read and understand the provisions contained herein.

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

APPROVED AS TO FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED: _____

TOWN COUNCIL PRESIDENT

TOWN CLERK



SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

To: Smithfield Water Supply Board
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Water Commissioner 
Date: October 3, 2023
Re: Request for Waiver – Chapter 350 Waterline Extensions

Background:

A request for waiver from Chapter 350, Waterline Extensions, has been received from InSite Engineering Services, LLC on behalf of the owner of Plat 42, Lot 011A on Whipple Road. The lot is located approximately 100 feet east of the intersection of Douglas Pike and has approximately 950 feet of frontage. The proponent would be required to extend the water main across the frontage of his property and provide fire hydrants every 500 feet.

Chapter 350:

Chapter 350-1-A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall, at the developer's expense, install lines and service stubs in such plat or land development and shall connect the same with the existing water system, pursuant to Town-approved plans, which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board Rates, Rules and Regulations in effect at that time.

Chapter 350-1-C. "If said owner and developer can prove that said waterline extension is impractical, or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions, as it deems to be in the best interests of the public health, safety and welfare".

The Fire Department indicated at the Technical Review Committee meeting held on June 1, 2023 that hydrants are required by the RIFC for this project and not demonstrated on the proposed plan.

The proponent has received Master Plan approval from the Planning Board, contingent on receiving a waiver from the Smithfield Water Supply Board from Chapter 350, Waterline Extensions. The minutes of the June 15, 2023 Planning Board meeting are attached.



SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

The proponent has provided a letter, dated August 23, 2023, attached, detailing the approximate cost of the water main extension of 1,100 feet would be \$482,000. The developer is proposing four new lots so the cost per lot would be approximately \$120,000. The developer is claiming the cost of the water main extension makes their project unfeasible.

Financial Impact:

Although Chapter 350 allows for a waiver to be granted based on impracticability or financial infeasibility, it fails to provide standards against which this might be measured.

Chapter 350 appears to promote and encourage the installation of new water mains for new developments within 2,500 feet from an existing water main. This development is approximately 100 feet from the 12 inch diameter water main on Douglas Pike.

Recommendation:

The Smithfield Water Supply Board Advisory Commission reviewed this request at their September 11, 2023 meeting and voted unanimously to forward a recommendation to the Water Supply Board to deny the request for waiver.



August 23, 2023

Gene Allen, Director / Water Commissioner
Department of Public Works
Town of Smithfield, RI
3 Spragueville Road, Smithfield, RI 02917

Subject: Whipple Farm Subdivision
Whipple Road
Water Main Extension Waiver

Dear Mr. Allen:

On behalf of our client, Michael and Monique Sabatino, we provide to you this letter requesting a waiver to the requirements of Town of Smithfield General Laws Section 350-1: Extension of Water Service.

The existing property is located on Whipple Road within Smithfield Assessor Map 42 Lot 11A. The site contains 13.2 acres of land and is located just east of the intersection of Douglas Pike (Rte. 7). The client recently received Master Plan approval for a new 4-lot subdivision and will be seeking Preliminary approval on August 30, 2023.

As part of the rules and regulations it is stated that the town ordinance Section 350-1: Extension of Water Main - requires a main extension for any new subdivision within 2500' of an existing line. An existing water is located within Douglas Pike.

While the property is located within 100' from the intersection with Douglas Pike the entire frontage of the property is approximately 1000'. The town would require the extension of the 8" main to terminate at the end of property or approximately 1100'.

InSite has prepared a cost estimate to install the 8" water extension. The estimate includes mobilization, materials, repair, traffic control, inspections, and fees. These fees were generated using the RIDOT WAUP values and known and estimated fees associated with the town review, tie-in fees and inspections. (See Attached) The estimated cost calculated to \$482,00 or approximately \$120,000 per lot.

Whipple Farm Subdivision
Waiver Request
8/23/23

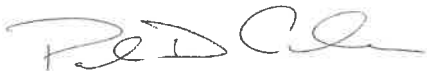
Under Section 350-1.C it is stated

“If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.”

The \$120,000 per lot cost would make this project unfeasible. Therefore, it is requested to consider in lieu the installation of 10,000-gallon cistern. This cistern would be located between lots three and four. This request would be similar to the cistern installed for the “Whipple Glen” 5-lot subdivision to the east. The cistern would cost approximately \$75000 or \$18,750 per lot.

We kindly request your review of this matter. My client would also seek to be added to the regular town council meeting agenda in order to discuss this request. If there are any questions will be happy to discuss them with the Board.

Sincerely,
InSite Engineering Services, LLC



Paul D. Carlson, PE
Vice President

WHIPPLE FARM SUBDIVISION WATER MAIN EXTENSION ESTIMATE

WATERLINE REQUIREMENTS: 1100 ft x 4' wide x 5' deep

dist	Description	UM	WAUP Awarded	AMOUNT	Cost
201.0407	REMOVE AND DISPOSE PAVEMENT AND RIGID BASE	SY	\$25.00		490
202.0100	EARTH EXCAVATION	CY	\$23.49		750
203.0650	SAND FILL UNDER STRUCTURES	CY	\$25.00		260
206.0312	COMPOST FILTER SOCK 12 INCH DIAMETER	LF	\$5.97		1000
212.2100	MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS	LS	\$4,825.25		1
302.0100	GRAVEL BORROW SUBBASE COURSE	CY	\$29.89		820
401.3003	CLASS 9.5 HMA FOR PATCHING	TON	\$300.00		110
403.0300	ASPHALT EMULSION TACK COAT	SY	\$43		490
701.5206	8 INCH DUCTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	LF	\$275.00		1100
712.0100	WATER GATE BOX	EACH	\$500.00		4
714.8163	POST TYPE HYDRANT	EACH	\$7,500.00		1
914.5010	FLAGPERSONS	MHRS	\$68.11		60
922.0100	TEMPORARY CONSTRUCTION SIGNS STANDARD 29.1.0 AND 27.1.1	SF	\$16.36		200
923.0105	DRUM BARRICADE STANDARD 26.2.0	BDAY	\$74		150
931.0110	CLEANING AND SWEEPING PAVEMENT	HSY	\$5.18		
932.0100	CUTTING AND MATCHING ASPHALT	LF	\$1.78		3000
932.0200	FULL-DEPTH SAWCUT OF BITUMINOUS PAVEMENT	LF	\$1.54		3000
936.0100	MOBILIZATION AND DEMOBILIZATION	LS	\$164,900.00		0.1
	TOWN INSPECTION FEES	EACH	\$4,500.00		1
	TOWN INSPECTION FEES	DAY	\$1,000.00		8
	TOWN CONNECTION FEE - 8"	EACH	\$9,500.00		1
	1" SERVICE CONNECTION AND WATER STOP	EACH	\$2,500.00		4
	TOTAL ESTIMATED FEE				\$482,302.85

Chapter 350

WATERLINE EXTENSIONS

GENERAL REFERENCES

Building construction — See Ch. 154.

Subdivision of land — See Ch. 316.

Sewers — See Ch. 294.

ARTICLE I

Construction of Waterlines and Other Water Capital Equipment by Private Developers**§ 350-1. Extension of water service.**

- A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall at the developer's expense install lines and service stubs in such plat or land development and shall connect the same with the existing water system pursuant to Town-approved plans which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board rates, rules and regulations in effect at that time.
- B. The entire cost of the installation of all waterlines and laterals to serve any such subdivision or land development project and any lot thereof shall be paid by the developer, including the cost of engineering review services incurred during the permit review process by the Smithfield Water Supply Board's personnel and/or its consulting engineers. Said entire cost shall include, but not be limited to, the cost of full engineering services, both preliminary and inspection during the actual installation of such waterline project, and the cost of all materials, services, labor, inspection and supplies for constructing and laying out waterlines and connecting the same with the Smithfield Water Supply Board waterline system. The owner and developer shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of said waterlines and laterals.
- C. If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.

§ 350-2. Required submissions.

- A. Said developer shall furnish an original site location plan and two clear prints showing the following:
 - (1) Site location plan(s) with proposed waterline horizontal and vertical alignment at one inch: 40 feet horizontal and one inch: Four feet vertical;
 - (2) Limits of area measured in acres which could be served by extending the proposed waterline; and
 - (3) Area in acres of the proposed and future development within the developer's site.
- B. The size of each drawing shall be 36 inches wide by 24 inches high to the trim lines. The horizontal plan scale shall be no greater than one inch equals 40 feet and the profile scale shall be horizontal one inch equals 40 feet and vertical one inch equals four feet.
 - (1) The title block is to be placed in the lower right-hand corner of each drawing

and shall include: town name, development name, drawing title, name of developer, name of designer, date, scale, sheet number and designer's current Rhode Island Registered P.E. stamp.

- (2) Each drawing is to be stamped and signed by a currently registered Rhode Island professional engineer and shall be drawn specifically for the proposed water facilities. Drawings prepared for subdivision approval submission and the like are not acceptable.
- (3) Plan review stages for approval are: conceptual plan, hydraulic model, piping and layout.

C. The required drawings shall conform to the following design requirements:

- (1) Plan. The 40 scale plan(s) shall clearly show all existing and proposed physical data within 50 feet of the project, including but not limited to structures; street lines; easement and lot layout; plat and lot numbers; types of paving; utilities; wetlands; any other pertinent topographical features; North arrow; notes, etc.
- (2) Profile. The profile shall show the existing underground utility infrastructure size(s), station, depth of cover, shutoffs (valves), laterals, hydrants, thrust blocks, etc., all utilities crossing the waterline, existing and finished grades and other notes.
- (3) Sewer/water separation. Where existing conditions do not permit the minimum clearance of water mains both horizontally and vertically, separation of sewers and water mains shall be in accordance with the Rhode Island Water Resources Board guidelines, or as otherwise approved by the Smithfield Water Supply Board.
- (4) General. On private property, where a future street is not reasonably contemplated, the minimum depth of cover over all waterlines shall be five feet or below the local frost line, whichever is greater. Where existing conditions do not permit, lesser depth of covering using an alternative piping may be considered by the Smithfield Water Supply Board if proper insulation methods are demonstrated.

D. The following notes shall appear on the drawings submitted for each water extension approval.

- (1) "The developer shall make application for and pay all fees for permitting and inspections required to construct this project."
- (2) "Prior to receiving authorization to construct, all materials shall meet the standards and receive the written approval, based on manufacturer's drawings and other data, of the Smithfield Water Supply Board or its authorized representative."
- (3) "Installation of the waterline facilities shall be in accordance with the Smithfield Water Supply Board rules, rates and regulations in existence at the time of the approval of the extension request, which may be amended from time to time, and any other applicable Town ordinances, regulations and policies."

- (4) "All water facilities shall meet testing and cleaning requirements prior to acceptance in accordance with all requirements of the Smithfield Water Supply Board."
 - (5) "Two sets of as-built drawings stamped by a currently registered Rhode Island Professional Engineer shall be filed with the Smithfield Water Supply Board as a condition for acceptance of the new water facilities."
 - (6) "No flow will be accepted until all the above steps are completed and a completion certificate is issued."
- E. Said developer shall file two copies of water flow hydraulic modeling calculations which shall be validated by the Town's Water Supply Board Inspector or consulting engineering firm. These calculations shall show the location and number of present and future units on no greater than 40 scale drawings. Water quantities shall be in gallons per minute for both average daily and maximum hourly flows. The calculations shall follow Rhode Island Water Works standards to determine flow calculations.

§ 350-3. Laterals.

The developer shall install not only the waterline in the street but also all building water laterals with lateral shutoff valves from the water main to the property line along any route of extension or within the development. The developer shall cap all open ends of the waterline and provide exact lateral ties and elevations so that the capped ends will be readily available.

§ 350-4. Standard specifications and details.

The installation of waterlines and laterals shall be in accordance with the Town of Smithfield Water Supply Board plan review and any adopted policies and procedures, copies of which may be obtained from the Water Supply Board. Specifications for all special structures and conditions shall be prepared by the developer for the Water Supply Board or its authorized representative's review and approval.

§ 350-5. Easements.

Where site constraints may prevent installation of the waterline within the street, twenty-foot wide easements shall be required and deeded to the Town. The waterline shall favor one side of the easement to allow for equipment placement in the event of a repair. The easement shall extend beyond the waterline to a public highway. All easements must be readily passable by way of a constructed gravel road for maintenance vehicles and equipment and shall be gated, unless otherwise directed by the Board. No permanent structures shall be built on any easement. The form and location of all easements must be approved in advance of construction by the Smithfield Water Supply Board.

§ 350-6. As-built plans.

Upon completion of construction and prior to acceptance of any water connection, the completed facilities shall be tested by the installer and witnessed and approved by the Smithfield Water Supply Board. All final information shall be corrected and/or added

to the original drawings and two complete sets of Mylar reproducible as-built drawings shall be furnished to the Smithfield Water Supply Board. The developer shall also deliver the as-built set of plans in an AutoCAD or ESRI GIS and Adobe electronic formats.

§ 350-7. Installation.

A road-opening permit from either the Smithfield Public Works Department or RI DOT will be required along with the payment of all applicable charges associated with this permit prior to any construction. All construction shall be in accordance with the approved plans and materials, standard specifications and details. Any work not meeting the approved standards shall be immediately removed and replaced at the full cost of the developer. Board approval for installation does not negate the developer's responsibility to obtain any and all other applicable local, state and federal approvals and permits.

§ 350-8. Inspection.

- A. Water main installation testing and chlorination shall be inspected by the Town's consultant and/or Smithfield Water Supply Board Inspector. Forty-eight hour advance notice shall be provided to the Smithfield Water Supply Board for inspection, and all fees shall be paid by the developer.
- B. The applicant for the building permit shall notify the Water Supply Board when the building water connection is ready for inspection and connection to the public waterline. A forty-eight hour notice is required for all inspections of the project and all fees shall be paid by the developer.
- C. No water facilities will be approved by the Smithfield Water Supply Board without final inspection and approval by the Town's inspector.

ARTICLE II

Town Construction of Waterline Extensions by Petition**§ 350-9. Petition procedure.**

- A. Town residents may petition the Smithfield Water Supply Board to install water service into an area within the jurisdiction of the Board that has been determined by the Town Engineer and Smithfield Water Supply Board Superintendent as appropriate for a waterline extension which will comply with minimum fire flow and pressure requirements. At least 67% of the property owners in the proposed area must sign a formal petition requesting the Town to install the water system and file the petition with the Board. After said petition has been filed, the Town will prepare an estimated cost analysis of said water project, including but not limited to the construction cost, engineering fees, inspection fees, interest rate and an estimated annual assessment based on the payback terms. If at least 67% of the property owners in the proposed area agree in writing to the terms of the estimated annual assessment, the Board shall conduct a public hearing on the petition and shall have the final authority to approve, deny, or modify the request.
- B. Construction of said waterline extension shall be in accordance with all of the Smithfield Water Supply Board rules and regulations, Town ordinances, as well as all applicable standard specifications and details regarding the installation of public waterlines in the Town of Smithfield.

ARTICLE III
Assessment Charges

§ 350-10. Petitioned extensions.

- A. Whenever any waterline is constructed by the Town as a result of a petition filed by Town residents, the Board shall direct an assessment to be made upon all lots to which water is made available. Such assessments shall be set at a rate not exceeding actual costs incurred by the Town, including costs for bringing such waterline through intersections and across other public properties. The assessment will be prorated over a time period and shall accrue interest at a rate established by the Board. All such assessments shall be effective against such lots as of the time that the waterline is made available to such lots.
- B. Any special assessment arrangements or agreements existing prior to the effective date of this Waterline Extension Ordinance will be governed, reviewed and resolved by separate resolution of the Board.

§ 350-11. Extensions by private parties.

- A. Any private owner or developer other than the Town who extends a waterline within the jurisdiction of the Smithfield Water Supply Board shall be subject to the assessment charges established by said Water Supply Board, as the same may be amended from time to time.
- B. The aforesaid assessment charges must be paid in full prior to connection with the Smithfield Water Supply Board water system.

ARTICLE IV
Out-of-District Extensions

§ 350-12. Out-of-district extensions.

Any request for an out-of-district extension into another water district may not be considered by the Board unless it is accompanied by a written denial of service from the water district where the requesting property or properties are located. Any such out-of-district extension may not be considered unless it is accompanied by an executed inter-municipal agreement in a form acceptable to the Board which includes remedies for nonpayment of any water charges assessed. No out-of-district extension may be constructed unless it is approved in advance by the Board.

TOWN OF SMITHFIELD

PLANNING BOARD

64 Farnum Pike, Smithfield, RI
(401) 233-1017 – Fax: (401) 233-1091

TECHNICAL REVIEW COMMITTEE MEETING

Committee Members Present:

Michael Phillips, Town Planner

Christopher McWhite, Building/Zoning Official

Christopher Gentile, Deputy Zoning Official

Kevin Cleary, Town Engineer

Don Burns, Conservation Commission

Gene Allen, Public Works Director

John O'Rourke, Fire Department

Paul Harrison, Land Trust

Robert Leach, Historic Preservation Commission

Michael Moan, Planning Board Member

Date: June 1, 2023

Project Name: Whipple Farm

Applicant Name: Michael & Monique Sabatino

Plat: 42 Lot(s): 11A

Classification

☐	Minor
☒	Major

Type of Project

☒	Subdivision
☐	Land Development
☐	Zoning Amendment
☐	Subject to Zoning

Review Stage

☐	Conceptual
☒	Master
☐	Preliminary
☐	Final

Project Description: 0 Whipple Road – 4 Proposed Lots

Technical Review Committee Comments:

Hydrants are required by the RIFC for this project and not demonstrated on the proposed plan

2018 Edition NFPA 1 (RIFC)

Chapter 18 – FD Access and Water Supply

18.5 – Fire Hydrants

18.5.1 – Fire Hydrant Locations and Distribution

Fire Hydrants shall be provided in accordance with Section 18.5 for all new buildings ...

18.5.1.2 – Fire Hydrants shall not be required where modification or extension of the water distribution system is deemed impractical. (It is determined that extension is not impractical and is appropriate.)

18.5.2 – Detached One and Two Family Dwellings

Fire Hydrants shall be provided for detached one and two family dwellings in accordance with both of the following:

- (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft.
- (2) The maximum distance between fire hydrants shall not exceed 800 ft. (Town of Smithfield max is 500 ft. distance between hydrants).



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

"To Help People"
HEADQUARTERS, STATION NO. 1
607 PUTNAM PIKE
SMITHFIELD, RHODE ISLAND 02828
www.smithfieldfire.com



TEL. (401) 949-1330
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: September 27, 2023

Re: Review of Request for Waiver – Chapter 350 Waterline Extensions – Plat 42, Lot 011A on Whipple Road

Dear Town Council Members,

I have reviewed the request for waiver of Chapter 350, Waterline Extension as requested for the property located at Plat 42, Lot 011A on Whipple Road.

As indicated during technical review, the Smithfield Fire Department requires the installation of an appropriate water line to support the installation of fire hydrants to protect the proposed development at said address/location. The Technical Review Committee note indicating the need for the stated fire protection is included with this memorandum. Such fire protection is a requirement of the Rhode Island State Fire Code, specifically NFPA 1.

If the Town Council deems it appropriate to grant a waiver of the town ordinance Chapter 350, the Rhode Island State Fire Code is still in effect. The Rhode Island State Fire Code supersedes the town ordinance.

A request for appeal of the State Fire Code must go before the State of Rhode Island Fire Safety Code, Board of Appeal and Review. If such an appeal is made, it is called a request for a variance to the Rhode Island State Fire Code.

During the variance hearing, the Smithfield Fire Department Fire Marshal will represent the Town and will object to this particular variance request. The appellate may argue his/her case before the Board of Appeal. Both sides will be heard before the final decision is made by the Board. In most cases where the representing fire marshal does not agree with the appellate's request, the variance is denied.

Sincerely,

Robert W. Seltzer
Chief of Department

"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."

TOWN OF SMITHFIELD

PLANNING BOARD

64 Farnum Pike, Smithfield, RI
(401) 233-1017 – Fax: (401) 233-1091

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Kevin Cleary, Town Engineer

Don Burns, Conservation Commission

Gene Allen, Public Works Director

John O'Rourke, Fire Department

Paul Harrison, Land Trust

Robert Leach, Historic Preservation Commission

Michael Moan, Planning Board Member

Date: June 1, 2023

Project Name: Whipple Farm

Applicant Name: Michael & Monique Sabatino

Plat: 42 Lot(s): 11A

Classification

☐	Minor
☒	Major

Type of Project

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☐	Land Development
☐	Zoning Amendment
☐	Subject to Zoning

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☐	Conceptual
☒	Master
☐	Preliminary
☐	Final

Project Description: 0 Whipple Road – 4 Proposed Lots

Technical Review Committee Comments:

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2018 Edition NFPA 1 (RIFC)

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Fire Hydrants shall be provided for detached one and two family dwellings in accordance with both of the following:

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Town of Smithfield

Planning Board

64 FARNUM PIKE

ESMOND, RHODE ISLAND 02917

June 15, 2023 Virtual Meeting Minutes

Members Present: Al Gizzarelli, Charles Boyd, Richard Colavecchio, Al Nani, Michael Moan, James D'Ambra, and John Yoakum

Members Absent: Ken Orabona, Joseph Rotella

Others Present: Michael Phillips, *Town Planner*, Scott Levesque, *Assistant Town Solicitor*

Chairman Al Gizzarelli opened the June 15, 2023 meeting of the Smithfield Planning Board at 6:05 p.m.

EMERGENCY EVACUATION AND HEALTH NOTIFICATION

Chairman Al Gizzarelli read the Emergency Evacuation and Health Notification.

MINUTES: Discuss and approve the May 18, 2023 meeting minutes.

Al Nani made a motion, seconded by John Yoakum, to approve the Planning Board meeting minutes for May 18, 2023. The vote on the motion was all in favor and the motion carried.

REGULAR AGENDA

OLD BUSINESS

STILLWATER DISTRIBUTION - (ID#: 22-01) Public Hearing

Major Land Development – Preliminary Plan Review

AP 45 / Lot 18 and AP 46 / Lots 71, 72, 73, 74 & 76

295 George Washington Highway

92 Acres (approx.) / HC & PC Zone

Applicant: Wharton Smithfield, LLC

Owners: Jake Development Co., LLC & Rollingwood Acres, Inc.

Engineer: DiPrete Engineering

- a. The Board will first address the applicant's request for a waiver for submission items required pursuant to the subdivision regulations and associated checklist requirements, including a waiver of the physical alteration permit and freshwater wetland alterations permit.*

If either waiver is denied, the matter will be referred back to the administrative officer to issue a certificate of incompleteness and the Board will not proceed with items b through f below. If both waivers are granted, the Board will proceed with items b. through f below.

- b. The Board will review and discuss the proposed submission with the project proponent.*
- c. The Board will conduct a public hearing to receive input on the proposed project.*
- d. The Board may approve the Preliminary Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- e. The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*
- f. The Board may vote to have the Final Plan approval be handled administratively.*

Attorney Michael Kelly represented the owner stating the RIDEM permitting is just about complete and will go out to public notice shortly and the RIDOT permit is still in process but he is not aware of any issues. Atty. Kelly added that the site remediation is going well and RIDEM is testing the material onsite.

Eric Prive, Registered Professional Engineer with Diprete Engineering, stated that RIDEM freshwater wetlands permit is awaiting biologist review and the Water Supply Board and its consultant Pare Corp are in ongoing communications about supply but they have a letter from the Water Commissioner confirming adequate supply in the area. Mr. Prive stated that they met with the Sewer Authority and their consultant CDM Smith to ensure sewer capacity and the stormwater review process and have met with the Fire Marshal to ensure adequate flow for fire protection,

Michael Moan questioned whether the 6-inch sewer main and the separation of the fire flow and domestic water lines have been approved and Mr. Prive replied that is correct.

Michael Phillips referenced the right of way on George Washington Highway and questioned whether RIDOT has offered the applicant the option to buy it. Attorney Michael Kelly replied they are asking an exorbitant price and will get permission from RIDOT to landscape the area.

John Carter, Registered Landscape Architect, reviewed the Landscape Plan stating it meets with the Town's landscape ordinance for the Economic Growth Overlay district. Mr. Carter stated that he was asked to review height distance and building elevations from Route 7 and Route 116 and reviewed the plan he prepared a plan with the Board.

Richard Colavecchio questioned whether there is an area in the parking lot designated for snow removal and John Carter replied that the site plans show designated areas for snow removal.

Charles Boyd questioned whether there is a lighting plan and Attorney Michael Kelly replied they do not have a lighting plan but that all light will shine down onsite only and added that there are no abutting residents; just buildings. Mr. Boyd questioned whether the company will have a sign and Atty. Kelly replied that is dependent on the tenant but, if so, it will be in strict conformance with the sign ordinance.

Paul Bannon, Associate with Beta Group, stated he conducted a traffic impact study at the master plan stage which has been updated. Mr. Bannon stated that they shifted the driveway halfway between Thurber Boulevard and Route 116. Mr. Bannon stated the updated traffic study has been submitted to RIDOT and received a letter in March indicating they agreed in concept with this design plan. Mr. Bannon stated that they requested an updated traffic study to provide more recent data which has been submitted to RIDOT and the final design phase has been submitted with construction plans to RIDOT and expects a 2 to 3-month review period.

James D’Ambra stated his concern with attracting people to use a crosswalk when there are no sidewalks on either side of Route 7. Paul Bannon replied that it is common practice to put crosswalks in to provide for the potential of sidewalks in the future. Town Planner Michael Phillips noted that the Town Engineer asked RIDOT about including sidewalks in that area when they do the repaving of this roadway.

Michael Moan requested an update on shared access with Mr. Conti’s property and Atty. Kelly replied that they had numerous communications with Mr. Conti’s attorney, but unfortunately certain uses are not conducive to mix with trailer trucks and the Access Management Plan is really meant to connect similar uses. Atty. Kelly stated that Mr. Conti provided a list of uses and they could not agree to all of those uses. Atty. Kelly added that Mr. Conti does not want to contribute to the cost of the improvements but that they are still open to discussions. Mr. Moan stated that the peer review from Crossman Engineering recommended access points for future connection but he is now doubtful that this Board should stipulate if Mr. Conti will not provide any financial assistance. Attorney Kelly submitted a letter dated May 22,2023 to Attorney John Bolton from Michael Kelly to be marked as Applicant’s #1.

Paul Bannon stated RIDOT had a concern with the traffic counts and he conducted new counts in April of this year which were substantially lower than projected and eliminated RIDOT concerns with any potential backup. Mr. Bannon stated, in his professional opinion, that the design will be in conformance with RIDOT standards, policies, and design practices and the roadway improvements being proposed will help improve the safe circulation of vehicular and pedestrian traffic.

A letter dated June 15th letter to Michael Phillips from Michael Kelly in response to John Bolton was marked as Applicant’s #2.

Charles Boyd questioned the Town Solicitor’s opinion of the letters submitted as exhibits and Solicitor Scott Levesque replied that the application was deemed certified complete by the Town Planner and any additional concerns were made by John Bolton after that and, as such, does not feel there is any merit to them.

The public hearing was reopened at 7:15 p.m.

Ed DeMayo, 75 Whipple Road, stated that this sounds like it is a good plan but is concerned with trailer trucks coming up Route 116 and would like RIDOT to install a blinking yellow light to make it safer. Mr. DeMayo also requested providing enough landscaping coverage of the building so the guests at the hotel do not have to see it.

Anthony Capo, owner of Fiberglass Fabricators 964 Douglas Pike, questioned whether there is anywhere in the Town representative of the drainage condition from Smithfield Peat across Route 7 to his door? Mr. Capo stated he was told 30 days ago that there were plenty of other areas in Town where this is taking place. Al Gizzarelli suggested Mr. Capo go to see the Town Engineer. Mr. Capo stated he is also concerned with the amount of foot traffic from the nearby hotels and that 26 CFS is too much and the drain pipe needs to be made smaller. Attorney Michael Kelly replied that the applicant had nothing to do with the pipe that was installed by the State years ago. Atty. Kelly stated that Diprete Engineers have testified there will be a substantial reduction in flow as a result of this design.

There being no one further to comment on the application, the public hearing closed.

Attorney Kelly stated that they are requesting that the naming of the roadway be after Jackson Despres.

James D’Ambra made a motion, seconded by Michael Moan, to approve the Preliminary Plan incorporating the Town Planner’s memo dated June 15, 2023 marked as Board’s Exhibit A, the Findings of Fact marked as Board’s Exhibit B, being subject to submittal of the RIDEM freshwater wetlands permit at Final Plan, the RIDOT Physical Alteration Permit at Final Plan, that the applicant make every effort for shared access at the signalized intersection with the abutter, Water Supply Board approval, Sewer Authority approval, Soil Erosion Committee approval and requesting the applicant come back before the Board for Final Plan review. The vote on the motion was all in favor and the motion carried.

NEW BUSINESS

COMPASS SELF STORAGE – (ID#: 23-07) Informational Meeting

Major Land Development – Master Plan Review
AP 48 / Lot 4C – 400 George Washington Highway
6.47 Acres (approx.) / HC Zone
Applicant/Owner: Amsdell Storage Ventures 73, LLC
Engineer: Millstone Engineering, P.C.

- a. *The Board will review and discuss the proposed submission with the project proponent.*
- b. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- c. *The Board may schedule a site visit or waive the requirement.*
- d. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- e. *The Board may make a recommendation to the Zoning Board of Review on the dimensional relief and special use permit required for the project.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board’s findings of fact and motion for signature by the Chair and subsequent recording.*

Jeffrey Hanson, Registered Professional Engineer with Millstone Engineering, represented the applicant stating they are proposing to remove the existing office building and replace it with a 3 story, 55,000 square foot climate-controlled self-storage building in the Highway Commercial zone. Mr. Hanson stated the property was rezoned to Highway Commercial and storage facility is not a permitted use in the Highway Commercial zone but the use is grandfathered. Mr. Hanson stated if Master Plan approval is granted by this Board they would next go to the Zoning Board a special use permit and dimensional relief.

The public informational meeting was opened at 7:57 p.m. and there being no one present to speak to this application was promptly closed.

James D'Ambra made a motion, seconded by Michael Moan, to approve the Master Plan incorporating the Town Planner's memorandum dated June 7, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, and being subject to the special use permit and variances being granted by the Zoning Board. The vote on the motion was all in favor and the motion carried.

230-250 GEORGE WASHINGTON HIGHWAY - (ID#: 23-04) Informational Meeting

Major Land Development – Master Plan Review
AP 46 / Lots 67 & 411 – 230 & 250 George Washington Highway
6.22 Acres (approx.) / PCD (EGOD) Zone
Applicant/Owner: Ballettos Realty, LLC
Engineer: DiPrete Engineering

- a. *The Board will first address the applicant's request for a waiver for submission items required at Master Plan stage pursuant to the Zoning Ordinance Section 9.4.6, E. Traffic Study and Mitigation Plan and F. Building Architectural Report/Plans.*

If either waiver is denied, the matter will be referred back to the administrative officer to issue a certificate of incompleteness and the Board will not proceed with items b through f below. If both waivers are granted, the Board will proceed with items b through f below.

- b. *The Board will review and discuss the proposed submission with the project proponent.*
- c. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- d. *The Board may schedule a site visit or waive the requirement.*
- e. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*

Attorney Joseph Brennan represented the applicant and addressed the waiver being requested stating that they are proposing a tentative restaurant and retail on the property but have not yet identified a tenant. Attorney Brennan stated that it does not make sense to prepare a traffic study without knowing the type of uses on the site and would prefer to provide this at the next stage to provide a complete picture.

Brian P. Thalmann, Professional Engineer with Diprete Engineering, stated that they are trying to accommodate parking beneath the building which will be an apartment complex. Mr. Thalmann stated the applicant is trying to promote multiple uses in this Economic Growth Overlay corridor and the project needs to be first rate.

John Yoakum made a motion, seconded by Michael Moan, to approve the requested waivers. The vote on the motion was all in favor and the motion carried.

James D'Ambra questioned what is the calculation for the number of apartments? Brian Thalmann is replied if the residential units are on one parcel it would yield 21 units or if the units are on two parcels the yield would be reduced to 19 units.

The public informational meeting was opened at 8:15 p.m.

Ed DeMayo, 12 Whipple Road, questioned how much monthly income the apartments would yield and whether there will be school aged children? Brian Thalmann replied the apartments will be rental units but the amount is undetermined at this time.

There being no one else present to speak to this application, the public information meeting was closed.

Brian Thalmann stated that the Building Official is requesting EV charging stations and that they are looking into this.

James D'Ambra made a motion, seconded by to approve the Master Plan incorporating the Town Planner's memorandum dated June 8, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, being subject to a traffic study and mitigation plan at Preliminary and requesting that consideration be given to providing sidewalks. The vote on the motion was all in favor and the motion carried.

WHIPPLE FARM - (ID#: 23-08) Informational Meeting

Major Subdivision – Master Plan Review
AP 42 / Lot 11A – Whipple Road
13.2 Acres (approx.) / 4 Lots / R-80 Zone
Applicant/Owner: Michael & Monique Sabatino
Engineer: InSite Engineering

- a. *The Board will first address the applicant's request for a waiver of the subdivision regulations Section V. Article E. Lots, (4) Lot Boundaries which prohibits interior lot angles greater than 200 degrees.*
- b. *The Board will review and discuss the proposed submission with the project proponent.*
- c. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- d. *The Board may schedule a site visit or waive the requirement.*
- e. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*

Paul Carlson, Registered Professional Engineer with InSite Engineering, stated that the proposal is for a 4-lot subdivision on Whipple Road located in the R-80 zone. Mr. Carlson stated that wetland delineations have been submitted and approved by RIDEM and that the applicant is seeking a waiver to Section V, Article E, "Lots" because Lot 4 has points greater than 200 degrees.

The public informational meeting was opened at 8:30 p.m.

Frank O'Connell, 37 Lakeside Drive, suggested shifting the ISDS on the Lot 4 long flagpole lot and providing a shared driveway.

Planner Michael Phillips stated that the Fire Department is requesting connection to a waterline. Paul Carlson stated they will request a waiver for this requirement and they plan instead to install a cistern.

There being no one else present to speak to this application the public informational meeting was closed at 8:42 p.m.

James D'Ambra made a motion, seconded by Al Nani, to approve the Master Plan incorporating the Town Planner's memorandum dated June 7, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, granting the requested waiver on lot angle degree, being subject to wetland and physical alteration permits being submitted at Final Plan, with Final Plan approval being handled by the Administrative Officer, and receipt of a waiver from the Fire Department's requirement to connect to a water supply. The vote on the motion was all in favor and the motion carried.

AUTORHIZATION of PY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

- a. Discuss the application with planning staff.*
- b. Vote to certify that the application is consistent with the Comprehensive Community Plan.*

Planner Michael Phillips reviewed the annual Program Year 2022 Community Development Block Grant application with the Board. Mr. Phillips stated that this year's application consists of Phase II of the East Smithfield Neighborhood Center and improvements at the group home located on West Greenville Home.

Michael Moan made a motion, seconded by to authorize the Program Year 2022 Community Development Block Grant application finding it to be consistent with the Comprehensive Community Plan. The vote on the motion was all in favor and the motion carried.

Michael Moan made a motion, seconded by James D'Ambra, to adjourn the meeting at 8:53 p.m. The vote on the motion was all in favor and the motion carried.

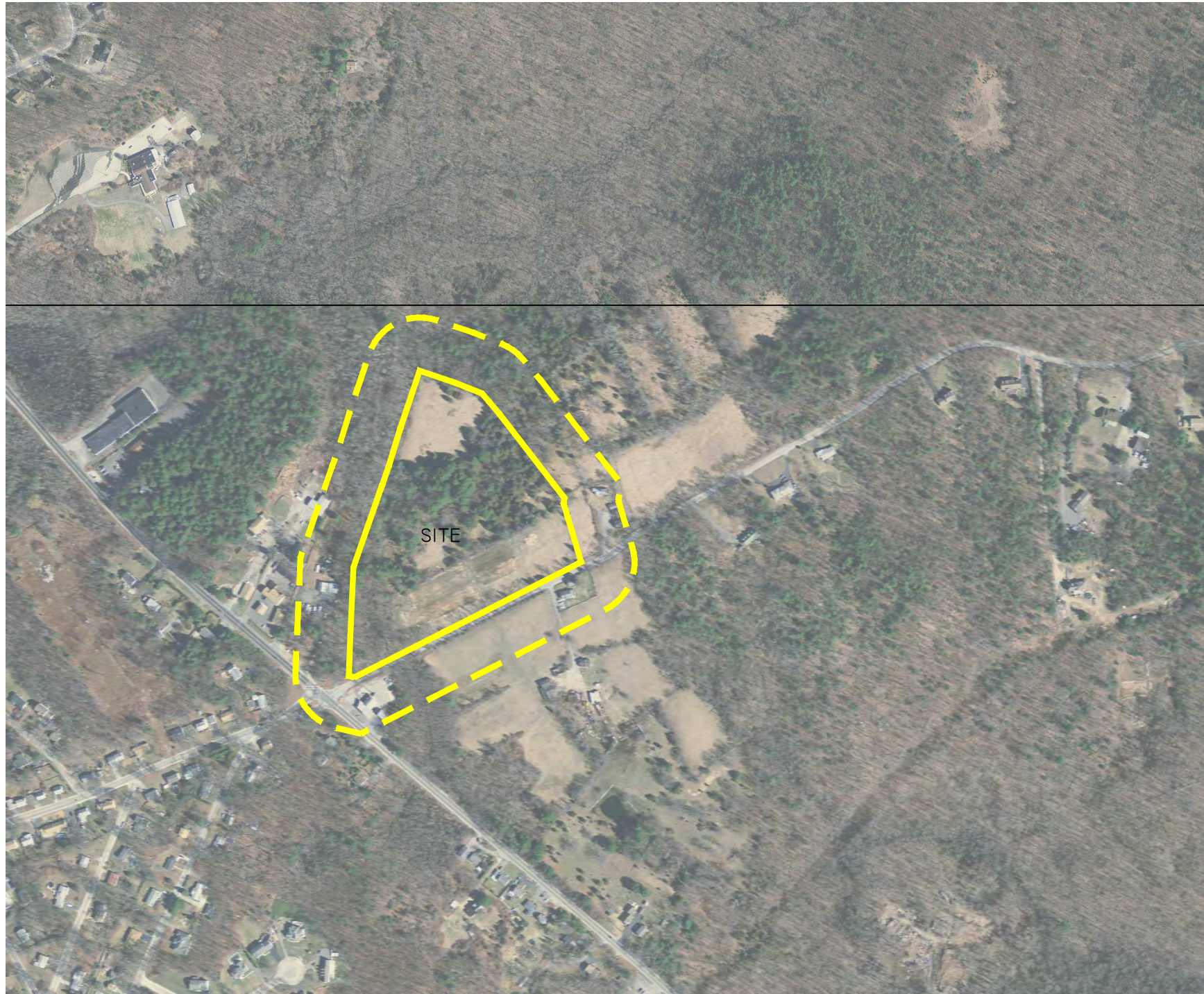
The next meeting is scheduled for **Thursday, July 20, 2023 at 6:00 p.m.**

Respectfully submitted,

Donna A. Corrao, Recording Secretary

Master Plan
Major Subdivision
of
"WHIPPLE FARM"
in
Smithfield, Rhode Island

Date: MAY 10, 2023



LOCATION MAP

SCALE 1" = 500'

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER & INDEX SHEET
2	EXISTING CONDITIONS PLAN
3	SUBDIVISION LAYOUT
4	EROSION & SEDIMENT CONTROL PLAN
5	DETAILS AND NOTES

ZONING DISTRICT:

CONVENTIONAL ZONING	
"RESIDENTIAL R-80"	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	FRONT = 40'
	SIDE = 25'
	REAR = 75'
MAXIMUM LOT COVERAGE	= 10%

VARIANCE:

SECTION IV, ARTICLE E. LOTS

4. LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET, MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED



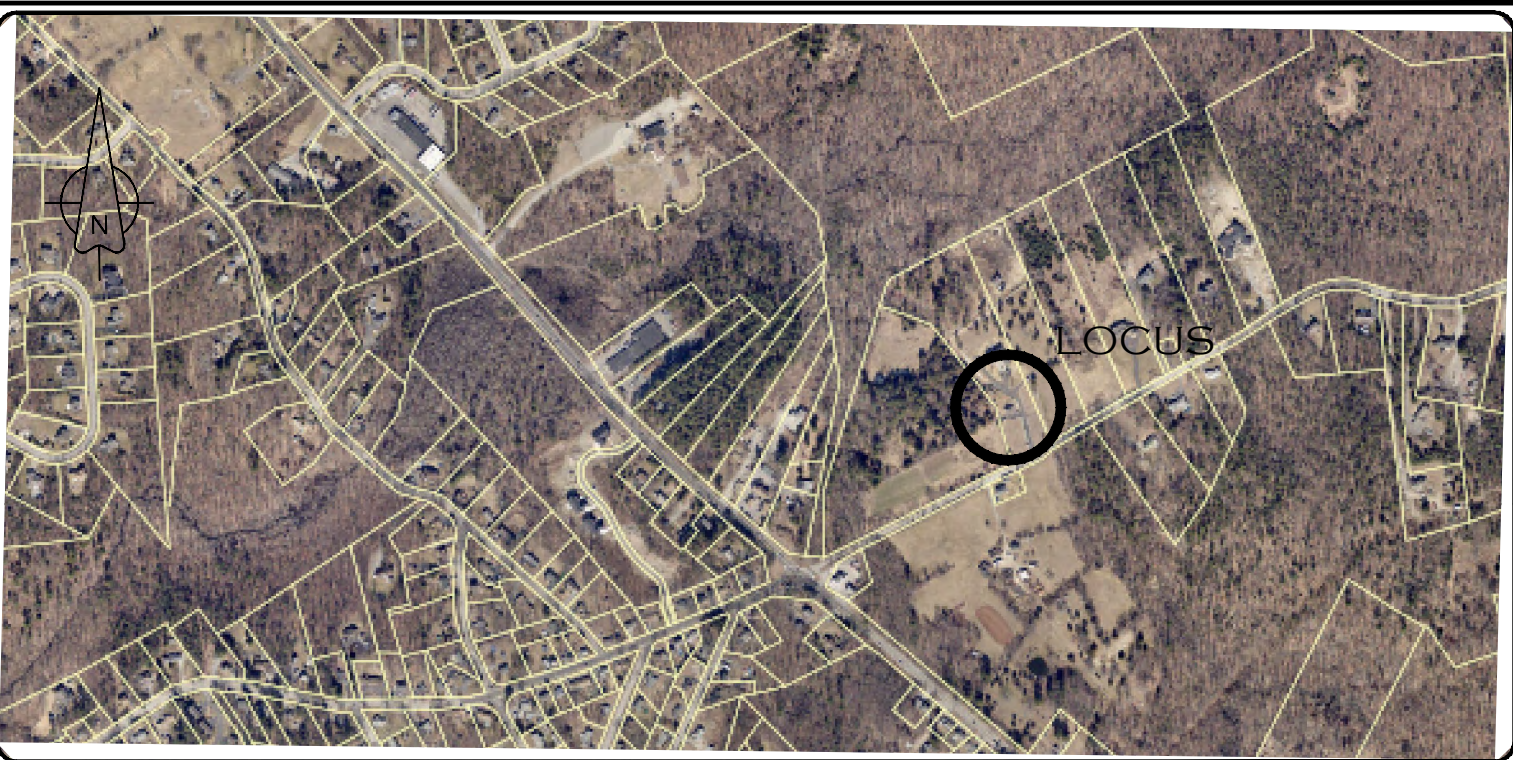
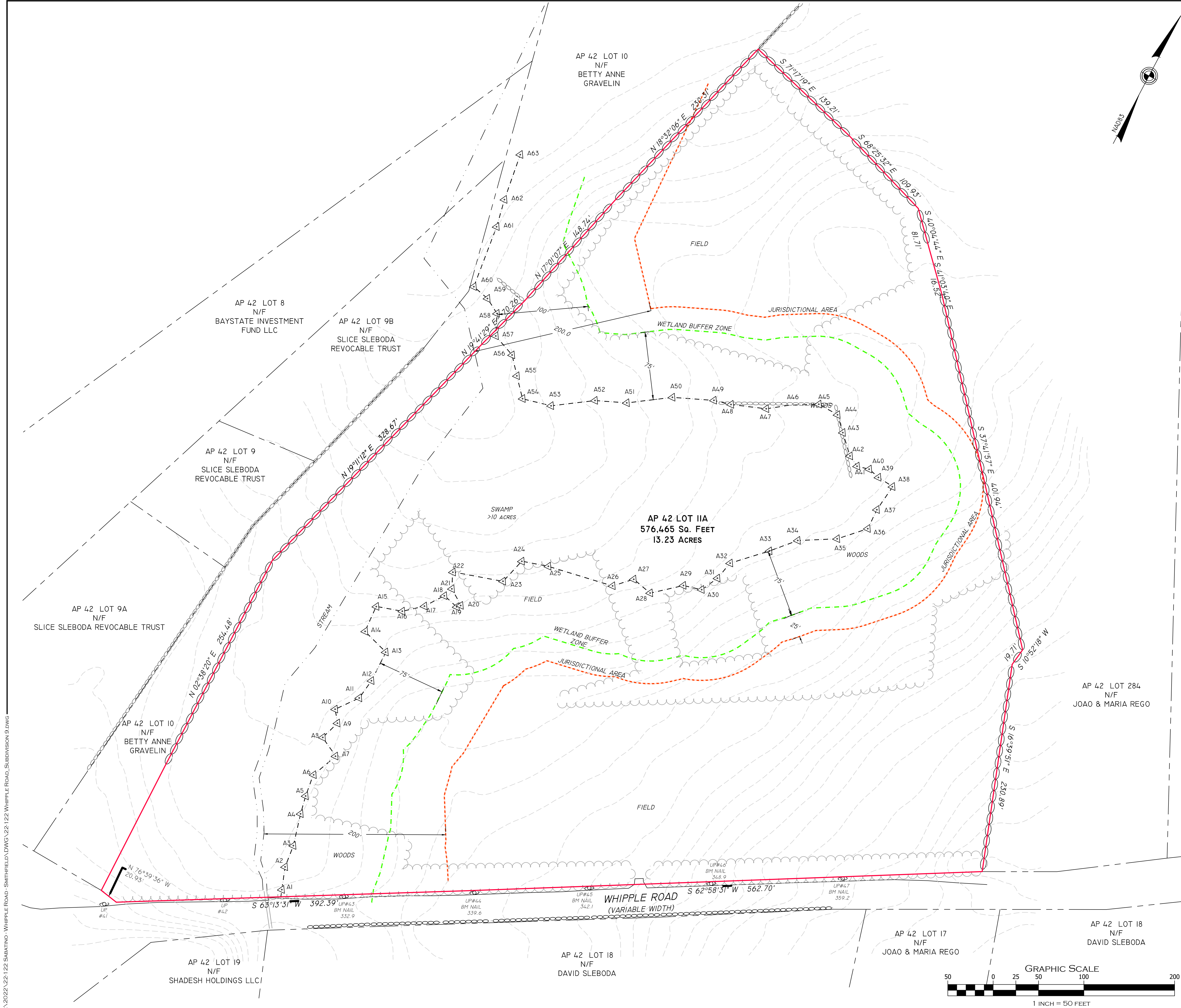
SITE MAP

SCALE 1" = 200'

TOWN OF SMITHFIELD	
SMITHFIELD PLANNING BOARD	
APPROVED UNDER SUBDIVISION CONTROL LAW	
_____	_____
_____	_____
_____	_____
TOWN OF SMITHFIELD PLANNING BOARD	
DATE APPROVED: _____	

REVISION	DATE	COMMENTS
0	-	-

COVER SHEET	
"WHIPPLE FARM"	
AP 42 LOT 11A	
WHIPPLE ROAD, SMITHFIELD, RI	
APPLICANT:	MICHAEL & MONIQUE SABATINO 24 ONADEGA ROAD, NARRAGANSETT, RI
JOB #: 22-122	SCALE: 1" = 50"
DRAWN BY: PDC	DATE: 5/3/2023
REVISED:	
 InSite Engineering Services, LLC PROFESSIONAL ENGINEERS LAND SURVEYORS Precision, Clarity, Certainty.	 InSite Professional Complex, Suite 1 1539 Fall River Avenue, Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558 501 Great Road, Unit 104 North Smithfield, RI 02896 Phone: (401) 762-2870 Fax: (401) 762-2871 Web Address: InSiteEngineers.com
SHEET 1 OF 5	



LOCATION MAP (NOT TO SCALE)

GENERAL NOTES:

- LOT SHOWN IS DESIGNATED AS LOT 11A ON ASSESSORS MAP 42.
- OWNER OF RECORD: MICHAEL AND MONIQUE
48 TAFT AVE
PROVIDENCE, RI 02906
- WETLANDS FLAGGED BY NRS LLC.
- PROPERTY DOES LIES WITHIN THE WATERSHED OR ZONE OF CONTRIBUTION OF A POND OR WATER SUPPLY WELL
- FEMA REFERENCE: SITE IS LOCATED IN ZONE X AS DEPICTED UPON FIRM MAP 440700186H WITH AN EFFECTIVE DATE OF OCTOBER 2, 2015.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE. PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT CURRENT PHYSICAL FIELD CONDITIONS AND EVIDENCE OF APPARENT POSSIBLE POSSESSION. ANY REFERENCES TO PUBLIC RECORDS HEREON REFLECTS TO THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT, AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION.
- THE PROJECT IS PROPOSED TO BE SERVICES BY PRIVATE WELLS, ON-SITE WATERWATER TREATMENT SYSTEMS (OWTS), ELECTRIC AND TELECOMMUNICATIONS.

ZONING DISTRICT:

CONVENTIONAL ZONING	
"RESIDENTIAL R-80"	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	
FRONT	= 40'
SIDE	= 25'
REAR	= 75'
MAXIMUM LOT COVERAGE	= 10%

CERTIFICATION:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE.

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

- LIMITED CONTENT BOUNDARY SURVEY; CLASS I
- TOPOGRAPHIC ACCURACY: T-4

Marc N. Nyberg
MARC N. NYBERG LICENSE No. 1797 COA No. A52

STATEMENT OF PURPOSE
THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND THE PREPARATION OF THE PLAN IS AS FOLLOWS:
• EXISTING CONDITIONS PLAN

MAJOR SUBDIVISION - MASTER PLAN
EXISTING CONDITIONS



PROFESSIONAL SEAL

"WHIPPLE FARM"
AP 42 LOT 11A
WHIPPLE ROAD, SMITHFIELD, RI

APPLICANT: MICHAEL & MONIQUE SABATINO
24 ONADEGA ROAD, NARRAGANSETT, RI

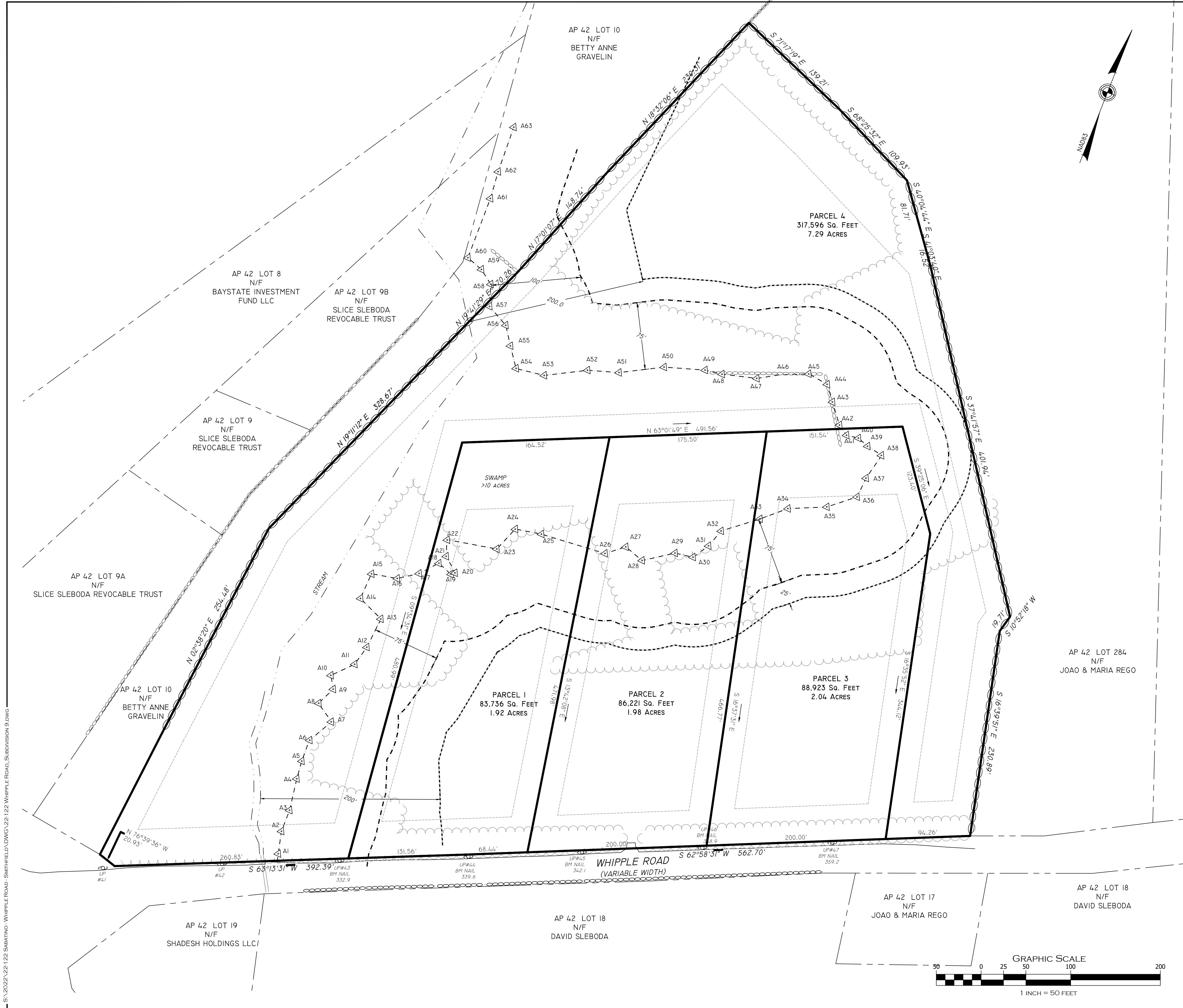
JOB #	SCALE:	DRAWN BY:	DATE:
22-122	1" = 50"	PDC	5/3/2023

REVISED:



InSite Professional Complex, Suite 1
1539 Fall River Avenue, Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
501 Great Road, Unit 104
North Smithfield, RI 02896
Phone: (401) 762-2870 Fax: (401) 762-2871
Web Address: InSiteEngineers.com

SHEET
2
OF 5



LOCATION MAP (NOT TO SCALE)

LOCUS

GENERAL NOTES:

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48 TAFT AVE
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- THE PROJECT IS PROPOSED TO BE SERVICES BY PRIVATE WELLS, ON-SITE WATERWATER TREATMENT SYSTEMS (OWTS), ELECTRIC AND TELECOMMUNICATIONS.

ZONING DISTRICT:

CONVENTIONAL ZONING	
RESIDENTIAL R-60	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	
FRONT	= 40'
SIDE	= 25'
REAR	= 75'
MAXIMUM LOT COVERAGE	= 10%

VARIANCE:

SECTION IV, ARTICLE E, LOTS

- LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET; MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED

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Marc N. Nyberg 5/3/23
MARC N. NYBERG LICENSE No. 1797 COA No. A52

STATEMENT OF PURPOSE
THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND THE PREPARATION OF THE PLAN IS AS FOLLOWS:

- EXISTING CONDITIONS PLAN

**MAJOR SUBDIVISION - MASTER PLAN
LOTING PLAN**

"WHIPPLE FARM"
AP 42 LOT 11A
WHIPPLE ROAD, SMITHFIELD, RI

APPLICANT: MICHAEL & MONIQUE SABATINO
24 ONADEGA ROAD, NARRAGANSETT, RI

JOB # 22-122 SCALE: 1" = 50' DRAWN BY: PDC DATE: 5/10/23

REVISED:

MARC N. NYBERG
No. 1797
PROFESSIONAL
LAND SURVEYOR

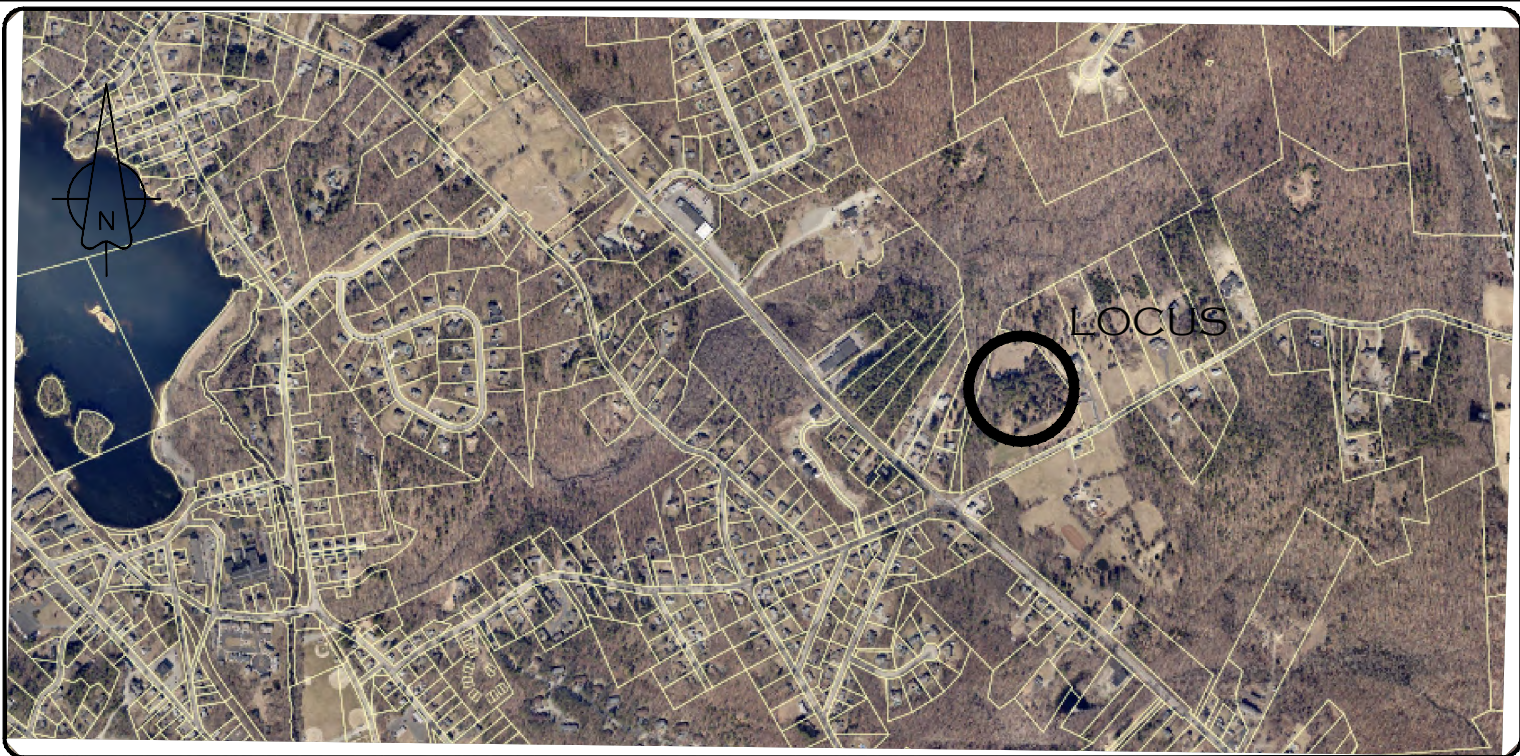
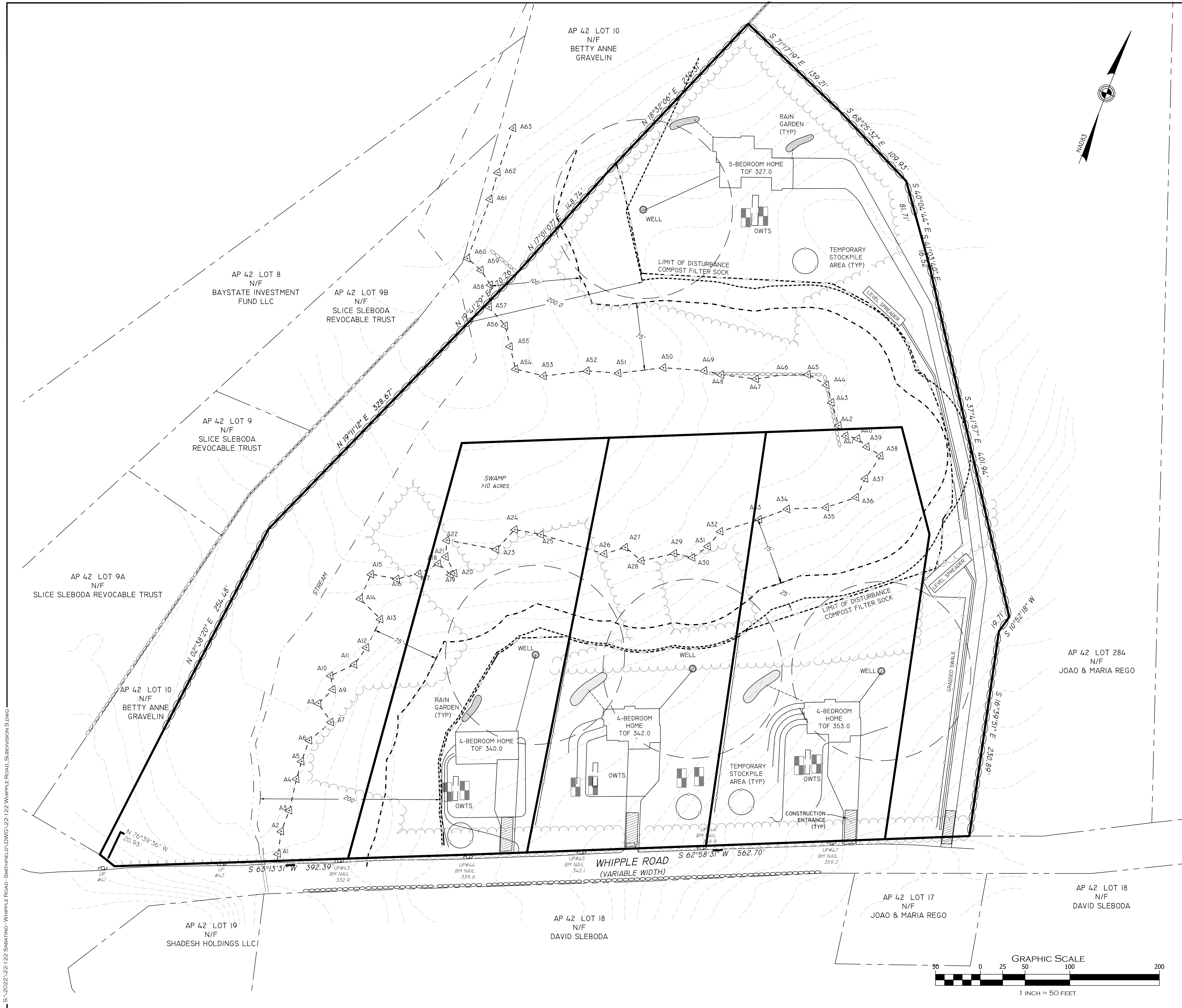
PROFESSIONAL SEAL

InSite Professional Complex, Suite 1
1539 Fall River Avenue, Seekonk, MA 02771
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North Smithfield, RI 02896
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Web Address: InSiteEngineers.com

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

SHEET
3
OF 5



LOCATION MAP (NOT TO SCALE)

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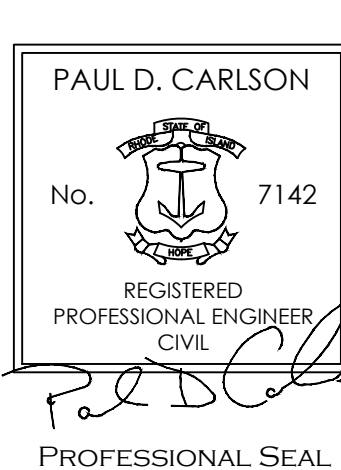
ZONING DISTRICT:

CONVENTIONAL ZONING	
RESIDENTIAL R-80	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	FRONT = 40'
	SIDE = 25'
	REAR = 75'
MAXIMUM LOT COVERAGE	= 10%

VARIANCE:

- SECTION IV, ARTICLE E. LOTS
4. LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET. MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED

**MAJOR SUBDIVISION - MASTER PLAN
EROSION CONTROL PLAN**



"WHIPPLE FARM"
AP 42 Lot 11A
WHIPPLE ROAD, SMITHFIELD, RI

APPLICANT: MICHAEL & MONIQUE SABATINO
24 ONADEGA ROAD, NARRAGANSETT, RI

JOB # 22-122	SCALE: 1" = 50'	DRAWN BY: PDC	DATE: 5/10/23
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REVISED:



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Web Address: InSiteEngineers.com

SHEET
4
OF 5

EROSION & SEDIMENT CONTROL NOTES:

1. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. GRAVEL CONSTRUCTION ENTRANCE WILL BE INSTALLED BEFORE CONSTRUCTION TRAFFIC INTO AND OUT OF PROJECT AREA BEGINS. STABILIZATION OF ALL REGRADED AND SOIL STOCKPILE AREAS WILL BE INITIATED AND MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPAL REGULATIONS. ALL EROSION CONTROL MEASURES ARE TO BE MAINTAINED AND UPGRADED AS REQUIRED TO ACHIEVE PROPER SEDIMENT CONTROL DURING CONSTRUCTION.
3. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING CONSTRUCTION PERIOD, IF DEEMED NECESSARY BY THE ENGINEER OR TOWN AGENCIES.
4. THE LOT SHALL BE REQUIRED TO MAINTAIN EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION. ADDITIONAL MEASURES WILL BE REQUIRED TO PREVENT SEDIMENT DISCHARGE INTO THE STREET. AND DRAINAGE SYSTEMS.
5. SEEDING MIXTURE FOR FINISHED GRASSED AREAS WILL BE AS FOLLOWS:
KENTUCKY BLUE GRASS = 45
CREEPING RED PESCUE = 45
PERENNIAL RYE GRASS = 10
SEED TO APPLIED AT A RATE OF 4 LBS / 1000 S.F. FERTILIZER SHALL BE APPLIED AT A RATE OF 2 LBS / 1000 S.F. PLANTING SEASON SHALL BE APRIL 1 TO OCTOBER 15. AFTER OCTOBER 15 AREAS NOT SEEDDED SHALL BE STABILIZED WITH STRAW WATTLES, HAY BALE CHECK DAMS, FILTER FABRIC OR WOODEN MULCH AS REQUIRED TO CONTROL EROSION.
6. AREAS LEFT BARE BEFORE FINISH GRADING AND SEEDING IS ACHIEVED, SHALL RECEIVE A TEMPORARY SEEDING OF PERENNIAL RYE GRASS APPLIED TO A RATE OF 2 LBS / 1000 S.F. AT A DEPTH OF 1/2". LIMESTONE (EQUIVALENT TO BE 50 % CALCIUM PLUS MAGNESIUM OXIDE) SHALL BE APPLIED AS SEEDDED PREPARATION AT A RATE OF 90 LBS / 1000 S.F. WHERE GRASS PREDOMINATES, FERTILIZE ACCORDING TO A SOIL TEST AT A MINIMUM APPLICATION RATE OF 1 LB OF NITROGEN PER 1000 S.F. AREAS TO BE LEFT BARE BEFORE FINISH GRADING AND SEEDING OUTSIDE OF PLANTING SEASONS SHALL RECEIVE AN AIR-DRIED WOOD CHIP MULCH, FREE OF COARSE MATTER, TREATED WITH 12 LBS NITROGEN PER TON, APPLIED AT A RATE OF 185-275 LBS / 1000 S.F.
7. CONTRACTOR SHALL BE ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, AND NOTIFY THE PROPER TOWN AGENCY OF ANY TRANSFER OF THIS RESPONSIBILITY. THE OWNER SHALL BE RESPONSIBLY FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.
8. THE CONTRACTOR SHALL REQUEST THE APPROPRIATE TOWNS AGENCIES TO INSPECT AND APPROVE THE INSTALLATION OF ALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. PERIODIC INSPECTIONS OF EROSION CONTROL MEASURES MAY BE PERFORMED BY THE AGENCIES, THE CONTRACTOR SHALL REPAIR, UPGRADE OR REPAIR ANY MEASURES THE AGENT MAY FEEL ARE IN NEED OF SUCH.
9. STOCKPILES OF SOIL SHALL BE SURROUNDED BY A SEDIMENT BARRIER. SOIL STOCKPILES TO BE LEFT BARE FOR MORE THAN FIFTEEN (15) DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION OR MULCH. IF STOCKPILES ARE TO REMAIN FOR MORE THAN SIXTY (60) DAYS, FILTER FABRIC SHALL BE USED IN PLACE OF HAY BALES. SIDE SLOPES SHALL NOT EXCEED 2:1.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL DUST AND WIND EROSION THROUGHOUT THE LIFE OF HIS CONTRACT. DUST CONTROL SHALL INCLUDE BUT NOT LIMITED TO SPRINKLING WATER ON EXPOSED SOILS AND HAUL ROADS. CONTRACTOR SHALL CONTROL DUST TO PREVENT A HAZARD TO TRAFFIC ON ADJACENT ROADWAYS.
11. SEDIMENT SHALL BE REMOVED ONCE THE VOLUME REACHES ¼ TO ½ THE HEIGHT OF THE SILT FENCE OR HAY BALE, OR SILT SOCK.
12. ALL STOCKPILES SHALL BE SURROUNDED BY SEDIMENT CONTROLS.
13. DISTURBED AREAS REMAINING IDLE FOR MORE THAN 14 DAYS SHALL BE STABILIZED.
14. ALL FACILITIES USED AS TEMPORARY MEASURES SHALL BE CLEANED PRIOR TO BEING PUT INTO FINAL OPERATION.
15. PER THE RISWM, BMP'S ARE NOT TO BE USED FOR TEMPORARY STORMWATER RUNOFF COLLECTION DURING THE PROJECTS CONSTRUCTION.

CONSTRUCTION PROCEDURES AND SEQUENCING

- THE ENGINEER SHALL HAVE THE SOLE RESPONSIBILITY FOR THE DESIGN IMPLEMENTATION. HE SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONTRACTORS AND SUBCONTRACTORS ARE AWARE OF THE PROVISIONS ON THE PLANS.
- THE CONTRACTOR SHALL ORGANIZE SITE CONSTRUCTION IN A MANNER WHICH WILL ENSURE THE IMMEDIATE STABILIZATION OF SURFACES. PERIMETER CONTROLS EQUAL APPROVED PROJECT LIMITS.
- PRIOR TO ANY CONSTRUCTION ON SITE, THE CONTRACTOR SHALL SETUP PRE-CONSTRUCTION MEETING WITH OWNER, ENGINEER, MUNICIPAL PLANNING AND DPW PERSONAL.
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, A LINE STRAW WATTLES, WILL BE PLACED AT ALL CONSTRUCTION TOE OF SLOPES IN THE AREA OF ROADWAY, PONDS, LANDSCAPED AREAS, AND ALONG PERIMETER OF PROJECT LIMIT OF DISTURBANCE WHERE INDICATED ON PROJECT PLANS.
- RESERVE EROSION CONTROL DEVICES SHALL BE STOCKPILED ON SITE IN THE EVENT OF EMERGENCIES. AND SHALL BE LOCATED 100' FROM REGULATED WETLAND RESOURCE AREAS.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS FOR THE PROPER STORAGE AND/OR REMOVAL OF DEBRIS ON SITE TO AVOID UNNECESSARY ACCUMULATION ON SITE.
- DRAINAGE STRUCTURES SHALL BE CONSTRUCTED FROM DOWNSTREAM UP AND CONSTRUCTION SHALL INCLUDE THE PLACEMENT OF STONE AT THE FLARED PIPE ENDS AND OUTLET STRUCTURE INLETS AND OUTLETS AS SHOWN ON PROJECT PLANS.
- IN STREAM CONTROLS SUCH AS HAY BALE CHECK DAMS SHALL BE ESTABLISHED PRIOR TO CONSTRUCTION IF NEEDED.

INFILTRATION SURFACE PROTECTION

TO PROTECT THE INFILTRATION SURFACES (BENEATH AND ADJACENT TO THE RECHARGE SYSTEMS) FROM DEGRADATION BY CONSTRUCTION ACTIVITIES INCLUDE:

1. PROVIDE DEEP ROTOTILLING OF VAIN FLOOR IMMEDIATELY PRIOR TO SEEDING WITH NO SUBSEQUENT TRAFFICKING ON SURFACE.
2. PREVENTION OF CONTAMINATION OF THE EXPOSED SUBGRADE BY CONSTRUCTION VEHICLES.
3. PREVENTION OF EXCESSIVE COMPACTION BY CONSTRUCTION VEHICLES.
4. PREVENTION OF THE DISCHARGE OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES INTO THESE FACILITIES.
5. PREVENTION OF DISCHARGE OF STORMWATER INTO THESE FACILITIES UNTIL THE CONTRIBUTING AREAS ARE STABILIZED, UNLESS SPECIFIC MEASURES ARE PROVIDED FOR PROTECTING AND RESTORING THE INFILTRATION SURFACE.

CONSTRUCTION INSPECTION

THE ENGINEER SHALL BE CALLED ON SITE DURING THE CONSTRUCTION OF THE DRAINAGE STRUCTURES.

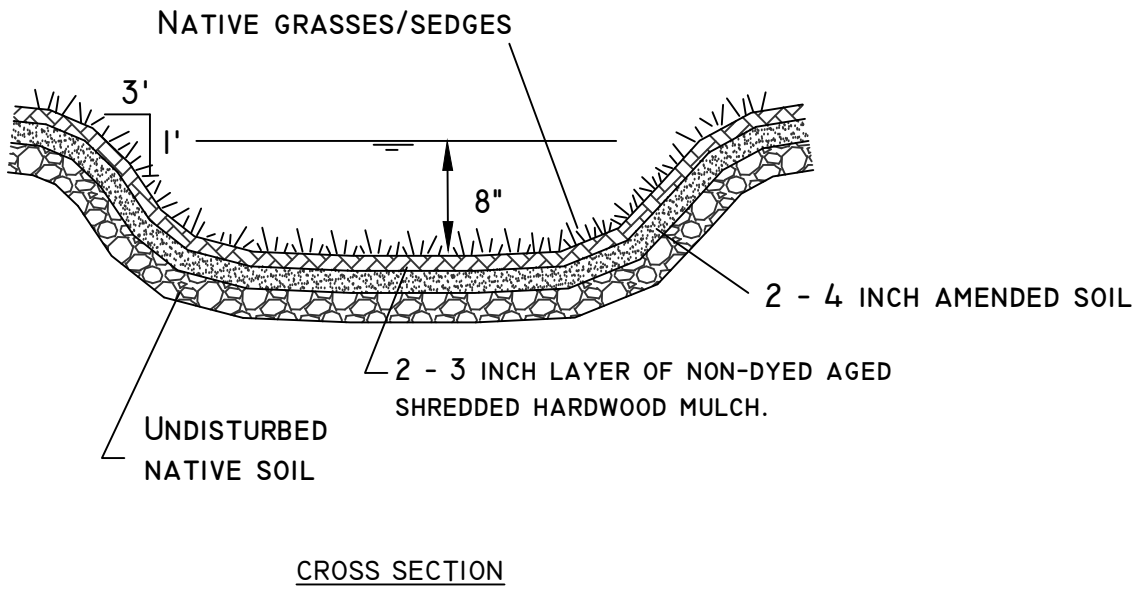
THE ENGINEER SHALL BE ON SITE DURING THE CONSTRUCTION AND LAYOUT OF ALL OUTLET STRUCTURES.

THE ENGINEER SHALL PERFORM FREQUENT INSPECTION OF THE STORMWATER SYSTEM DURING CONSTRUCTION, WITH CLEANING AND MAINTENANCE AS WARRANTED. DURING ACTIVE CONSTRUCTION PERIODS, WEEKLY INSPECTION IS REQUIRED.

IF CONSTRUCTION IS SUSPENDED (E.G., OVER THE WINTER), THEN MONTHLY INSPECTIONS ARE REQUIRED. IN ADDITION, THE SYSTEM SHOULD BE CHECKED AFTER ANY SIGNIFICANT RAINFALL, TO INSURE IT IS FUNCTIONING CORRECTLY AND TO MONITOR SEDIMENT ACCUMULATION FROM THE DISTURBED AREAS OF THE SITE.

ROUGH GRADING

DURING GRADING, THE POTENTIAL FOR EROSION IS HIGH. DURING GRADING OPERATIONS, DISTURBED SLOPES WILL BE MULCHED AND VEGETATION ESTABLISHED TO PREVENT SEDIMENT EROSION TO THE SATISFACTION OF THE ENGINEER.

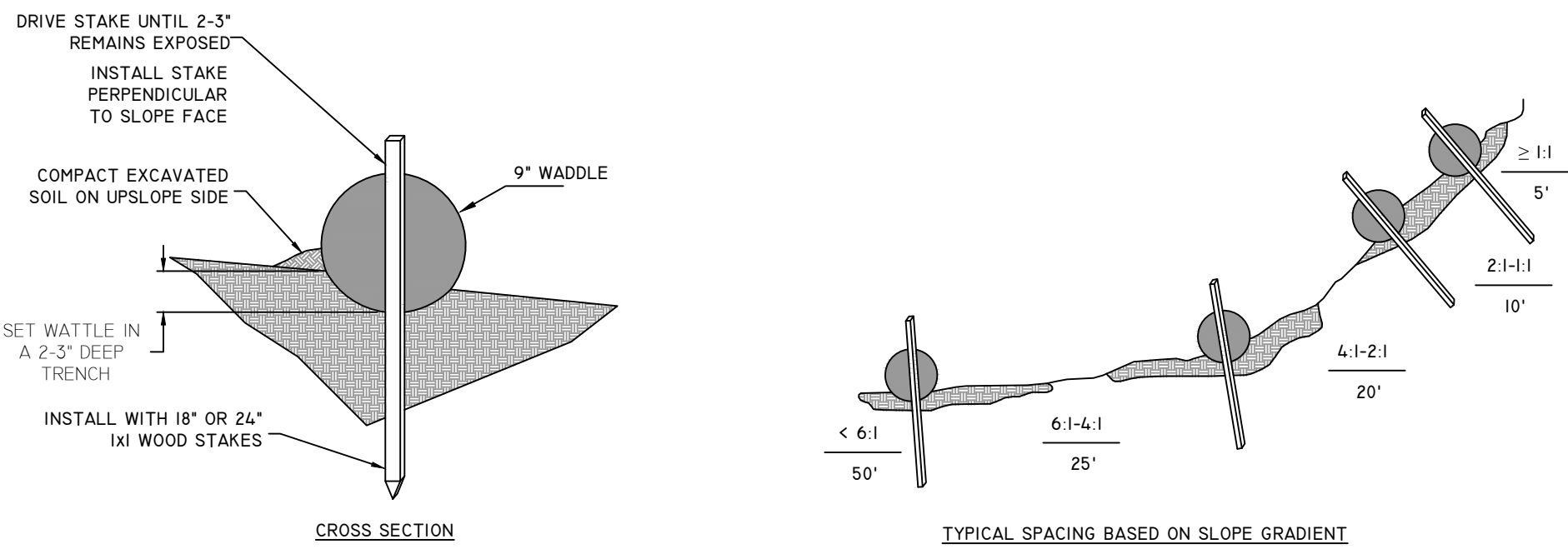


CROSS SECTION

VEGETATED SWALE DETAIL
NOT TO SCALE

MAINTENANCE

1. THE VEGETATED SWALE SHALL BE INSPECTED ANNUALLY AND AFTER LARGE STORM EVENTS.
2. ERODED SIDE SLOPES AND CHANNEL BOTTOM SHALL BE STABILIZED AS NECESSARY.
3. IF THE SURFACE OF THE DRY SWALE BECOMES CLOGGED TO THE POINT THAT STANDING WATER IS OBSERVED ON THE SURFACE 48 HOURS AFTER PRECIPITATION EVENTS, THE BOTTOM SHALL BE ROTO-TILLED OR CULTIVATED TO BREAK UP ANY HARD-PACKED SEDIMENT, AND THEN RESEEDD.
4. VEGETATION IN DRY SWALES SHALL BE MOWED AS REQUIRED TO MAINTAIN MINIMUM GRASS HEIGHTS IN THE 4-6 INCH RANGE.
5. EVERY FIVE YEARS, THE CHANNEL BOTTOM OF DRY SWALES SHOULD BE SCRAPED TO REMOVE SEDIMENT AND TO RESTORE ORIGINAL CROSS SECTION AND INFILTRATION RATE, AND SHOULD BE SEEDDED TO RESTORE GROUND COVER, WHERE NECESSARY..



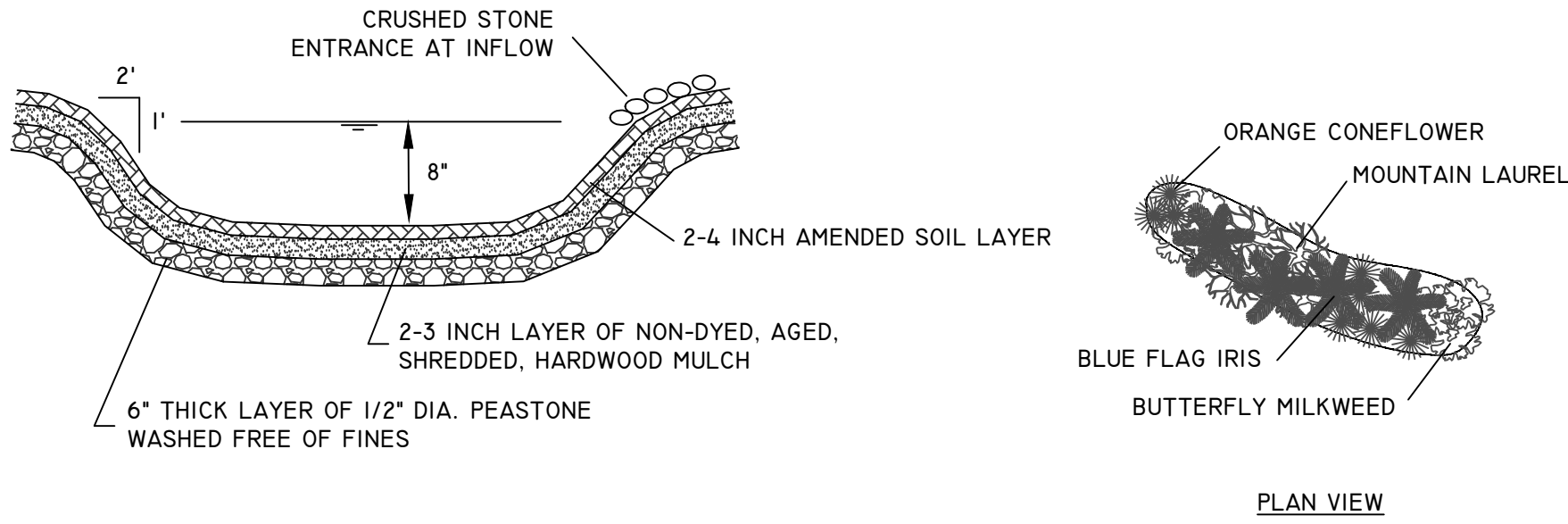
CROSS SECTION

TYPICAL SPACING BASED ON SLOPE GRADIENT

GENERAL NOTES

1. BEGIN AT THE LOCATION WHERE WATTLE IS TO BE INSTALLED BY EXCAVATING 2-3' DEED x 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
3. SECURE THE WATTLE WITH 18-24" STAKES EVERY 3-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE OF THE WATTLE LEAVING AT LEAST 2-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. CONTRACTOR IS RESPONSIBLE TO MAINTAIN INTEGRITY OF STRAW WATTLE FOR DURATION OF CONSTRUCTION.
5. EROSION CONTROLS TO REMAIN UNTIL SOIL CONDITIONS STABILIZE.
6. LOOSE HAY TO BE SPREAD ON AREAS OF EXPOSED LOAM & SEED UNTIL GERMINATION AND STABILIZATION OCCURS.

STRAW WATTLE (OR SILT SOCK) DETAIL
NOT TO SCALE



CROSS SECTION

PLAN VIEW

ROOF AREA (TYP): 3,000
SOIL TEXTURE: SANDY
RAIN GARDEN AREA: 120 SF - 25 PLANTS

TREATMENT

RAIN GARDEN TO BE 8" DEEP WITH A 2 - 4 INCH AMENDED SOIL LAYER (50/50 MIXTURE OF THE EXCAVATED NATIVE SOILS AND MATURE ORGANIC COMPOST) AND A 2 - 3 INCH LAYER OF NON-DYED AGED SHREDDED HARDWOOD MULCH.

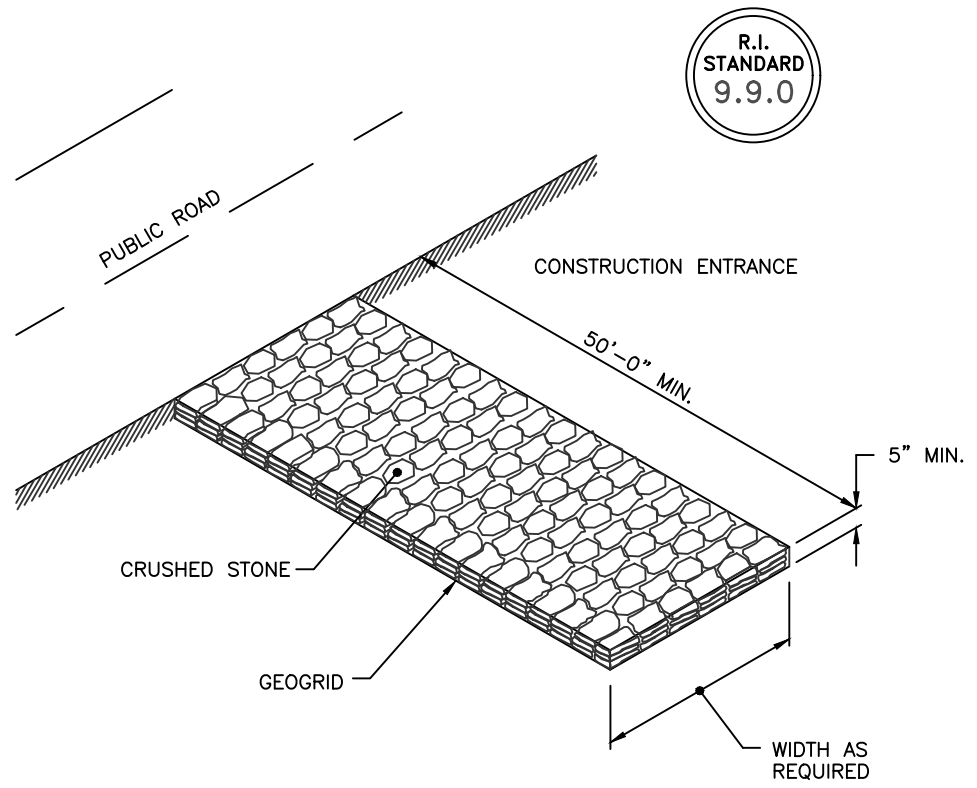
CONSTRUCTION

1. A CRUSHED STONE ENTRANCE SHOULD BE INSTALLED AT THE INFLOW TO PREVENT CHANNELING.
2. A BERM TO DETAIN STORMWATER SHOULD BE CONSTRUCTED ALONG THE DOWNHILL SIDE OF THE RAIN GARDEN, PERPENDICULAR TO THE SLOPE OF THE LAWN.
3. BE SURE THAT THE SOIL WITHIN THE RAIN GARDEN AREA DOES NOT BECOME COMPACTED BY CONSTRUCTION ACTIVITIES (I.E. HEAVY MACHINERY). IF SOIL BECOMES SEVERELY COMPACTED IT MAY NEED TO BE TILLED AND AMENDED TO MAINTAIN PROPER DRAINAGE.

MAINTENANCE

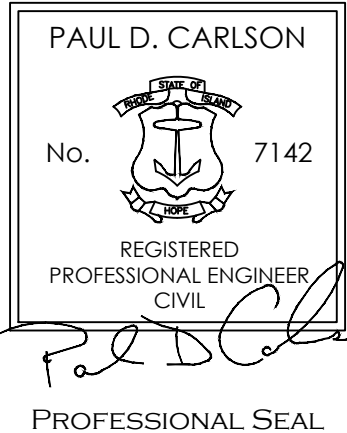
1. THE RAIN GARDEN SHALL BE INSPECTED FOLLOWING AT LEAST THE FIRST TWO PRECIPITATION EVENTS OF AT LEAST 1.0 INCH TO ENSURE THAT THE SYSTEM IS FUNCTIONING PROPERLY. THEREAFTER, THE RAIN GARDEN SHALL BE MONITORED AND MAINTAINED TO ASSURE PROPER FUNCTIONING, PLANT GROWTH AND SURVIVAL. PLANTS SHALL BE REPLACED ON AN AS-NEEDED BASIS DURING THE GROWING SEASON.
2. SILT/SEDIMENT SHALL BE REMOVED FROM THE RAIN GARDEN WHEN THE ACCUMULATION EXCEEDS ONE INCH, OR WHEN WATER PONDS ON THE SURFACE OF THE RAIN GARDEN FOR MORE THAN 48 HOURS). THE TOP FEW INCHES OF MATERIAL SHALL BE REMOVED AND SHALL BE REPLACED WITH FRESH SOIL MIXTURE AND MULCH.
3. PRUNING OR REPLACEMENT OF WOODY VEGETATION SHALL OCCUR WHEN DEAD OR DYING VEGETATION IS OBSERVED.
4. SOIL EROSION GULLIES SHALL BE REPAIRED WHEN THEY OCCUR.
5. FERTILIZER OR PESTICIDES SHALL NOT BE APPLIED TO PLANTS WITHIN RAIN GARDENS.
6. PERENNIAL PLANTS AND GROUND COVERS SHALL BE REPLACED AS NECESSARY TO MAINTAIN AN ADEQUATE VEGETATED GROUND COVER. ANNUAL PLANTS MAY ALSO BE USED TO MAINTAIN GROUND COVER.

RAIN GARDEN DETAIL
NOT TO SCALE



CONSTRUCTION ACCESS
NOT TO SCALE

MAJOR SUBDIVISION - MASTER PLAN
DETAILS AND NOTES



"WHIPPLE FARM"
AP 42 LOT 11A
WHIPPLE ROAD, SMITHFIELD, RI

APPLICANT: MICHAEL & MONIQUE SABATINO
24 ONADEGA ROAD, NARRAGANSETT, RI

JOB # 22-122 SCALE: 1" = 50' DRAWN BY: PDC DATE: 5/10/23

REVISED:



InSite Professional Complex, Suite 1
1539 Fall River Avenue, Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
501 Great Road, Unit 104
North Smithfield, RI 02896
Phone: (401) 762-2870 Fax: (401) 762-2871
Web Address: InSiteEngineers.com

SHEET
5
OF 5



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: REQUEST FOR AWARD OF THE SMITHFIELD HIGH SCHOOL,
BOYLE ATHLETIC FIELD COMPLEX, GRANDSTAND WITH PRESS-BOX.

DATE: SEPTEMBER 27, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS
JAMES M. PARTRIDGE, ROWSE ARCHITECTS
JOHN RACINE, RGB ARCHITECTS, PROJECT OPM

BACKGROUND:

The Boyle Athletic Complex Building Committee at their September 7, 2023 meeting reviewed and approved moving forward with obtaining proposals for pricing on the materials and labor portions for the Grandstand with Press Box for the Boyle Athletic Field Complex. The rationale behind this decision is that the original cost previously obtained from the lowest qualified bidder through the Request for Proposal (RFP) process for this part of the project was higher than the allocated budget. The cost difference is mostly due to the mark-up applied to the manufacturer's actual cost of material and labor. The decision was made to ask the Purchasing Agent to reach out to the three (3) manufacturers capable of supplying the specified Grandstand and Press Box and obtain proposals.

The three (3) manufactures are: Southern Bleacher Co. Inc., Dant Clayton, and GT Grandstands. The Purchasing Agent has confirmed that all three manufacturers are part of purchasing cooperatives approved by the State of Rhode Island. During this process, two (2) standard seat capacities were quoted. Option 1 was for 550 seat capacity and Option 2 was for 487 seat capacity.

Two (2) proposals were received, one manufacturer, G.T. Grandstands declined to provide a proposal. Of the two (2) remaining bidders, the lowest qualified bidder for both Option 1 & 2 was Dant Clayton, located in Louisville, KY.

Dant Clayton provided a total Grandstand material cost for Option 1 - 550 seat capacity of \$184,540 and the associated Press Box material cost of \$124,460. The installation costs associated with the Grandstand are \$93,500 and the Press Box installation costs are \$16,500.00. The Total cost for Option 1, including materials, installation, and freight of \$30,000 is \$449,000.

For Option 2 – 487 seat capacity the total Grandstand material cost is \$128,660 and the Press Box material cost is \$126,726. The Installation costs associated with the Grandstand are \$90,857.35 and the Press Box installation costs are \$16,033.65. The Total cost for Option 2 including materials, installation, and freight of \$27,100 is \$389,377.00.

FINANCIAL IMPACT:

Thru the Boyle Athletic Field Project funds.

ATTACHMENTS:

Copy of the two proposals, bid tabulation and review letter from John Racine, RGB Architects acting as the Owner Project Manager.

MOVED:

That the Smithfield Town Council authorize the Town Manager to enter into a contract with Dant Clayton, through the Sourcewell Contract #091719-DCT, for the purchase of the Boyle Athletic Complex Grandstand and Press Box materials with an option for installation in an amount not to exceed \$449,000 based on final action by the Boyle Athletic Complex Building Committee at their October 5, 2023 meeting and pending final review by the Town Solicitor.

The Boyle Athletic Complex Building Committee will select one of the following alternatives at their October 5th meeting:

Alternative 1 - 550 seat capacity Grandstand at a cost of \$184,540 in materials and associated Press Box with a cost of \$124,460 in materials. The Installation costs associated with the Grandstand is \$93,500 and the Press Box installation costs are \$16,500. The Total cost for Option 1, including freight of \$30,000.00 is \$449,000.

OR

Alternative 2 – 487 seat capacity Grandstand at a cost of \$128,660 in materials and associated Press Box with a cost of \$126,726 in materials. The Installation costs associated with the Grandstand are \$90,857.35 and the Press Box installation costs are \$16,033.65. The Total cost for Option 2 including freight of \$27,100 is \$389,377.



architecture
project management
interior design

September 27, 2023

Smithfield Public Schools
49 Farnum Pike
Smithfield, RI 02917

**Re: Boyle Field Athletic Complex
Grandstands and Press Box Response Reviews
RGB #6384-3.5**

Dear Smithfield Public Schools:

The Smithfield Public School (SPS) department, through the Town of Smithfield's purchasing office solicited proposals from three grandstand and bleacher manufacturers and suppliers. The three manufacturers and suppliers are part of the Purchasing Cooperatives that the Town of Smithfield is authorized to use. The solicitation was for the supply and install (as an alternate) of the Grandstand and Press Box structures at the Boyle Field Complex. This Request for Proposals (RFP) yielded 2 responses. Bids were received from the following companies:

- Southern Bleachers Company, Inc.
- Dant Clayton

As noted in the attached Bid Tabulation, Dant Clayton is the low bidder.

Preliminary review of the bids shows that both companies carried the supply and installation of the structures in their bids. RGB can offer the following observations:

Dant Clayton and Southern Bleachers Company each provided pricing for the design, fabrication, delivery/freight, and the installation of the Grandstand structure and the Press Box. Neither carried the supply and installation of the pier footings. The pier work will need to be performed by a separate contractor.

During the due diligence process, it was noted that Dant Clayton provided a price for a pre-designed system that it offers as a package. The seat count was 487 seats, which is less than the 550-seat capacity indicated in the proposal request and that was priced by Southern Bleacher Company. Therefore, the Town requested additional pricing from Dant Clayton for the specified 550-seat Grandstand so that an equal comparison in pricing could be made between both companies. In addition, the Town requested Southern Bleachers Company to provide pricing for a 487-seat Grandstand installation, as a secondary means of comparison.

The due diligence exercise results identified Dant Clayton as the low bidder for the Grandstands and Press Box for both seat capacity options. The following is a per seat cost comparison (including the Press box and installation):

- 550 Seats – Dant Clayton: \$816.36
- 550 Seats – Southern Bleachers: \$869.04



Town of Norwood Smithfield Public Schools
Boyle Field Building Committee
Grandstand and Press Box Response Review
RGB #6683-3
September 27, 2023

Page 2 of 2

- 487 Seats – Dant Clayton: \$799.54
- 487 Seats – Southern Bleachers: \$940.39

Southern Bleachers Company offers very competitive pricing for the 550-seat Grandstand configuration. However, when including the Press Box cost and installation, Southern Bleachers' pricing becomes less competitive.

In conclusion, based on the review of the submitted packages received, the feedback provided by Town Purchasing, and information from the manufacturing teams provided during the due diligence exercise, Dant Clayton is the lowest responsive bidder for the entire Grandstand and Press Box package. Therefore, RGB would support engaging Dant Clayton for the purchase and installation of the Grandstands and Press Box for the Boyle Field Athletic Complex Improvements project. The number of seats ultimately selected shall be confirmed by the Boyle Field Building Committee.

Please let me know how you would like to proceed and contact me should you have any additional questions.

Respectfully submitted,

A handwritten signature in black ink that reads 'John Racine'.

John Racine, AIA, NCARB, LEED AP
Principal
RGB architects



TOWN OF SMITHFIELD & SCHOOL DEPARTMENT

BID TABULATION

REVISED on September 26, 2023

PROJECT: Smithfield High School - Grandstand, Bleachers and Press-box Proposal

PREPARED BY: CARLOS SANTOS PURCHASING AGENT



SMITHFIELD
SCHOOL DEPARTMENT

RESPONDER NAME & ADDRESS	ITEMS	COST	TOTAL
Southern Bleacher Company Inc. PO Box: One 801 Fifth Street Graham, TX 76450 Phone: 800-433-0912 Attn: Reece Rogers	OPTION 1-Base Bid: 550 seat-Home Grandstand & Press box-		
	Grandstand Material Cost:	\$131,325.00	
	Grandstand Installation Cost:	\$142,045.00	
	Press Box Material Cost:	\$156,987.00	
	Press Box Installation Cost:	\$27,693.00	
Pricing Reflects: TIPS Coop Contract 20080101	Freight Cost:	\$19,920.00	
	TOTAL for OPTION 1 - 550 seat Grandstand & Press box:		\$477,970.00
	OPTION 2 - 487 seat - Home Grandstand & Press Box-		
	Grandstand Material Cost:	\$111,325.00	
	Grandstand Installation Cost:	\$142,045.00	
** Concrete Supplied by others	Press Box Material Cost:	\$156,987.00	
	Press Box Installation Cost:	\$27,693.00	
	Freight Cost:	\$19,920.00	
	TOTAL for OPTION 2 - 487 seat Grandstand & Press Box:		\$457,970.00
Dant Clayton 1500 Bernheim Lane Louisville, KY 40210 Attn: Matt Dougherty Phone: 502-608-6744 ext. 230 Pricing Reflects: Sourcewell contract # 091719-DCT	OPTION 1 - Base Bid: 550 seat - Home Grandstand -		
	Grandstand Material Cost:	\$184,540.00	
	Grandstand Installation Cost:	\$93,500.00	
	Press Box Material Cost:	\$124,460.00	
	Press Box Installation Cost:	\$16,500.00	
** Concrete Supplied by others	Freight Cost:	\$30,000.00	
	TOTAL for OPTION 1 - 550 seat Grandstand & Press Box:		\$449,000.00
	OPTION 2 - 487 seat - Home Grandstand -		
	Grandstand Material Cost:	\$128,660.00	
	Grandstand Installation Cost:	\$90,857.35	
REFERRED TO THE SCHOOL DEPARTMENT EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE SCHOOL COMMITTEE AND TOWN COUNCIL FOR APPROVAL.	Press Box Material Cost:	\$126,726.00	
	Press Box Installation Cost:	\$16,033.65	
	Freight Cost is included:	\$27,100.00	
	TOTAL for OPTION 2 - 487 seat Grandstand & Press Box:		\$389,377.00

DANT CLAYTON

The Next Level

Quotation

1500 Bernheim Ln
Louisville, KY 40210
(502) 634-3626 www.dantclayton.com

Quotation For:
Smithfield Schools
49 Fornum Pike
Smithfield, RI
2917
csantos@smithfieldri.gov

Bill To:
Carlos Santos
49 Fornum Pike
Smithfield, RI
2917
csantos@smithfieldri.gov

DATE 9/14/2023
Project Number 49640

Project Name: Smithfield HS

State: RI
County: Providence
Market: K-12 Public
Prepared by: Matt Dougherty
Phone: 800-467-3655 x230
email: mdougherty@dantclayton.com

487 SEAT CAPACITY

Comments or Special Instructions:

Sourcewell Contract #: 091719-DCT

Quotation valid until: 10/14/2023

SALESPERSON	P.O. NUMBER	SHIP VIA	F.O.B. POINT	PAYMENT TERMS
Dougherty			Jobsite	* See Below

GAME READY GRANDSTAND CHAMPIONSHIP SERIES Base Quotation (Material Pricing)

Plus delivery

PRODUCT ID	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
G14R66	I Beam Grandstand, 14 Rows x 66 LF Grandstand, 42" Walkway, Mill Finished Deck, 13/26 Rise/Run, Black Vinyl Chain Link Fence, Field Side Riser Closure, Galvanized Steel, GREEN Powder Coat Risers, Anodized Seats	1	\$124,865	\$124,865
URAMP	Ramp	1	\$10,434	\$10,434
STAIR	Stair	2	\$2,575	\$5,150
PLTF	Platform	1	\$2,469	\$2,469
14 PB(8 x 24)	Type 1 PB - 8 ft x 24 ft with Filming platform, Full Interior partition(s) with doors and windows, HVAC Heating Unit(s), Vinyl Windows, Metal Siding, Aluminum Countertops, Steel Door(s) with Steel Frame, Data/Sound Package, 100A Single Phase Power Supply	1	\$124,460	\$124,460
SUBTOTAL				\$267,378
TAX				
TOTAL (Materials only)				\$267,378

Add-on Items

ADD-ONS	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Installation	Preliminary Installation Budget	1	\$106,891	\$106,891
Concrete	Preliminary Concrete Budget			
Contract	Add for Contract vs Purchase Order			
Progress Billing	Add for Monthly Progress Billing	1	\$3,201	\$3,201
Construction Affidavit	Construction Affidavit	1	\$2,632	\$2,632
Admin	Project Administration and Insurance	1	\$9,275	\$9,275
Buyouts	Buyouts			
SUBTOTAL				\$121,998
TAX				
Total (Add ons)				\$121,998
Total (Materials plus add ons)				\$389,377

THANK YOU FOR YOUR BUSINESS!

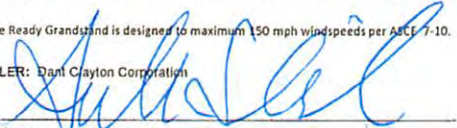
Above prices are good for 30 days.

Signing this quotation denotes a contract when accepted and approved and will be subject to terms and conditions of this quotation. Return signed original to place an order.
If Sales Tax is not applicable, please provide certificate of exemption. Please see attachment for general terms and conditions. * Payment Terms: 30% down payment required to process the order, balance Net 30. AIA AGREEMENTS ARE NOT ACCEPTED.

Game Ready Grandstand is designed to maximum 150 mph windspeeds per ASCE 7-10.

SELLER: Dant Clayton Corporation

PURCHASER:

Signature: 
AMANDA S. CAFFARO / Corp Sec.
Print Name / Title

Signature _____ Date _____
Print Name / Title _____

DANT CLAYTON CORPORATION
TERMS AND CONDITIONS - PRICE QUOTE

1. Entire Agreement: The terms and conditions as hereinafter written shall supersede the terms and conditions of Buyer's order, invoices or any other document in the event of contradiction or inconsistency herewith and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on the Seller, unless expressly accepted in writing. Acceptance of delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.

2. Delivery and Risk of Loss: This quote is based on current freight rates and the price for materials is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. All materials shipped in accordance with the terms and conditions described in this quote are F.O.B. place of shipment.

3. Credit, Terms of Payment, and Order Acknowledgment: The quote is conditioned upon acceptance by Seller and approval of Buyer's credit and/or credit arrangements satisfactory to Seller. Interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law, whichever is less, will be charged on past due accounts. Seller may suspend the credit arrangements and refuse shipment whenever Seller believes Buyer's credit is unsatisfactory, unless and until satisfactory assurances for payment to Seller are made. The collection notion is undertaken on any unpaid amounts. Buyer agrees to pay all costs of collection and reasonable attorney fees.

5. Taxes: Unless otherwise specified, prices do not include sales, use, excise or similar taxes or duties. If Seller should be required to pay the same, the prices will be increased accordingly.

6. Delays and Force Majeure: Seller's shipping dates are approximate and Seller shall be given a reasonable time in which to make delivery of materials. In no event shall Seller be liable for any delay or damages due to occurrences or circumstances beyond Seller's control. Seller is not subject to any liquidated damages.

7. Unloading and Demurrage: All unloading shall be done by Buyer. Buyer shall bear all costs of all demurrage for delays in unloading and responsibility for damages to person or property resulting from such unloading. Damages in shipping noted at time of delivery.

8. Examination of Materials: Buyer shall examine materials promptly upon receipt of delivery from the carrier. It is the buyer's responsibility to inventory all items received. Buyer must notify Dant Clayton (A) within two (2) working days of receipt of materials of any shortages, damage or discrepancies from the "Bill of Lading or Freight Bill" and (B) within seven (7) working days of receipt of materials of any shortages or discrepancies from the "Packing List." Failure to advise Dant Clayton constitutes acceptance of the materials and shall relieve Seller from any claim by Buyer for shortages, damages, workmanship or quality and shall constitute a waiver by Buyer of all claims with respect to said materials.

ALUMINUM STAINING IS TYPICAL IN THE BLEACHER GRANDSTAND INDUSTRY. ALUMINUM WALKING SURFACES ARE "MILL" FINISH AND ARE THEREFORE SUBJECT TO OXIDATION. THIS OXIDATION IS EXACERBATED BY TRAPPED MOISTURE WHICH HAPPENS DURING MATERIAL PACKAGING, SHIPPING AND/OR STORAGE AND MANIFESTS ITSELF BY STAINING FROM A BLACK TO A CHALKY WHITE COLORATION. THESE STAINS BECOME LESS NOTICEABLE OVER TIME BY NORMAL USAGE AND EXPOSURE TO THE ATMOSPHERE. MOISTURE STAINS HAVE NO EFFECT UPON PERFORMANCE OR STRENGTH OF THE MATERIAL.

9. Warranty: Subject to the provisions as to notice in paragraph 8 above, materials are guaranteed to be substantially free from defects on material and workmanship under normal use and service for a period of one (1) year from invoice date.

THE FOREGOING WARRANTIES ARE EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANT ABILITY, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE MATERIALS SOLD, DELIVERED AND FURNISHED. IN NO EVENT WILL SELLER BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, INDIRECT OR CONSEQUENTIAL

10. Maximum Liability and Indemnifications: To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connections with the performance of this quote for any and all reason, shall be limited to the sale price of the materials sold. All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable. Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller for any reason in connection with or arising out of the performance of this quote.

11. Compliance with Applicable Laws: Seller certifies that its materials are produced in compliance with the Fair Labor Standards Act as amended, the Fair Employment Practices Law, as amended, and the regulations and orders issued pursuant thereto. It is the buyer's responsibility to determine compliance with all state and local laws and building codes.

12. Lien Rights and Security Interest: Seller retains any and all lien rights available to the fullest extent allowed by law. Buyer hereby grants Seller as a security interest in the materials sold hereunder (and any proceeds thereof) which are deemed to be personal property and further agrees to execute and delivery such additional documents relating to the creation and perfection of such security interest to secure all obligations of payment of the Buyer hereunder as the Seller may request.

13. Seller's Remedies: In the event of default by Buyer (1) Seller shall be under no obligation to continue the described work or make any further deliveries; (2) Seller may seek remedies in accordance with Article II of the Uniform Commercial Code and any applicable law; (3) Seller may recover from Buyer the cost of any services and materials prepared or furnished. These remedies shall be deemed cumulative and the exercise of any remedy shall not exclude any other remedy.

agreement.

15. Severability: If any of the terms and conditions of this quote are found to be unenforceable, the remaining terms and conditions shall remain in full force and effect. If any provision herein is more restrictive than permitted by applicable law, that provision shall be enforced to the extent permitted by applicable law.

16. Amendment: These terms and conditions and the quote may not be amended or revised except in writing signed by a duly authorized representative of Buyer and Seller.

17. Retainage and Progress Billings: No retainage will be acceptable. Standard pricing excludes progress billings. Additional fees will apply if progress billing is required.



Southern Bleacher Company, Inc.

P: 800.433.0912 | F: 940.549.1365
P.O. Box One | 801 Fifth St. | Graham, TX 76450
www.SouthernBleacher.com
[Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#)

September 26, 2023 Smithfield, RI - Smithfield High School - Grandstand, Press Box and Bleachers Proposal
Southern Bleacher is pleased to provide you with the following quote for the above referenced project.

Pricing reflects TIPS COOP Purchasing. Vendor Contract 20080101 (Auditorium, Stadium, Field Seating, Bleachers, and Installation Services) by The Interlocal Purchasing System (TIPS). Please forward PO to both Southern Bleacher and TIPSUSA. Southern Bleacher is not responsible for sending Pos to COOP.

Above Concrete Supplied by Others:

BASE BID:

Home Grandstands *550 SEAT GRANDSTAND*

Materials / Freight / Installation

LUMP SUM \$293,350.00

DEDUCT to go to 487 seat Grandstand

DEDUCT (\$20,000.00)

BREAKOUT

Materials – \$131,325.00

Freight – \$19,980.00

Labor – \$142,045.00

Home Press Box Add Alt

Materials / Freight / Installation

ADD \$184,620.00

BREAKOUT

Materials – \$121,350.00

Freight – \$12,100.00

Labor – \$51,170.00

Visitor Angle Frame Bleachers

Materials / Freight / Installation

LUMP SUM \$97,980.00

BREAKOUT

Materials – \$47,350.00

Freight – \$9,800.00

Labor – \$40,830.00

Our Home Grandstand estimate includes:

- Grandstand +/-90' of 12 row *per layout on Sheet L3.08*
- **Horizontal Beam Design with galvanized steel support structure.**
- 12" rise and 24" tread depth per row.
- Interlock 2000 decking system with integral gutter stringers per L3.09
- **Anodized aluminum seats, Dur-Kyn painted aluminum riser boards and mill finish treads.**
- **Front walkway elevated 36" and 74" wide**
- **Dur-Kyn painted riser façade on front of grandstand from front walkway tread to within 2" of grade.**
- 2 stairs to front walkway and 1 ADA compliant ramps for access to front walkway.
- Anodized aluminum handrails and half steps at aisles locations.
- 6 gauge black vinyl chain link fence 2" mesh on front, rear and sides and all exits.
- Manufacturing (**AISC approved facility**) and shipping materials needed for complete installation.
- Receiving and setting all of our structural steel, aluminum planking, guard railing.
- Sealed shop drawings by state authorized engineer.

Our ADD ALT estimate for Pressbox and Understructure includes:

- 8' X 24' half sloping front Pressbox with two landings (2 doors per drawing)
- Galvanized steel understructure
- Receiving and setting all of our structural steel, aluminum planking, guard railing for pressbox.
- 2 rooms with 2 thru walk heat/ac units.
- 70 degree ships ladder and roof hatch for film deck access.
- 1/8" Thick steel roof – Anodized Aluminum working counter – 24x24 acoustical ceiling per L3.07

Our Visitor Bleacher - angle frame estimate includes:

- (6) 21' of Non-Elevated Angle Frame Bleacher.
- Galvanized steel support structure per layout
- **8" rise and 24" tread depth per row.**
- Anodized 2x10 aluminum seats, anodized aluminum risers and mill finished treads.
- Anodized aluminum handrails at aisles locations.
- Manufacturing (**AISC approved facility**) and shipping materials needed for complete installation
- Receiving and setting all of our structural steel, aluminum planking.
- Sealed shop drawings by state authorized engineer

BID Excludes:

- Any state or local use/sales taxes
- Any bonds, fees, or permits.
- Any indemnification for sole negligence and/or willful misconduct by the contractor or his contractors.
- Any site work including, but not limited to, rough / final grading, asphalt, gravel, concrete sidewalks.
- **Any layout, excavation, installation, backfilling or grouting of concrete foundations and or pads needed for Grandstand, bleachers and pressbox.**
- Electrical feed and final hook up to panel box in press box.
- Any auxiliary equipment or special wiring in press box such as public address system, scoreboards, etc....
- Any demolition.
- **Any Union Labor**
- **Handicap accessibility to any level or building except to front walkway of home grandstands.**
- Any testing or inspections.
- Any costs of cleanup crews provided by others.
- Any cutting or patching for other trades.
- Any on-grade fencing.
- Any item not listed in above inclusions.

Notes:

- Site areas may be disturbed due to delivery of materials and installation. We have not included any costs to re-grade, reseed or repair any site areas disturbed during the construction of the bleachers and press box.
- General contractor shall provide permanent bench mark and control points for grandstands/ bleachers locations and elevations.
- **General contractor/Owner shall provide access to the site and to footprint of bleacher/grandstand/press box for materials and equipment.**
- **Pricing assumes access to with 35' with crane for setting press box.**
- General contractor shall provide staging area adjacent to jobsite for materials and equipment.
- Delivery drivers will be owner / operators.
- Southern will provide cleanup of our debris to a central location to be removed by others.

Current Lead times –

5 weeks for submittal drawings

170 days after receipt of approved shop drawings for detailing, fabrication and delivery of materials

4-5 weeks for installation

Above pricing is valid for 30 days and for deliveries within 12 months.

For more information about our company, visit our website at www.southernbleacher.com.

If you have any questions, please call me at (800) 433-0912.

Respectfully submitted,



Reece Rogers

Regional Sales Manager



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: September 27, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Public Trust Land

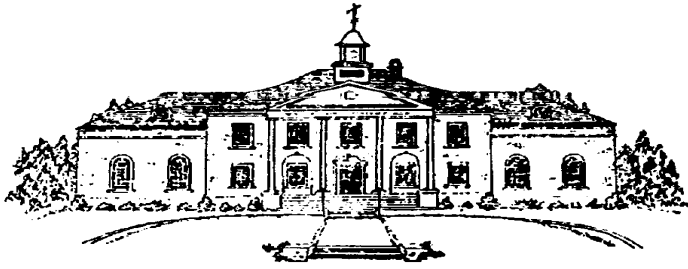
Attached is a resolution that will result the attached list of open space lands to be held in the Municipal Public Trust under Title 45 R.I.G.L Gen Law 45-36-1-3. Lands protected in this way will be perpetually protected from conversion to a use other than the use for which it was originally obtained and is an additional protect for these open space areas. School and active recreational properties have been removed from the proposed list of Public Trust properties.

The Land Trust voted to recommend that the Town Council adopt this resolution in February of this year.

Recommended Motion: That the Smithfield Town Council hereby adopts the attached resolution to place the listed properties in the Municipal Public Trust to perpetually protect them from conversion.

Attachments:

Proposed Resolution
List of Public Trust Properties
Property Deeds
Land Trust Resolution
R.I.G.L Gen Law 45-36-1-3 – Municipal Public Trust Dedication



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE (401) 233-1010 FAX (401) 233-1080

THE TOWN OF SMITHFIELD STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE TOWN COUNCIL DEDICATING CERTAIN MUNICIPAL LAND AS PUBLIC TRUST LAND IN ACCORDANCE WITH 45 R.I.G.L. 36.1-3

WHEREAS: Based on a unanimous vote of the Land Trust recommending that the Town Council adopt a Resolution conferring certain properties to the Municipal Public Trust in accordance with Title 45 R.I.G.L Gen Law 45-36-1-3.; and

WHEREAS: The Comprehensive Community Plan calls for the Town to ensure that there is sufficient open space protected in perpetuity to maintain the character of the town of Smithfield and ensure that public property is well managed and maintained for public use; and

WHEREAS: The Comprehensive Community Plan calls for the Town to ensure that dedicated open space remains as protected land by enacting multiple layers of protection.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That the following municipal land is placed in public trust to be perpetually protected from conversion to a use other than the use for which it was originally obtained and from development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the Town of Smithfield and the State of Rhode Island and as a natural environment for the people of the Town of Smithfield and the State of Rhode Island in accordance with 45 R.I.G.L. 36.1-3. A copy of this resolution shall be recorded by the Town Clerk in the land evidence records of the Town of Smithfield for each parcel listed below.

Passed as a Resolution of the Smithfield Town Council this 3rd day of October, 2023.

In witness whereof I have hereunto
Set my hand and affixed the official
Seal of the Town of Smithfield this
3rd Day of October, 2023.

Lyn Antonuccio, Town Clerk

by the Smithfield Town Council

T. Michael Lawton, President

Title 45

Towns and Cities

Chapter 36.1

Municipal Public Trust Dedication

R.I. Gen. Laws § 45-36.1-3

§ 45-36.1-3. Process for municipal declaration of municipal land as public trust land.

Cities and towns may formally dedicate any property they hold for use as a park or for other conservation purposes as a public trust land, to be perpetually protected from conversion to a use other than the use for which it was originally obtained and development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the state and as a natural environment for the people of the state through a duly approved resolution of a city or town council or through any other legally sufficient municipal process. The resolution or other municipal approval shall be recorded in the municipal land evidence records.

History of Section.

P.L. 2021, ch. 135, § 1, effective July 3, 2021; P.L. 2021, ch. 136, § 1, effective July 3, 2021.

Smithfield Land Trust Meeting of February 2, 2023

Cheryl Iannotti made a motion, seconded by Russell Potter, the Land Trust requests the Town Council to adopt a Resolution to deem properties in the Municipal Public Trust as by Title 45 R.I.G.L Gen Law 45-36-1-3. The vote on the motion as all in favor and the motion passed.

Resolution: The Smithfield Land Trust resolved to deem properties under RIGL 45-36.

List the properties to be placed in the public Trust: Fee based purchased properties

Wolf Hill Plats: Plat 43 Lot 72, Plat 46 Lot 166, Plat 46 Lot 156

Latham Brook Preserve Plat 49 Lot 6B

Matteo Farm Plat 47 Lot 276

Olivia's Forest Plat 42 Lot 254

561 Douglas pike Plat 45 Lot -091

Mowry Property Plat 49 Lot 139

Greenville Nature Reserve Plat 44 Lot 70

265 287 Mountindale Rd Plat 43 Lot 077, Plat 46 Lot 170

105 Clark Rd Plat 45 Lot 072

230 Farnum Pike (Wolf Hill) Plat 46- Lot 15

Pavao Plat (Evans Rd) Plat 47 Lot 13A

Jim Russell Conservaton Area Plat 47 Lot 219

Smithfield Public Trust Land

	Name	Location	Acres	Uses	Owner	Plat/Lot	
1	Latham Brook Preserve	Latham Farm Road	12.3	Trails	Land Trust	Plat 49/ Lot 6 ~~B~~	
2	Mowry Conservation Area	Old Forge Road	46	Active Conservation	Town	Plat 49/ Lot 13	
3	Rogler Farm/Farnum Pike	39, 40 Rogler Farm Road	2.9	Unimproved Conservation	Town	Plat 49D/ Lot 11 ; Plat 49D/ Lot 12	
4	Hanton City	Hanton City Trail	105.3	Unimproved Conservation	Land Trust	Plat 49 Lots 82, 87, and 89	
5	Mowry Property	Old Forge Road	19.7	Active Conservation	Land Trust	Plat 49, Lot 139	
6	Connors Farm Conservation Area	Connors Farm Drive	56.8	Active Conservation	Town	Plat 47, Lot 193	
7	Jim Russell Conservation Area	Burlingame Road	42.6	Active Conservation	Land Trust	Plat 47, Lot 219	
8	Pavao Plat	Evans Road	6.49	Subdivision Donation	Land Trust	Plat 47, Lot 13A	
11	Matteo Farm	Swan Road	51.29	Farmland/ Conservation	Land Trust	Plat 47, Lot 276	
13	Wolf Hill Forest Preserve	Mountandale Road/ Farnum Pike	293	Active Conservation	Land Trust	Plat 43, Lot 72; Plat 46, Lots 156 and 166	
14	Mercer Lookout	Wolf Hill Road	24	Active Conservation	Town	Plat 43, Lot 71	
16	Wolf Hill/ Mountandale	Mountandale Road/ Carlton's Way	12.8	Active Conservation	Town	Plat 43, Lot 165	
20	Whipple Field Conservation Area	Fenwood Avenue	8	Unimproved Conservation	Town	Plat 23, Lot 70A; Plat 24, Lots 61B and 61C	
21	Esmond Park	Farnum Pike/ Esmond Street	4.85	Active Conservation	Town	Plat 24, Lot 69; Plat 25, Lots 47B and 47C	
24	Cascade Brook	Mapleville Road	27.28	Active Conservation	Town	Plat 44, Lot 107A	
25	Greenville Nature Preserve	Smith Avenue/ Sophia Lane	28.33	Active Conservation	Land Trust	Plat 44, Lot 70	
26	Hanson property	13 Wadsworth Drive	16.42	Unimproved Conservation	Town	Plat 42, Lot 130A	
27	Village at Summerfield Donation	Ridge Road/Crest Circle	28.55	Unimproved Conservation	Town	Plat 42, Lot 99	

28	Wenscott Conservation Area	Douglas Pike	7.6	Unimproved Conservation	Town	Plat 42, Lot 39	
29		561 Douglas Pike			Land Trust	Plat 45, Lot 91	
30		265-287 Mountaindale Road			Land Trust	Plat 43, Lot 77; Plat 46, Lot 170	
31		105 Clark Road			Land Trust	Plat 45, Lot 72	
32	Wolf Hill	230 Farnum Pike			Land Trust	Plat 46, Lot 15	

① 49/6.8

INST: 00012769
Bk: 772 Pg: 159**WARRANTY DEED**

LEES FARM COMMONS, INC., a corporation organized and existing under the laws of the State of Rhode Island, *for consideration paid in the amount of SEVEN HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN (\$757,557.00) DOLLARS, grant to the SMITHFIELD LAND TRUST*, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, as a **SOLE TENANT**,
with WARRANTY COVENANTS:

FOR DESCRIPTION OF THE CONVEYED PREMISES SEE
EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY REFERENCE.

The Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as the Grantor is a Rhode Island corporation, as evidenced by affidavit.

IN WITNESS WHEREOF, the said **LEES FARM COMMONS, INC.**, has caused these presents to be signed and its corporate seal to be hereunto affixed by its duly authorized officer this 22nd day of NOVEMBER, 2010.

LEES FARM COMMONS, INC.,

By: William Santoro Vice Pres
WILLIAM SANTORO, Vice President

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 22nd day of NOVEMBER, 2010, before me personally appeared **WILLIAM SANTORO**, the **Vice President** of **LEES FARM COMMONS, INC.**, to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation, and he acknowledged said instrument, by him executed, to be his free act and deed, individually, and in said capacity, and the free act and deed of the said **LEES FARM COMMONS, INC.**

Timothy F. Kane
NOTARY PUBLIC

My commission expires: 9-14-2012

Grantee's address:

3032.00
TAX \$: 1122.10
DATE: 11/22/10
RECORDED: 11/23/10
008266
SMITHFIELD
REAL ESTATE CONVEYANCE

INST: 00012749
Bk: 772 Pg: 160

EXHIBIT "A"

New Lot 6B

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

Beginning at a point in the northerly line of Log Road, said point being the most northeasterly corner of The State of Rhode Island Department of Environmental Management and the most southeasterly corner of the herein described parcel;

thence proceeding in a general northwesterly direction a distance of twenty-seven and 04/100 (27.04) feet along the arc of a curve to the right, said curve having a radius of twenty-five and 00/100 (25.00) feet and a delta angle of 61°-57'-49", bounded northeasterly by land now or formerly of the State of Rhode Island Department of Environmental Management, to the point of tangency;

thence proceeding in a northwesterly direction a distance of two hundred ninety-four and 74/100 (294.74) feet, bounded northeasterly by said State of Rhode Island land, to a point;

thence turning an interior angle of 294°-27'-18" and proceeding in a southeasterly direction a distance of one hundred ninety and 64/100 (190.64) feet, bounded southwesterly by said State of Rhode Island land, to a stone bound;

thence turning an interior angle of 183°-33'-12" and proceeding in a southeasterly direction a distance of three hundred eight and 30/100 (308.30) feet, bounded southwesterly by land of Kevin P. & Licette A. Walker, to a point;

thence turning an interior angle of 71°-40'-48" and proceeding in a northeasterly direction a distance of six hundred thirty and 50/100 (630.50) feet, bounded southeasterly by land now or formerly of Paul A. Trask, to a point;

thence turning an interior angle of 87°-27'-18" and proceeding in a westerly direction a distance of five hundred eighty and 84/100 (580.84) feet, bounded northerly by land now or formerly of Mark E. Amesbury, to a drill hole at the end of stonewall;

thence turning an interior angle of 272°-28'-56" and proceeding in a northeasterly direction a distance of four hundred fifteen and 80/100 (415.80) feet, bounded southeasterly by said Amesbury land, to a point;

thence turning an interior angle of 90°-12'-23" and proceeding in a northwesterly direction a distance of two hundred and 00/100 (200.00) feet, bounded northeasterly by land now or formerly of Steven J. & Karen A. Franko, to a point in the easterly line of Burlingame Road;

thence proceeding in a general southwesterly, westerly and northwesterly direction a distance of one hundred fifty-seven and 28/100 (157.28) feet along the arc of a curve to the right, said curve having a radius of fifty and 00/100 (50.00) and a delta angle of 180°-13'-46", said curve being the cul-de-sac at the southerly terminus of Burlingame Road as shown on a plan entitled "Wionkheige Valley Estates Section No. 5 Smithfield, Rhode Island Eastwood Enterprises, Inc." filed on plat card #141, to a point in the westerly line of Burlingame Road;

thence proceeding in a northwesterly direction a distance of three hundred fifty and 00/100 (350.00) feet, bounded northeasterly by land now or formerly of Wionkhedge Associates Inc., to a point;

INST: 00012769
Bk: 772 Pg: 161

thence turning an interior angle of 275°-00'-00" and proceeding in a northeasterly direction a distance of five hundred sixty-five and 00/100 (565.00) feet, to a point;

thence turning an interior angle of 160°-00'-00" and proceeding in a northwesterly direction a distance of nine hundred forty-seven and 65/100 (947.65) feet, to a point;

thence turning an interior angle of 78°-57'-08" and proceeding in a southwesterly direction a distance of four hundred sixty-five and 20/100 (465.20) feet, to a point;

thence turning an interior angle of 272°-43'-47" and proceeding in a northwesterly direction a distance of one thousand fifty-nine and 01/100 (1059.01) feet, bounded northeasterly by Lees Farm Commons, Inc., land, to a drill hole on a stonewall;

thence turning an interior angle of 185°-12'-47" and proceeding in a northwesterly direction a distance of one hundred twenty-four and 54/100 (124.54) feet, bounded northeasterly by said Lees Farm Commons land, to an iron rod at a stonewall corner;

thence turning an interior angle of 191°-54'-53" and proceeding in a northeasterly direction a distance of two hundred nineteen and 11/100 (219.11) feet partially along a stonewall, and passing through a drill hole at the northerly side of a barway (145.60' from the previously mentioned iron rod), bounded southeasterly by said Lees Farm Commons land, to a point;

thence turning an interior angle of 222°-47'-21" and proceeding in a northeasterly direction a distance of thirty-five and 17/100 (35.17) feet, bounded southeasterly by said Lees Farm Commons land, to a point at the southwesterly terminus of Latham Farm Road;

thence turning an interior angle of 90°-00'-00" and proceeding in a northwesterly direction a distance of fifty and 00/100 (50.00) feet, bounded northeasterly by said Latham Farm Road, to a point;

thence turning an interior angle of 180°-03'-16" and proceeding in a northwesterly direction a distance of three hundred thirteen and 40/100 (313.40) feet, bounded northeasterly by land now or formerly of David W. and Pauline G. Lamantia, to a point;

thence turning an interior angle of 135°-04'-07" and proceeding in a northwesterly direction a distance of two hundred forty-two and 23/100 (242.23) feet along a stonewall, bounded northeasterly by land now or formerly of Cedar Forest Associates, LLC, to a point;

thence turning an interior angle of 79°-29'-51" and proceeding in a southwesterly direction a distance of six and 28/100 (6.28) feet along a stonewall, bounded northwesterly by said Cedar Forest Associates, LLC, land, to a point;

thence turning an interior angle of 282°-26'-12" and proceeding in a northwesterly direction a distance of four hundred fifty and 12/100 (450.12) feet along a stonewall, bounded northeasterly in part by said Cedar Forest Associates, LLC, land and in part by land now or formerly of Pendar Realty I, LLC, to a drill hole at the end of the stonewall;

thence turning an interior angle of 205°-16'-15" and proceeding in a northwesterly direction a distance of nine hundred ninety and 31/100 (990.31) feet, bounded northeasterly by said Pendar Realty I, LLC, land, to a stone bound;

thence turning an interior angle of 76°-55'-38" and proceeding in a southwesterly direction a distance of one thousand seven hundred eleven and 93/100 (1711.93) feet, bounded northwesterly by land now or formerly of H. Barrett Jr., Jean C. & Julia Flanders and Kitto Weikert, to a point;

INST: 00012769
Bk: 772 Pg: 162

thence turning an interior angle of 75°-16'-35" and proceeding in an easterly direction a distance of six hundred eighty-five and 25/100 (685.25) feet, bounded southerly in part by land now or formerly of Khatchig and Angela Chirinian, in part by land now or formerly of Edward J. and Leoda M. Parkhurst and in part by land now or formerly of Stephan A. Wolowicz, to a point;

thence turning an interior angle of 272°-43'-40" and proceeding in a southwesterly direction a distance of four hundred nineteen and 58/100 (419.58) feet, bounded northwesterly by said Wolowicz land, to a stone bound;

thence turning an interior angle of 110°-46'-26" and proceeding in a southeasterly direction a distance of eighty-three and 78/100 (83.78) feet, bounded southwesterly by land now or formerly of Dean P. Duefrene and Peter F. and Florence T. Cerruti, to a point;

thence turning an interior angle of 180°-42'-47" and proceeding in a southeasterly direction a distance of six hundred three and 15/100 (603.15) feet, bounded southwesterly by land now or formerly of the Joan E. Mowry Family Trust, to a stone bound;

thence turning an interior angle of 89°-56'-42" and proceeding in a northeasterly direction a distance of six hundred thirty-two and 51/100 (632.51) feet, bounded southeasterly by said Mowry Family Trust land, to a drill hole on a stonewall;

thence turning an interior angle of 180°-57'-20" and proceeding in a northeasterly direction a distance of two hundred six and 95/100 (206.95) feet along a stonewall, bounded southeasterly by said Mowry Family Trust land, to a drill hole at a stonewall corner;

thence turning an interior angle of 257°-23'-57" and proceeding in a southeasterly direction a distance of four hundred twenty-nine and 00/100 (429.00) feet along a stonewall, bounded southwesterly by said Mowry Family Trust land, to a point;

thence turning an interior angle of 253°-29'-59" and proceeding in a southerly direction a distance of seven hundred fifty-five and 32/100 (755.32) feet, bounded westerly by said Mowry Family Trust land, to a stone bound;

thence turning an interior angle of 232°-32'-11" and proceeding in a southwesterly direction a distance of two hundred ninety-five and 58/100 (295.58) feet, bounded northwesterly by said Mowry Family Trust land, to a point;

thence turning an interior angle of 124°-36'-32" and proceeding in a southwesterly direction a distance of one hundred sixty-eight and 21/100 (168.21) feet, bounded northwesterly by land now or formerly of Janice B. Crouse, to a stone bound;

thence turning an interior angle of 97°-56'-48" and proceeding in a southeasterly direction a distance of three hundred thirty-five and 15/100 (335.15) feet, bounded southwesterly by said Crouse land, to a point;

thence turning an interior angle of 249°-47'-55" and proceeding in a southeasterly direction a distance of three hundred ninety-eight and 78/100 (398.78) feet, bounded southwesterly by said Crouse land, to a point;

thence turning an interior angle of 115°-28'-40" and proceeding in a southeasterly direction a distance of one hundred thirty-five and 80/100 (135.80) feet, bounded southwesterly by said Crouse land, to a point;

INST: 00012769

Bk: 772

Pg: 159

thence turning an interior angle of 236°-45'-44" and proceeding in a southeasterly direction a distance of two hundred thirty-seven and 77/100 (237.77) feet, bounded southwesterly in part by said Crouse land and in part by land now or formerly of John W., Jr. and Patricia Steere, to a point;

thence turning an interior angle of 186°-35'-46" and proceeding in a southeasterly direction a distance of one hundred sixty-five and 47/100 (165.47) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 171°-43'-36" and proceeding in a southeasterly direction a distance of ninety-eight and 70/100 (98.70) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 190°-57'-47" and proceeding in a southeasterly direction a distance of one hundred and 87/100 (100.87) feet, bounded southwesterly by said Steere land, to a point;

thence turning an interior angle of 203°-45'-09" and proceeding in a southwesterly direction a distance of three hundred twenty-eight and 83/100 (328.83) feet partially along a stonewall (passing through a stone bound at a stonewall corner), bounded northwesterly by said Steere land, to a point;

thence turning an interior angle of 124°-38'-01" and proceeding in a southeasterly direction a distance of one hundred five and 69/100 (105.69) feet, bounded southwesterly by land now or formerly of James H. & Susan E. Tierney, to a point;

thence turning an interior angle of 162°-43'-57" and proceeding in a southeasterly direction a distance of six hundred sixty-six and 00/100 (666.00) feet, bounded southwesterly in part by land now or formerly of John S. & Valerie A. English and in part by land now or formerly of Lisa M. Jepson, to a point;

thence turning an interior angle of 264°-09'-29" and proceeding in a southwesterly direction a distance of two hundred sixty-six and 77/100 (266.77) feet, bounded northwesterly by said Jepson land, to a point on the northeasterly line of Log Road;

thence turning an interior angle of 99°-53'-31" and proceeding in a southeasterly direction a distance of two hundred forty-seven and 86/100 (247.86) feet along the northeasterly line of Log Road, to the point and place of beginning;

said parcel contains 5,357,900 s.f. or 123.000 acres of land, more or less, and is shown as A.P. 49 LOT 6B NEW AREA on a plan entitled "ADMINISTRATIVE SUBDIVISION LEES FARM COMMONS, INC. & SMITHFIELD LAND TRUST LOG ROAD, BURLINGAME ROAD & CEDAR FOREST ROAD A.P. 49 LOTS 6B, 161, 161A & 161B A.P. 50 LOTS 50 & 51", dated 10/23/10, prepared by the Town of Smithfield, Anthony E. Muscatelli, Surveyor, and filed as document no. 20100014 in the Town of Smithfield.

~~Book 772 Page 152~~

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Nov 22, 2010 02:57:27P

② 49/13

1180

QUIT-CLAIM DEED

We, Sidney B. Mowry, and wife, Mary E. Mowry, both of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grant to the Town of Smithfield, a municipal corporation in the State of Rhode Island, with Quit-Claim Covenants, the following described property for conservation purposes:

A certain parcel of land situated on the westerly and northwesterly lines of Forge Road in the Town of Smithfield, in the County of Providence, and in the State of Rhode Island; and described and bounded as follows:

Beginning at a point at the southeasterly corner of the herein described and conveyed parcel of land on the northwesterly line of the said Forge Road and being on a granite bound in the ground which defines the southeasterly corner of land owned, now or formerly, by Arthur T. Crossman; thence running northwesterly in part on the center of a stone wall, bounded southwesterly by land owned by the said Crossman, a distance of 154.42 feet to a stone wall corner; thence turning an interior angle of 184°20' and running northwesterly on the center of a stone wall, bounded southwesterly by land owned by the said Crossman, a distance of 482.40 feet to a stone wall corner; thence turning an interior angle of 176°59' and running northwesterly on the center of a stone wall, bounded southwesterly by land owned, now or formerly, by Russell M. Lapham, et ux, a distance of 124.54 feet to a stone wall corner; thence turning an interior angle of 74°52' and running northeasterly in part on a stone wall, bounded northwesterly by land owned, now or formerly, by the said Lapham, a distance of 588.06 feet to an old upright field stone bound on the east side of the top of a high ledge; thence turning an interior angle of 207°28' and running northerly, bounded westerly by land owned, now or formerly, by the said Lapham, a distance of 1662.46 feet to an old field stone bound; thence turning an interior angle of 177°06' and running northerly, bounded westerly by land owned, now or formerly, by New England Sales, Inc., a distance of 349.20 feet to a pipe set in an old heap of stones bound; thence turning an interior angle of 112°26' and running easterly, bounded northerly by land owned, now or formerly by Joseph P. Cesario, a distance of 265.50 feet to a drill hole set in a large stone on ledge and rocks; thence turning an interior angle of 86°07' and running southerly, bounded easterly by land owned by the said Cesario, a distance of 356.88 feet to an old upright field stone bound in rocks; thence turning an interior angle of 278°47' and running easterly, bounded northerly by land owned by the said Cesario, a distance of 79.20 feet to a granite bound set; thence turning an interior angle of 97°57' and running southeasterly, bounded northeasterly by land owned by the said Cesario, a distance of 401.88 feet to a stone wall corner; thence turning an interior angle of 210°52' and running southeasterly in part on the center of a stone wall, bounded northeasterly by land owned by the said Cesario, a distance of 34.66 feet, more or less, to the center of a river known as Mattitue Konnett River; thence turning and running southerly on the center of the said river, bounded easterly, in part, by

1180
m. e. m.

1181

land owned, now or formerly, by Lewis Shaw, et ux, and in part, by land owned, now or formerly, by Carl E. Johnson, et ux, a distance of 825 feet, more or less, to the southwesterly corner of land owned by the said Johnson; thence running easterly on the center of a stone wall, bounded northerly by land owned by the said Johnson, a distance of 118 feet, more or less, to a stone wall corner at the northwesterly corner of land owned, now or formerly, by Alfred Ottaviano, et ux; thence turning an interior angle of $91^{\circ}15'$ and running southerly on the center of a stone wall, bounded easterly by land owned by the said Ottaviano, a distance of 172.52 feet to an angle in the said wall; thence turning an interior angle of $152^{\circ}21'$ and running southwesterly on the center of the said wall, bounded southeasterly by land owned by the said Ottaviano, a distance of 233.20 feet to an angle in the said wall; thence turning an interior angle of $172^{\circ}39'$ and running southwesterly on the center of the said wall, bounded southeasterly, in part, by land owned by the said Ottaviano, and in part, by land owned, now or formerly, by George T. Lamson, et ux, a distance of 204.71 feet to an angle in the said wall; thence turning an interior angle of $231^{\circ}17'$ and running southerly on the center of the said wall, bounded easterly by land owned by the said Lamson, a distance of 130.37 feet to the northerly line of the said Forge Road; thence turning an interior angle of $118^{\circ}40'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 42.12 feet; thence turning an interior angle of $201^{\circ}08'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 51.66 feet; thence turning an interior angle of $196^{\circ}31'$ and running southerly on the westerly line of the said Forge Road a distance of 70.51 feet to a granite bound at the northerly corner of a parcel of land conveyed to the said town of Smithfield from the herein grantor by deed for the purpose of widening the said Forge Road and as delineated by a recorded Plat entitled "A Map of a Parcel of the Land Owner by Sidney B. Mowry to be Conveyed to the Town of Smithfield for Highway and Utility Purposes - Being Land to be Used for the Purpose of Widening Forge Road, dated November 22, 1967", filed in the office of the Town Clerk of the said Town of Smithfield; thence turning an interior angle of $178^{\circ}15'30''$ and running southerly on the westerly line of the said Forge Road a distance of 142.31 feet; thence turning an interior angle of $179^{\circ}48'$ and running southerly on the westerly line of the said Forge Road a distance of 109.91 feet; thence turning an interior angle of $168^{\circ}14'$ and running southerly on the westerly line of the said Forge Road a distance of 109.81 feet; thence turning an interior angle of $154^{\circ}37'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 101.98 feet; thence turning an interior angle of $163^{\circ}01'$ and running southwesterly on the northwesterly line of the said Forge Road a distance of 102.56 feet to the granite bound at the herein said point or place of beginning, making an interior angle of $137^{\circ}56'30''$ with the first herein described course at the said point of beginning, the herein last five described courses being on lines of the said Forge Road as delineated by the said Recorded Plat.

The herein described parcel is conveyed subject to the right and privilege of certain land parcels, and the owners thereof, to lay and forever maintain water pipe across the herein described land from the said land parcels to the said Mattie Konnett River, with the right to unrestricted use of water by pump or otherwise. The said certain land parcels covenant to the said privilege being the following delineated parcels:

Parcel No. 1: The land herein described as bounding on the easterly and southeasterly owned,

(2)

1182

now or formerly, by the said
Alfred Ottaviano, et ux.

Parcel No. 2: The land herein described as bounding
on the southeasterly and easterly owned,
now or formerly, by George T. Lamson,
et ux.

Parcel No. 3: The parcel of land situated southerly of
said Ottaviano and easterly of said
Lamson and being land, now or formerly,
owned by Maple Oaks, Inc., and defined
as a part of the land conveyed from the
said Ottaviano to the said Maple Oaks,
Inc. by deed dated March 27, 1962 filed
in deed book 26 on page 125 in the
office of the Town Clerk of the said
Town of Smithfield.

The herein described and conveyed parcel of land
contains 43.7 acres, more or less.

I, Mary E. Mowry, of the Town of Smithfield, wife of
the grantor, Sidney B. Mowry, release to said grantee all my
right of dower and all other interest in the aforescribed
premises.

Witness our hands this 11th day of September
1973,

Stephen E. Coalline

Sidney B. Mowry *S.B.M.*
Mary E. Mowry

State of Rhode Island
County of Providence

In Smithfield on the 11th day of September
1973 before me personally appeared Sidney B. Mowry and Mary
E. Mowry, to me known and by me known to be the parties
executing the foregoing instrument and they acknowledged said
instrument, by them executed to be their free act and deed.

Harriet A. Scott
Notary Public

Received for Record in Smithfield, R.I. Sept. 14, 1973 at 12:05 P.M.

Witness Harriet A. Scott, Deputy Town Clerk

④ 49/82

WARRANTY DEEDINST: 00021377
Bk: 512 Ps: 164

We, **WILLIAM H. STEERE, SR.** and **WINIFRED A. POLIQUIN**, of the Town of Smithfield, County of Providence, State of Rhode Island, **WANDA J. RAWLINSON** formerly known as **WANDA J. HOUSEMAN**, of the Town of Cumberland, County of Providence, State of Rhode Island, **WILLIAM H. STEERE, JR.**, of the Town of Patten, State of Maine, collectively owner of a one-half (1/2) interest, and **EDWARD T. CONNOLLY**, of the Town of North Smithfield, County of Providence, State of Rhode Island, and **JOSEPH A. CONNOLLY, JR.**, of the Town of Lincoln, County of Providence, State of Rhode Island, together owning a one-half (1/2) interest, *for consideration paid grant to SMITHFIELD LAND TRUST*, with an address of 64 Farnum Pike, Smithfield, Rhode Island 09217, as a Sole Tenant,
with WARRANTY COVENANTS:

All right, title and interest of the undersigned in and to that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island, being more particularly described on *Exhibit "A"* attached hereto and incorporated herein by reference.

The described property is a portion of the premises conveyed in deed from Elizabeth M. McLaughlin under the Will of John McLaughlin to Oscar H. Steere and Joseph Connolly dated November 26, 1926 and recorded on November 30, 1926 in Book 14 at page 578 in the land Evidence Records for the Town of Smithfield.

This conveyance is subject to easements and rights of way of record.

The Grantors, except for William H. Steere Jr., hereby covenant that this transaction is such that no RIGL §44-30-71.1 withholding is required as they are residents of the State of Rhode Island as evidenced by affidavit. Seller, William H. Steere Jr., a non-resident, has elected to have his gain on the sale withheld from his proceeds and forwarded to the RI Division of Taxation.

The Grantors certify that this transfer is exempt from the requirements of the Rhode Island Life Safety Code as this is vacant land.

WITNESS, our hands and seals this 11th day of August, 2006.

TAX \$ 1,104.00
DATE 8/15/06
RECORDED 0745
TOWN OF SMITHFIELD

007054

RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

William H. Steere Sr.
WILLIAM H. STEERE, SR.

Winifred A. Poliquin
WINIFRED A. POLIQUIN

INST: 00021316
Bk: 512 Pg: 16

Wanda J. Rawlinson
WANDA J. RAWLINSON

William H. Steere Jr.
P/O Attorney in fact Walter J. Kane
WILLIAM H. STEERE, JR.
by his Attorney in Fact,
WALTER J. KANE

Edward T. Connolly
EDWARD T. CONNOLLY

Joseph A. Connolly Jr.
JOSEPH A. CONNOLLY, JR.

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WILLIAM H. STEERE, SR.**, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

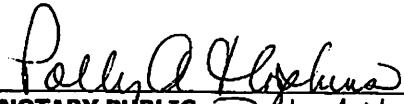
Robert A. Hopkins
NOTARY PUBLIC Robert A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WINIFRED A. POLIQUIN**, to me known and known by me to be the party executing the foregoing

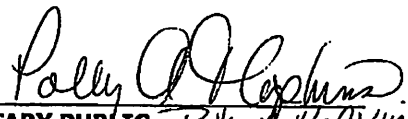
INST: 00021377
Ek: 512 Pg: 166

instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

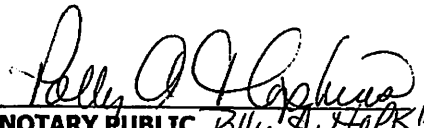
**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WANDA J. RAWLINSON**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

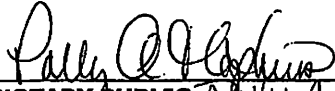
In Smithfield, on the 11th day of August, 2006, before me personally **WALTER J. KANE, Attorney in Fact for WILLIAM H. STEERE, JR.**, to me known and known by me to be the party executing the foregoing instrument on behalf of **WILLIAM H. STEERE, JR.**, and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity and the free act and deed of said **WILLIAM H. STEERE, JR.**


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **EDWARD T. CONNOLLY**, to me known and known by me to be the party executing the foregoing

INST: 00021377
Bk: 512 Pg: 167
instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the ~~10th~~ day of August, 2006, before me personally **JOSEPH A. CONNOLLY, JR.**, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


NOTARY PUBLIC Polly A. Hopkins
My commission expires: 4-19-07

Grantee's address:
64 Farnum Pike
Smithfield, RI 02917

INST: 00021377
Bk: 512 Pg: 168

EXHIBIT "A"

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

Beginning at a point, said point being the most northwesterly corner of land now or formerly of FMR RI, Inc., said point also being the most southwesterly corner of the herein described parcel;

thence proceeding in a northeasterly direction a distance of one thousand four hundred eighty-five and 47/100 (1485.47) feet, bounded southeasterly by said FMR RI, Inc. land, to a field stone bound;

thence turning an interior angle of 268°-59'-54" and proceeding in a southeasterly direction a distance of six hundred twenty-two and 85/100 (622.85) feet, bounded southwesterly by said FMR RI, Inc. land, to a heap of stones on a boulder;

thence turning an interior angle of 111°-04'-35" and proceeding in an easterly direction a distance of three hundred twenty-one and 00/100 (321.00) feet, bounded southerly by said FMR RI, Inc. land, to a field stone bound;

thence turning an interior angle of 187°-54'-27" and proceeding in a southeasterly direction a distance of five hundred forty-five and 80/100 (545.80) feet, bounded southwesterly by said FMR RI, Inc. land, to a point;

thence turning an interior angle of 69°-42'-16" and proceeding in a northwesterly direction a distance of one thousand two hundred forty-two and 80/100 (1242.80) feet, bounded easterly by land now or formerly of the Audubon Society of Rhode Island, to a drill hole at the end of a stonewall;

thence turning an interior angle of 280°-25'-33" and proceeding in a northeasterly direction a distance of two hundred two and 46/100 (202.46) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

thence turning an interior angle of 177°-25'-12" and proceeding in a northeasterly direction a distance of two hundred sixty-seven and 68/100 (267.68) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to a drill hole at the corner of a stonewall;

thence turning an interior angle of 176°-52'-15" and proceeding in a northeasterly direction a distance of seventeen and 20/100 (17.20) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

thence turning an interior angle of 185°-50'-17" and proceeding in a northeasterly direction a distance of one hundred thirty-two and 50/100 (132.50) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to an angle point;

INST: 00021377
Bk: 512 Pg: 169

thence turning an interior angle of $181^{\circ}-10'-00''$ and proceeding in a northeasterly direction a distance of two hundred eleven and $88/100$ (211.88) feet, along the centerline of a stonewall, bounded southeasterly by said Audubon Society land, to the corner of a stonewall;

thence turning an interior angle of $110^{\circ}-44'-30''$ and proceeding in a northerly direction a distance of two hundred seventy-seven and $54/100$ (277.54) feet, along the centerline of a stonewall, bounded easterly by land now or formerly of the Audubon Society of Rhode Island, to a point;

thence turning an interior angle of $84^{\circ}-23'-27''$ and proceeding in a northwesterly direction a distance of two hundred twenty-one and $73/100$ (221.73) feet, along the centerline of a stonewall, bounded northeasterly by said Audubon Society land, to the corner of a stonewall;

thence turning an interior angle of $269^{\circ}-37'-32''$ and proceeding in a northerly direction a distance of three hundred ten and $45/100$ (310.45) feet, along the centerline of a stonewall, bounded easterly by said Audubon Society land, to a point;

thence turning an interior angle of $70^{\circ}-32'-43''$ and proceeding in a southwesterly direction a distance of one thousand nine hundred sixteen and $94/100$ (1916.94) feet, bounded northwesterly by land now or formerly of Rhode Island Economic Development Corp., to a field stone bound;

thence turning an interior angle of $79^{\circ}-54'-38''$ and proceeding in a southerly direction a distance of two hundred fifty-two and $85/100$ (252.85) feet, bounded westerly by other land now or formerly of Rhode Island Economic Development Corp., to a point;

thence turning an interior angle of $280^{\circ}-19'-11''$ and proceeding in a westerly direction a distance of one thousand three hundred thirty-nine and $90/100$ (1339.90) feet, bounded northerly by said Rhode Island Economic Development land, to a heap of stones;

thence turning an interior angle of $89^{\circ}-41'-58''$ and proceeding in a southeasterly direction a distance of nine hundred thirty-eight and $79/100$ (938.79) feet, bounded northwesterly by other land now or formerly of Rhode Island Economic Development Corp., to the point and place of beginning;

the last mentioned course forms an interior angle of $85^{\circ}-21'-30''$ with the first mentioned course;

Said parcel contains 3,529,450 s.f. or 81.025 acres of land, more or less, and is shown on a plan entitled "SURVEY PLAN OF LAND A.P. 49 LOTS 82 & 89 prepared for: TOWN OF SMITHFIELD LAND TRUST STEERE PROPERTY off of ALDRICH TRAIL", dated 6/06, scale $1"=100'$.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aug 15, 2006 11:02:31A

④ 49/87

QUITCLAIM DEEDINST: 2018-47025
BK: 1195 PG: 150

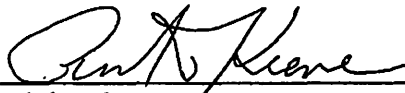
Richard F. Keene of the Town of North Smithfield, County of Providence, and State of Rhode Island, hereby grant to the Town of Smithfield, a Rhode Island municipal corporation with its principal place of business in the Town of Smithfield, County of Providence and State of Rhode Island for consideration in the sum of One and 00/100 Dollars (\$ 1.00) the property bounded and described as follows, with *Quitclaim Covenants*:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantor is a resident of Rhode Island as evidenced by affidavit.

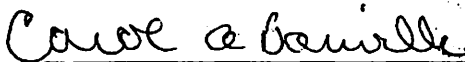
The consideration for this transfer is such that no documentary revenue stamps are required.

WITNESS MY HAND AND SEAL THIS 26th DAY OF DECEMBER, 2018.


Richard F. Keene

State of Rhode Island
County of Providence

In Smithfield on this 26th day of DECEMBER, 2018, before me personally appeared Richard F. Keene to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to his free act and deed.


Notary Public:
My commission expires: 4/22/21

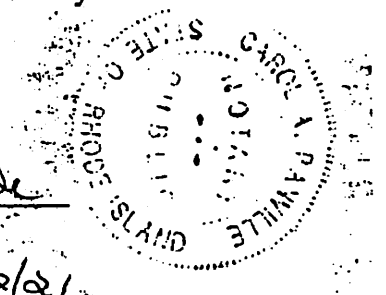


EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the Towns of Smithfield and North Smithfield, County of Providence, State of Rhode Island, at a place called Island Woods, bounded and described as follows:

beginning at the southwest corner at a rock with stones upon it called the Burnt Rock, thence proceeding north 53° east a distance of six hundred thirty-five 00/100 (635.00) feet, bounded southeasterly by land now or formerly of R.I. Economic Development Corp. to a field stone bound;

thence proceeding north 37° west a distance of one thousand one hundred ninety-six and 00/100 (1,196.00) feet, bounded northeasterly by land now or formerly of Narragansett Electric Company;

said course is partially bounded northeasterly by the Town of Smithfield and by the Town of North Smithfield to a point;

thence turning an interior angle of 106°-30' and proceeding in a southwesterly direction a distance of five hundred twenty-eight and 00/100 (528.00) feet, bounded northwesterly by land now or formerly of Maurice A. & Constance Bissonette to a point;

thence turning an interior angle of 79°-00' and proceeding in a southeasterly direction a distance of one thousand three hundred sixty-nine and 50/100 (1,369.50) feet, bounded southwesterly by land now or formerly of R.I. Economic Development Corp;

said course is also bounded southwesterly by said Towns of North Smithfield and Smithfield;

the first mentioned course forms an interior angle of 84°-30' with the last mentioned course;

this parcel contains 16.7 acres, more or less, and is partially described as Lot 87 on A.P. 49 and partially described as A.P. 20, no designated lot number.

TOWN OF SMITHFIELD, R.I.
Carol A. Aquilante, Town Clerk
12/26/2018 02:19:59 PM

(4) 49/89

INST: 00021379
Bk: 512 Ps: 171**WARRANTY DEED**

We, **WILLIAM H. STEERE, SR.** and **WINIFRED A. POLIQUIN**, of the Town of Smithfield, County of Providence, State of Rhode Island, **WANDA J. RAWLINSON** formerly known as **WANDA J. HOUSEMAN**, of the Town of Cumberland, County of Providence, State of Rhode Island, **WILLIAM H. STEERE, JR.**, of the Town of Patten, State of Maine, for consideration paid grant to **SMITHFIELD LAND TRUST**, with an address of 64 Farnum Pike, Smithfield, Rhode Island 09217, as a Sole Tenant,

with WARRANTY COVENANTS:

All right, title and interest of the undersigned in and to that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island, being more particularly described on *Exhibit "A"* attached hereto and incorporated herein by reference.

Meaning and intending to describe the same premises conveyed by deed of Elizabeth M. McLaughlin the sole remaining Trustee under the Will of John McLaughlin, to Oscar H. Steere, dated November 26, 1927 and recorded November 26, 1927 at 12:12 p.m. in Book 15 at page 445 in the Smithfield Land Evidence Records.

This conveyance is subject to easements and rights of way of record.

The Grantors, except for William H. Steere Jr., hereby covenant that this transaction is such that no RIGL §44-30-71.1 withholding is required as they are residents of the State of Rhode Island as evidenced by affidavit. Seller, William H. Steere Jr., a non-resident, has elected to have his gain on the sale withheld from his proceeds and forwarded to the RI Division of Taxation.

The Grantors certify that this transfer is exempt from the requirements of the Rhode Island Life Safety Code as this is vacant land.

WITNESS, our hands and seals this 14th day of August, 2006.

TAX \$ 152.00
DATE 8-15-2006
RECORDED 2006
TOWN OF SMITHFIELD

007055

RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

William H. Steere Sr.
WILLIAM H. STEERE, SR.

Winifred A. Poliquin
WINIFRED A. POLIQUIN

Wanda J. Rawlinson
WANDA J. RAWLINSON

INST: 00021379
Bk: 512 Pg: 172

William H. Steere Jr.
by his attorney in fact
Walter J. Kane

WILLIAM H. STEERE, JR.
by his Attorney In Fact,
WALTER J. KANE

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WILLIAM H. STEERE, SR.**, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WINIFRED A. POLIQUIN**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the 11th day of August, 2006, before me personally **WANDA J. RAWLINSON**, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

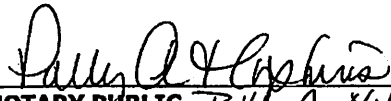
Polly A. Hopkins

NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

INST: 00021379
Bk: 512 Pg: 173

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 11th day of August, 2006, before me personally **WALTER J. KANE, Attorney in Fact for WILLIAM H. STEERE, JR.**, to me known and known by me to be the party executing the foregoing instrument on behalf of **WILLIAM H. STEERE, JR.**, and he acknowledged said instrument, by him executed, to be his free act and deed in said capacity and the free act and deed of said **WILLIAM H. STEERE, JR.**


NOTARY PUBLIC *Polly A. Hopkins*
My commission expires: 4-19-07

Grantee's address:
64 Farnum Pike
Smithfield, RI 02917

JUN-28-06 08:56 AM INTERNATIONAL.MAPPING +7 4012325020

P.02

INST: 00021379
Bk: 512 Pg: 174

EXHIBIT "A"

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

Beginning at a point, said point being the most northwestern corner of land now or formerly of the Audubon Society of Rhode Island and the most northeastern corner of land now or formerly of Aldrich Realty Ltd. and the most southeastern corner of land now or formerly of the Narragansett Electric Company. Said point also being the most southwestern corner of the herein described parcel;

thence proceeding in a northeasterly direction a distance of two thousand three hundred eighty-two and 24/100 (2382.24) feet, bounded southeasterly by said Audubon Society land, to a heap of stones;

thence turning an interior angle of 42°-38'-39" and proceeding in a northwesterly direction a distance of three hundred eleven and 88/100 (311.88) feet, more or less, bounded northeasterly by land now or formerly of Duane D. Lockaby, to a point on the town line between Smithfield and North Smithfield;

thence turning an interior angle of 141°-28'-10" and proceeding in a westerly direction a distance of two thousand three hundred twenty-seven and 29/100 (2327.29) feet, along the town line, bounded northerly by land now or formerly of the heirs of John McLaughlin, to a point;

thence turning an interior angle of 61°-52'-44" and proceeding in a southeasterly direction a distance of four hundred fourteen and 06/100 (414.06) feet, bounded southwesterly by Narragansett Electric Company, to the point and place of beginning;

the last mentioned course forms an interior angle of 114°-00'-26" with the first mentioned course;

Said parcel contains 676,606 s.f. or 15.533 acres of land, more or less, and is shown on a plan entitled "SURVEY PLAN OF LAND A.P. 49 LOTS 82 & 89 prepared for: TOWN OF SMITHFIELD LAND TRUST STEERE PROPERTY off of ALDRICH TRAIL", dated 6/06, scale 1"=100'.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aug 15, 2006 11:11:25A

(5) 49/139

INST: 00011842
Bk: 760 Pg: 27QUIT-CLAIM DEED

I, F. MONROE ALLEN, Trustee of the Declaration of Revocable Living Trust of Mary E. Mowry dated December 9, 2004, for consideration paid in the amount of One (\$1) Dollar, grant to THE SMITHFIELD LAND TRUST, a body politic and corporate and a public instrumentality organized and existing under the laws of the State of Rhode Island with a principal mailing address c/o Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island, with QUIT-CLAIM COVENANTS:

NO REALTY STAMPS REQUIRED.

Beginning at the northeasterly corner of the herein described parcel, said point being a granite monument set on the westerly side of Rhode Island State Highway Line of Farnum Pike as delineated on Rhode Island Highway Plat No. 130, said point being at Station 44+00, L-30'.

Thence, S 79°14'57" W a distance of 829.94' to the easterly line of Old Forge Road and to a drill hole set at the face and center of two stone walls for a corner.

Thence, along the easterly line of Old Forge Road and the face of the remains of a stone wall, N 82°40'59" W a distance of 27.41' to a drill hole set at the end of the face of a stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 82°24'45" W a distance of 50.60' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 63°59'34" W a distance of 142.13' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 50°29'20" W a distance of 34.91' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 48°53'11" W a distance of 17.98' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 50°13'31" W a distance of 19.18' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 40°53'32" W a distance of 6.36' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 35°53'59" W a distance of 90.31' to the face at the end of a stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 31°40'07" W a distance of 80.04' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 30°29'54" W a distance of 42.15' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 33°36'23" W a distance of 31.64' to a drill hole set at the face of said wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 29°39'30" W a distance of 46.28' for an angle turn.

INST = 00011842
Bk = 760 Pg = 28

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 29°34'20" W a distance of 44.50' for an angle turn.

Thence, continuing along the easterly line of Old Forge Road and the face of said stone wall, S 30°59'27" W a distance of 56.12' to the end of said stone wall for an angle turn.

Thence, continuing along the easterly line of Old Forge Road, S 35°28'02" W a distance of 10.11' to a granite monument set and to land now or formerly of Ralph J. Otaviano Jr. for a corner.

Thence, S 62°55'33" E a distance of 205.64' to land now or formerly of Jeanette L. Mowry for an angle turn, bounding southerly by land now or formerly of Ralph J. Otaviano Jr.

Thence, S 64°43'22" E a distance of 5.90' to the center of a deciduous tree with barb wire for an angle turn.

Thence, S 77°14'56" E a distance of 26.56' to the center of a deciduous tree with barb wire for an angle turn.

Thence, S 84°13'36" E a distance of 53.58' to the center of a deciduous tree with barb wire for an angle turn. The last three courses bounding southerly by land now or formerly of Jeanette L. Mowry.

Thence, S 58°06'42" E a distance of 322.43' for an angle turn, bounding southerly in part by land now or formerly of Jeanette L. Mowry and in part by land now or formerly of 21 Industrial Drive LLC. Said course is part of a property agreement between Jeanette L. Mowry and between the executive of Mary E. Mowry as delineated on the heretofore reference plan.

Thence, S 65°10'24" E a distance of 43.73' to the center of the remains of a stone wall for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 60°53'23" E a distance of 59.65' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 63°05'23" E a distance of 40.90' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 61°07'40" E a distance of 55.00' for an angle turn.

Thence, continuing along center of the remains of said stone wall, S 59°52'22" E a distance of 84.26' to a granite monument set and to the easterly line of Industrial Drive for a corner. The last five courses bounding southerly by land now or formerly of 21 Industrial Drive LLC.

Thence, along the center of a stone wall, N 13°56'06" E a distance of 76.90' for an angle turn, bounding easterly by land now or formerly of Penta Realty LLC.

Thence, continuing along the center of said stone wall, N 14°29'24" E a distance of 97.77' to a drill hole set at the center of said wall for an angle turn.

Thence, continuing along the center of said stone wall, N 13°57'35" E a distance of 124.23' for an angle turn.

Thence, continuing along the center of said stone wall, N 14°18'42" E a distance of 147.67' to a drill hole set at the center of two stone walls for a corner.

Thence, continuing along the center of said stone wall, S 69°45'30" E a distance of 16.37' for an angle turn.

Thence, continuing along the center of said stone wall, S 76°03'49" E a distance of 59.16' to the end of a stone wall for an angle turn. The last five courses bounding easterly and southerly by land now or formerly of Penta Realty LLC.

Thence, S 77°14'13" E a distance of 109.58' to a drill hole set at the center of the continuation of the previous mention stone wall for an angle turn, bounding southerly in part by land now or formerly of Penta Realty LLC and in part by land now or formerly of Dejana Realty of New England LLC.

INST: 00011842
Bk: 760 Pg: 29

Thence, continuing along the center of said stone wall, S 74°48'09" E a distance of 94.99' to a drill hole set at the intersection of two stone walls for an angle turn.

Thence, continuing along the center of said stone wall, S 75°18'08" E a distance of 66.34' to a drill hole set at the center of said stone wall for an angle turn.

Thence, continuing along the center of said stone wall, S 75°52'54" E a distance of 93.69' to a drill hole set at the center of said stone wall for an angle turn.

Thence, continuing along the center of said stone wall, S 74°55'29" E a distance of 96.49' for an angle turn.

Thence, continuing along the center of said stone wall, S 89°18'14" E a distance of 23.15' to the end of said stone wall for an angle turn.

Thence, S 87°19'24" E a distance of 68.61' to an iron rod set and to the westerly line of Farnum Pike, Rhode Island State Highway Plat 130 for a corner, being at Station 36+40.58, L-30'. The last six courses bounding southerly by land now or formerly of Dejana Realty of New England LLC.

Thence, continuing along said Highway Line, N 16°41'10" W a distance of 759.42' to the point and place of beginning.

The herein described parcel contains 848,124 square feet more or less or 19.47 acres more or less.

For a further description of the herein described parcel see that plan entitled: "SUBDIVISION OF LAND AT 10 OLD FORGE RD. AND 28 OLD FORGE RD. IN SMITHFIELD, RI ON BEHALF OF MARY E. MOWRY REVOCABLE LIVING TRUST", Drawing No. 20090702-01, Plan Date: 05/05/10, Prepared, Plotted and Surveyed by Louis Federici and Associates, Land Surveyors, 365 Smith Street, Suite #2, Providence, Rhode Island.

This conveyance is such that no R.I.G.L. 44-30-71.3 withholding is required. Grantor is a Rhode Island trust as evidenced by affidavit.

The undersigned hereby certifies that this transfer is exempt from the smoke and carbon monoxide detector law as provided in R.I.G.L. 23-28.35-14 as the property being transferred does not contain residential dwellings.

TO BE SAVED AS OPEN SPACE IN PERPETUITY.

Executed as a sealed instrument this 10th day of September, 2010.

DECLARATION OF REVOCABLE LIVING TRUST
OF MARY E. MOWRY DATED DECEMBER 9, 2004,

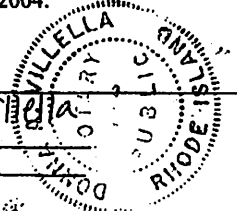
By F. Monroe Allen
F. MONROE ALLEN, TRUSTEE

INST: 00011842
Bk: 760 Pg: 30

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on this 10th day of September, 2010, before me personally appeared the within named F. Monroe Allen, to me known and known by me to be the persons executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed individually and as Trustee of the Declaration of Revocable Living Trust of Mary E. Mowry dated December 9, 2004.

Donna A. Villella
NOTARY PUBLIC Donna A. Villella
ID# 27571
My comm. exp. 6/28/13



Grantee's Address
Smithfield Town Hall
64 Farnum Pike
Esmond, RI 02917

After recording, please return to:
Smithfield Land Trust
Smithfield Town Hall
64 Farnum Pike
Esmond, RI 02917

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Sep 20, 2010 11:52:50A

(6) 47/193

BOOK 147 PAGE 254

OPEN SPACE QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that RFA REALTY ASSOCIATES, a Rhode Island general partnership, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Town of Smithfield, a municipal corporation of the State of Rhode Island, the receipt of which is hereby acknowledged, does hereby grant, convey, bargain and sell unto the said Town of Smithfield, its successors and assigns, forever, all right, title and interest of said Grantor in and to the following described parcel of real estate WITH QUITCLAIM COVENANTS:

That certain parcel of land laid out and designated as Lot 50 being more specifically shown and described on that certain Plat entitled "RECORD PLAN PHASE 3 CONNORS FARM SMITHFIELD, RHODE ISLAND R.F.A. REALTY ASSOCIATES 10-B APPIAN WAY SMITHFIELD, R.I. 02917 DIPRETE ENGINEERING ASSOC., INC. ENGINEERING, SURVEYING AND PLANNING CONSULTANTS 311 DORIC AVENUE CRANSTON, R.I. 02910 (401) 941-7000, FAX (401) 941-0002 DATE: JUNE, 1992 SCALE: 1" = 100'", which Plat is recorded with the Records of Land Evidence of the Town of Smithfield, Rhode Island and designated as Recorded Plat Book 4, Pages 57 through 63 and to which reference is hereby made for a further description.

Grantee, for itself, its successors and assigns, by accepting and recording this deed, acknowledges and agrees that: (1) the parcel shall, except as permitted herein, be kept and maintained in an open, natural state and shall not be developed for residential purposes or for accessory uses such as parking or roadway; and (2) use of the parcel shall be limited to activities such as grazing agriculture, walking, horseback riding, bicycle riding, playing fields and courts and other recreational activities; and (3) it shall at its expense, repair and maintain the herein described parcel in a manner consistent herewith; and (4) the herein described parcel shall be and remain the property of and be the responsibility of and at the sole risk of the Grantee, its successors and assigns.

Grantor, for itself and any of its successors and assigns, in furtherance of its development of said Plat, reserves the right in, over, under and through said parcel, to install drainage, sewer, water, telephone, electrical, gas, cable television, and other similar type utilities.

BOOK 147 PAGE 255

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereof or thereto pertaining, unto and to the use of the said Town of Smithfield, its successors and assigns, forever, for the special purpose of being used and improved as set forth herein.

IN WITNESS WHEREOF, RFA REALTY ASSOCIATES has caused these presents to be executed by its duly authorized general partner this 28th day of September, 1992.

RFA REALTY ASSOCIATES

BY: Frank Simonelli

[Signature]
WITNESS

TITLE: GENERAL PARTNER

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on the 28th day of September, 1992 before me personally appeared Frank Simonelli, being the general partner of RFA REALTY ASSOCIATES, a Rhode Island general partnership, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said Partnership, and he acknowledged said instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said Partnership.

[Signature]
Notary Public
Louis A. Sousa
My Commission Expires: 6/27/93

Connors:con6b

Received for Record in Smithfield, R.I. SEP 28 1992 @ 2:33pm
Witness Para C. Someone Town Clerk

⑦ 47/219

BK0361PG0732

WARRANTY DEED

WE, **PATRICIA E. SHIPMAN**, **JAMES H. RUSSELL^{JR.}** and **ROBERT D. RUSSELL**, all of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid grant to the **SMITHFIELD LAND TRUST**, of the Town of Smithfield, County of Providence, State of Rhode Island, as a Sole Tenant
with **WARRANTY COVENANTS**:

For description of the conveyed premises see Exhibit "A", which is attached hereto and made a part hereof by reference.

Grantors hereby covenant that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as they are residents of the State of Rhode Island as evidenced by affidavits.

Grantors further certify that this is vacant land and therefore this transfer is exempt from the smoke detector and carbon monoxide law as provided in R.I.G.L. §23-28.35-4.

WITNESS their hands and seals this 4th day of **MARCH**, 2003.

TAX \$ 770.00
DATE 2-4-03
RECORDED 29
OFFICE OF SMITHFIELD
005492
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

Patricia E. Shipman
PATRICIA E. SHIPMAN
James H. Russell Jr.
JAMES H. RUSSELL, JR.
Robert D. Russell
ROBERT D. RUSSELL

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield, on the 4th day of **MARCH**, 2003, before me personally appeared **PATRICIA E. SHIPMAN**, **JAMES H. RUSSELL** and **ROBERT D. RUSSELL**, to me known and known by me to be the parties executing the foregoing instrument and they acknowledged said instrument, by them executed to be their free act and deed.

Timothy F. Kane
NOTARY PUBLIC *Timothy F. Kane*

My commission expires: 9-14-04

Grantee's address:
64 FARNUM PIKE
SMITHFIELD R.I. 02917

mydocs/deeds/shipman-russell

BK 0361 PG 0732 EXHIBIT "A"

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

Beginning at a point on the southeasterly line of Burlingame Road, said point being located at a distance of one hundred forty-four and $24/100$ (144.24) feet as measured in a southwesterly direction from a drill hole in the southeasterly line of Burlingame Road. Said point also being the most northwesterly corner of land now or formerly of James H. Russell Jr., Robert Russell and Patricia Shipman, and the most northeasterly corner of the herein described parcel;

thence proceeding in a southwesterly direction a distance of thirty-five and $54/100$ (35.54) feet along the southeasterly line of Burlingame Road to a point;

thence turning an interior angle of $99^{\circ}-59'-17''$ and proceeding in a southeasterly direction a distance of three hundred forty and $58/100$ (340.58) feet, bounded southwesterly by land now or formerly of Paul J. and Catherine Brown to a point;

thence turning an interior angle of $278^{\circ}-36'-58''$ and proceeding in a westerly direction a distance of two hundred seventeen and $83/100$ (217.83) feet, bounded northerly by said Brown land, to a point;

thence turning an interior angle of $168^{\circ}-02'-10''$ and proceeding in a southwesterly direction a distance of three hundred twenty-seven and $97/100$ (327.97) feet, bounded northwesterly by said Brown land, to a point;

thence turning an interior angle of $292^{\circ}-31'-20''$ and proceeding in a northerly direction a distance of sixty-two and $66/100$ (62.66) feet, bounded northeasterly by said Brown land, to a stake and tack in a stonewall;

thence turning an interior angle of $63^{\circ}-35'-34''$ and proceeding in a southwesterly direction a distance of one hundred eight and $13/100$ (108.13) feet along a stonewall, bounded northwesterly by land now or formerly of Michael D. & Susan M. Kortick, to a point;

thence turning an interior angle of $183^{\circ}-20'-33''$ and proceeding in a southwesterly direction a distance of thirty-six and $70/100$ (36.70) feet along a stonewall, to a point;

thence turning an interior angle of $173^{\circ}-39'-58''$ and proceeding in a southwesterly direction a distance of forty-two and $31/100$ (42.31) feet along a stonewall, to a drill hole in a field stone bound at the end of said wall;

the last two courses are bounded northwesterly by said Kortick land;

BK 361 PG 734

thence turning an interior angle of $268^{\circ}10'23''$ and proceeding in a northwesterly direction a distance of eighty-four and $13/100$ (84.13) feet in part along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}48'21''$ and proceeding in a northwesterly direction a distance of seventy-three and $45/100$ (73.45) feet along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}12'20''$ and proceeding in a northwesterly direction a distance of fifty-nine and $51/100$ (59.51) feet along a stonewall, to a point;

thence turning an interior angle of $183^{\circ}30'51''$ and proceeding in a northwesterly direction a distance of sixteen and $46/100$ (16.46) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}44'19''$ and proceeding in a northwesterly direction a distance of twenty-eight and $02/100$ (28.02) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}56'11''$ and proceeding in a northwesterly direction a distance of eighty-five and $12/100$ (85.12) feet along a stonewall, to a point;

thence turning an interior angle of $181^{\circ}48'52''$ and proceeding in a northwesterly direction a distance of forty-six and $10/100$ (46.10) feet along a stonewall, to a field stone bound at the intersection of two stonewalls;

the last seven courses are bounded northeasterly by said Kortick land;

thence turning an interior angle of $92^{\circ}44'54''$ and proceeding in a southwesterly direction a distance of five hundred fifty-two and $78/100$ (552.78) feet partially along a stonewall, bounded northwesterly in part by land now or formerly of William E. & Marry P. Schecher, in part by land now or formerly of Curtis S. & Janice Marie Pollard, and in part by land now or formerly of Robert D. & Margaret M. Perry, to the corner of a wall;

thence turning an interior angle of $180^{\circ}55'26''$ and proceeding in a southwesterly direction a distance of fifty-six and $07/100$ (56.07) feet, bounded northwesterly by land now or formerly of the Mowry Burial Ground, to drill hole in a field stone bound at the corner of a wall;

thence turning an interior angle of $114^{\circ}24'36''$ and proceeding in a southerly direction a distance of two hundred seventy-eight and $38/100$ (278.38) feet along a stonewall, bounded southwesterly by land now or formerly of Dorothy C. Hyde; to a point;

thence turning an interior angle of $179^{\circ}25'08''$ and proceeding in a southerly direction a distance of two hundred forty-three and $74/100$ (243.74) feet along a stonewall, to a point;

BK 0361 PG 0735

thence turning an interior angle of $180^{\circ}-47'-35''$ and proceeding in a southerly direction a distance of three hundred eighty-six and $26/100$ (386.26) feet along a stonewall, to a point;

thence turning an interior angle of $179^{\circ}-16'-51''$ and proceeding in a southerly direction a distance of two hundred one and $01/100$ (201.01) feet, to a drill hole at the end of a wall;

thence turning an interior angle of $180^{\circ}-55'-28''$ and proceeding in a southerly direction a distance of one hundred seventy-nine and $54/100$ (179.54) feet, to a point;

the last four courses are bounded westerly by said Hyde land;

thence turning an interior angle of $67^{\circ}-39'-05''$ and proceeding in a northeasterly direction a distance of ninety-three and $69/100$ (93.69) feet, bounded southeasterly by land now or formerly of the Town of Smithfield, to a point;

thence turning an interior angle of $184^{\circ}-32'-56''$ and proceeding in a easterly direction a distance of one hundred fourteen and $89/100$ (114.89) feet, to a point;

thence turning an interior angle of $173^{\circ}-46'-14''$ and proceeding in a northeasterly direction a distance of one hundred eight and $96/100$ (108.96) feet, to a point;

thence turning an interior angle of $149^{\circ}-53'-50''$ and proceeding in a northeasterly direction a distance of one hundred thirty-eight and $44/100$ (138.44) feet, to a point;

thence turning an interior angle of $199^{\circ}-50'-47''$ and proceeding in a northeasterly direction a distance of one hundred fourteen and $16/100$ (114.16) feet, to a point;

thence turning an interior angle of $192^{\circ}-00'-19''$ and proceeding in a northeasterly direction a distance of one hundred seventeen and $83/100$ (117.83) feet, to a point;

thence turning an interior angle of $185^{\circ}-05'-45''$ and proceeding in a easterly direction a distance of one hundred thirty-five and $75/100$ (135.75) feet, to a point;

thence turning an interior angle of $167^{\circ}-47'-18''$ and proceeding in a northeasterly direction a distance of one hundred seventy-five and $47/100$ (175.47) feet, to a point;

thence turning an interior angle of $163^{\circ}-56'-47''$ and proceeding in a northeasterly direction a distance of one hundred forty-three and $00/100$ (143.00) feet, to a point;

thence turning an interior angle of $202^{\circ}-30'-44''$ and proceeding in a northeasterly direction a distance of one hundred seven and $30/100$ (107.30) feet, to a point;

thence turning an interior angle of $193^{\circ}-37'-59''$ and proceeding in a easterly direction a distance of eighty-three and $32/100$ (83.32) feet, to a point;

BK0361PG0736

thence turning an interior angle of $170^{\circ}-42'-14''$ and proceeding in a northeasterly direction a distance of fifty-five and $96/100$ (55.96) feet, to a point;

thence turning an interior angle of $143^{\circ}-15'-36''$ and proceeding in a northeasterly direction a distance of one hundred thirty-seven and $24/100$ (137.24) feet, to a point;

thence turning an interior angle of $196^{\circ}-20'-35''$ and proceeding in a northeasterly direction a distance of two hundred fifty-four and $66/100$ (254.66) feet, to a point on a stonewall;

the last thirteen courses are bounded southerly and southeasterly by said Town of Smithfield land;

thence turning an interior angle of $283^{\circ}-15'-46''$ and proceeding in a southeasterly direction a distance of one hundred ten and $53/100$ (110.53) feet along a stonewall, to a point;

thence turning an interior angle of $187^{\circ}-17'-00''$ and proceeding in a southeasterly direction a distance of two hundred thirteen and $55/100$ (213.55) feet along a stonewall, to a point;

thence turning an interior angle of $177^{\circ}-44'-52''$ and proceeding in a southeasterly direction a distance of one hundred thirty-six and $37/100$ (136.37) feet along a stonewall, to a point;

thence turning an interior angle of $175^{\circ}-12'-35''$ and proceeding in a southeasterly direction a distance of ninety-five and $69/100$ (95.69) feet, to a point;

thence turning an interior angle of $183^{\circ}-16'-16''$ and proceeding in a southeasterly direction a distance of eighty-seven and $23/100$ (87.23) feet along a stonewall, to a point;

thence turning an interior angle of $175^{\circ}-20'-56''$ and proceeding in a southeasterly direction a distance of forty-six and $49/100$ (46.49) feet along a stone wall, to a drill hole at a wall intersection;

thence turning an interior angle of $166^{\circ}-47'-57''$ and proceeding in a southeasterly direction a distance of thirty-two and $75/100$ (32.75) feet along a stonewall, to a point;

thence turning an interior angle of $184^{\circ}-01'-34''$ and proceeding in a southeasterly direction a distance of ninety-two and $00/100$ (92.00) feet along a stonewall, to a point;

thence turning an interior angle of $176^{\circ}-58'-50''$ and proceeding in a southeasterly direction a distance of sixty-eight and $53/100$ (68.53) feet, to a drill hole in the centerline of a stonewall;

BK 0361 PG 0737

thence turning an interior angle of $164^{\circ}-41'-05''$ and proceeding in a southeasterly direction a distance of one hundred thirty-eight and $04/100$ (138.04) feet along a stonewall, to a point;

the last ten courses are bounded southwesterly by said Town of Smithfield land;

thence turning an interior angle of $94^{\circ}-41'-31''$ and proceeding in a northeasterly direction a distance of one hundred fifty-nine and $81/100$ (159.81) feet, partially along a stonewall and through a drill hole at the end of said stonewall, bounded southeasterly by land now or formerly of Harry P. Judson Living Trust, to a drill hole;

thence turning an interior angle of $170^{\circ}-17'-40''$ and proceeding in a northeasterly direction a distance of one hundred fifty-six and $64/100$ (156.64) feet along a stonewall, to a point;

thence turning an interior angle of $182^{\circ}-42'-38''$ and proceeding in a northeasterly direction a distance of one hundred sixty-eight and $16/100$ (168.16) feet along a stonewall, to a drill hole at a turn in said wall;

thence turning an interior angle of $138^{\circ}-38'-02''$ and proceeding in a northerly direction a distance of seventy-three and $74/100$ (73.74) feet along a stonewall, to a drill hole at the corner of said wall;

thence turning an interior angle of $238^{\circ}-54'-16''$ and proceeding in a northeasterly direction a distance of sixteen and $50/100$ (16.50) feet partially along a stonewall, to a point;

the last four courses are bounded southeasterly and easterly by said Judson land;

thence turning an interior angle of $84^{\circ}-55'-36''$ and proceeding in a northwesterly direction a distance of one thousand one hundred and $40/100$ (1100.40) feet, bounded northeasterly by land now or formerly of James H. Russell, J., Robert D. Russell and Patricia Shipman, to a point;

thence turning an interior angle of $207^{\circ}-45'-27''$ and proceeding in a northwesterly direction a distance of four hundred thirteen and $25/100$ (413.25) feet, bounded northeasterly by said Russell and Shipman land, the point and place of beginning;

the last mentioned course forms an interior angle of $80^{\circ}-00'-43''$ with the first mentioned course;

Said parcel contains 1,855,120 S.F. or 42.588 acres of land, more or less, and is shown as PARCEL "A" on a plan entitled "MINOR SUBDIVISION 'LAND TRUST-SHIPMAN-RUSSELL DIVISION' for PATRICIA SHIPMAN on BURLINGAME ROAD in SMITHFIELD, RI A.P. 47 LOT 24", DATED 12/18/02, prepared by the Town of Smithfield, Anthony E. Muscatelli surveyor, and recorded in the Town of Smithfield, RI. SUBJECT TO THE RESTRICTION THAT THE ABOVE DESCRIBED PARCEL SHALL REMAIN AS OPEN SPACE IN PERPETUITY.

Together with and subject to easements, rights of way and other encumbrances of recordage 5 of 5

03 MAR -4 PM 12:26

(8) 47/13A

INST: 00001431
Bk: 633 Pg: 106WARRANTY DEED

MARK A. PAVAO, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grants to THE SMITHFIELD LAND TRUST, a body politic and a public instrumentality, with a business address of The Smithfield Town Hall, 64 Farnum Pike, Esmond, Rhode Island 02917:

All land and improvements in the Town of Smithfield, County of Providence, State of Rhode Island, laid out and designated as "OPEN SPACE" on that certain recorded plat entitled "Record Subdivision Plan, Pavao Subdivision, Evans Road, A.P. 47 / Lots 13A, 14 & 14B, Smithfield, Rhode Island, Surveyed by: Englehardt Surveying, LLC, 18 Timberline Road, Warwick, RI 02886; Prepared by: Jeffrey J. Campopiano, P.E., 16 West Main Street, Wickford, Rhode Island, 02852; Prepared for: Mark A. Pavao, 8 Evans Road, P.O. Box 908, Greenville, RI 02828. Dated January 16, 2008". Said plat is recorded with the Records of Land Evidence in the Town of Smithfield and further described in Exhibit "A", which is attached hereto and incorporated herein in full.

Said certain lot or parcel of land shall be held as open space in perpetuity and in accordance with the "Rhode Island Public Laws 2000, Chapter 215" and "By-Laws" of the Smithfield Land Trust.

Said certain lot or parcel of land shall be used for passive and/or active public recreation and in accordance with the restrictions and easements of record as found on the recorded plat and Land Evidence Records.

The consideration for this deed is such that no documentary stamps are required.

This transaction is exempt from the provisions of the Rhode Island Smoke and Carbon Monoxide Detector Law, as approved in section R.I.G.L. 23-28.35-14.

IN WITNESS WHEREOF, the undersigned have hereinafter placed their hands and seal on this

3 day of Apr. 1, 2008.

Mark A. Pavao
Mark A. Pavao

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Greenville, on this 3 day of Apr. 1, 2008, before me personally appeared Mark A. Pavao, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed individually and the free act and deed of him.

Sam B...
Notary Public
My commission expires: 8/29/09

INST: 00001431
Bk: 633 Pg: 107**EXHIBIT A - LEGAL DESCRIPTION**Pavao Subdivision
Open Space
Smithfield, Rhode Island

That certain parcel of land situated southerly of Evans Road in the Town of Smithfield, Providence County in the State of Rhode Island and Providence Plantations being more particularly described as follows:

Beginning at a point on the southerly line of Evans Road, such point being marked by an iron pin and located on the Town Line between Glocester and Smithfield, said point also being the north-westerly corner of herein described parcel, thence;

Following said line of Evans Road easterly on a curve with a radius of three hundred feet (300.00'), a central angle of seventeen degrees, thirty-six minutes, and twenty seconds ($17^{\circ}36'20''$), and an arc length of ninety-two and 18/100 feet (92.18') to a point;

Thence southeasterly turning an interior chord angle of one hundred seventy-one degrees, eleven minutes, and fifty seconds ($171^{\circ}11'50''$), and running a distance of ninety-eight and one-half feet (98.50') to a point;

Thence turning an interior angle of one hundred seventy-six, thirty-three minutes, and fifty-three seconds ($176^{\circ}33'53''$), and running two hundred eleven feet and 67/100 feet (211.67') to a point;

Thence turning an interior angle of one hundred eight-five degrees, twenty six minutes, and forty-five seconds ($185^{\circ}26'45''$), and running thirty-four and 46/100 feet (34.46') to a granite bound;

Thence turning an interior angle of one hundred fourteen degrees, fifty-two minutes, and forty-seven seconds ($114^{\circ}52'47''$), and running three hundred fifty-eight and 92/100 feet (358.92') to a drill hole;

Thence turning an interior angle of one hundred eleven degrees, thirty-eight minutes, and eight seconds ($111^{\circ}38'08''$), bounded northerly by record lots 1 and 2 as shown on said Record Land and running three-hundred twenty-five and 67/100 feet (325.67');

Thence turning an interior angle of one hundred eleven degrees, seven minutes, and forty-six seconds, ($111^{\circ}07'46''$), and running southerly a distance of forty-three and 13/100 (43.13') to a granite bound;

Thence turning an interior angle of two hundred sixty degrees, fifty-four minutes, and nine seconds ($260^{\circ}54'09''$), and running easterly a distance of four hundred thirty-five feet and 73/100 (435.73) to a point;

Thence turning an interior angle of two hundred and forty-four degrees, fifty-two minutes, and fourteen seconds ($244^{\circ}52'14''$), and running a distance of one-hundred feet (100.00') bounded northerly by land now or formerly of Mark A. Pavao to a point at the land now or formerly of Mark Merola;

Thence turning an interior angle of eighty-nine degrees, forty-six minutes ($89^{\circ}46'00''$), and running a distance of one-hundred feet (100.00') to a point in the southwesterly corner of land now or formerly of Mark Merola;

INST: 00001431
BK: 633 Pg: 108

Thence turning an interior angle of two-hundred seventy degrees, fourteen minutes (270°14'00"); and running a distance of two-hundred sixty and 77/100 feet (260.77") to a point;

Thence turning an interior angle of thirty-five degrees, two minutes, and forty-three seconds (35°02'43"); and running a distance of fifty and 6/10 feet (50.60') to an iron pin;

Thence turning an interior angle of one hundred eighty-eight degrees, forty-five minutes (188°45'00"); bounded easterly by land now or formerly of the Steere Family Limited Partnership, and running a distance one hundred seventy-three feet (173.00') to a point;

Thence turning an interior angle of one hundred twenty-nine degrees (129°00'00"); and running a distance one hundred ninety-six and 53/100 feet (196.53') to an iron pin;

Thence turning an interior angle of one hundred and eighty degrees (180°00'00"); and running a distance of three and 47/100 feet (3.47") to a second iron pin;

Thence turning an exterior angle of two hundred thirty-nine degrees, and twenty-nine minutes, and eight seconds (239°29'08"); bounded southerly by land now or formerly of Robert E. Moll and running one thousand thirty-four and 44/100 feet (1,034.44') to an iron pin within the town line dividing Smithfield and Gloucester;

Thence turning an interior angle of one hundred twenty-three degrees, twenty-three minutes, and five seconds (123°23'05") and running a distance of seven hundred and seventy-one and 39/100 (771.39') to an iron pin; said point being the place and point of beginning; said line forming an interior chord angle of forty-nine degrees, fifty-seven minutes, and four seconds (49°57'04") with the first described course.

The herein described parcel encompasses two hundred and eight-two thousand, five hundred and forty square feet (282,540 square feet) and is subject to easements of record.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Apr 21, 2008 09:41:19A

(11) 47/274

INST: 00013573
BK: 782 Pg: 88



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

NO FURTHER ACTION

Ernest Louis Matteo Revocable Trust - 1998
Antonetta Delores Matteo Revocable Trust - 1998
c/o Carl B. Lisa, Sr.
5 Benefit Street
Providence, RI 02904

January 20, 2011

RE: Matteo Farm (former)
90 Swan Road
Smithfield, Rhode Island
Plat 47, Proposed Lot 1
Case No. 2004-053

Dear Ernest Louis Matteo and Antonetta Delores Matteo:

On February 24, 2004, the Rhode Island Department of Environmental Management (the Department) amended the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, (the Remediation Regulations). The purpose of these regulations is to create an integrated program requiring reporting, investigation and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment in an efficient manner.

The Department's Office of Waste Management (OWM) has received and reviewed the following document in regard to the above referenced Site, which is proposed to remain agricultural or restricted open-space until such a time when active agricultural activities resume:

- A certified copy of the Department approved Environmental Land Usage Restriction (ELUR), which was recorded in the Town of Smithfield Land Evidence Records for the subject property on January 7, 2011 (Book 780, Pages 151-162).

Any use of the property, other than that which is stated above, will require the submittal of a Remedial Action Work Plan to the Department for review and approval prior to any development and/or implementation of property use changes.

Based upon the information provided in the document referenced above, the OWM has determined that the property does not require any additional response actions in accordance with the Remediation Regulations at this time.

Matteo Farm (former)
90 Swan Road, Smithfield

January 20, 2011
Page 1 of 2

INST: 00013573
Bk: 782 Pg: 89

Please be advised that the OWM reserves the right to require additional actions under the Remediation Regulations at the subject site should any of the following occur:

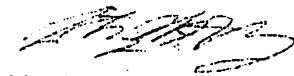
- A. Conditions at the site previously unknown to the Department are discovered;
- B. Information previously unknown to the Department becomes available;
- C. Policy and/or regulatory requirements change;
- D. Ernest Louis Matteo Revocable Trust - 1998, Antonetta Delores Matteo Revocable Trust - 1998, or any future holder (s) of any interest in the property fails to adhere to the terms and conditions of the ELUR for the property; or
- E. The property is used for any activities other than agricultural and/or restricted open-space until active agricultural activities resume as previously approved by the Department.

Please note that this No Further Action letter strictly adheres to only Plat 47, Proposed Lot 1 on the plan entitled "FINAL - MINOR SUBDIVISION MATTEO PROPERTY / TOWN OF SMITHFIELD LAND TRUST SWAN ROAD A.P. 47/LOT77" revision 1 dated August 2, 2010, prepared by the Town of Smithfield, Anthony E. Muscatelli, Town Surveyor.

Please note that this is not a Letter of Compliance and that nothing in this letter relieves the responsible party, or the site, from compliance with all other applicable local, State and/or Federal regulations.

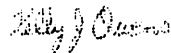
If you have any further questions regarding this matter, please contact me by telephone at (401) 222-2797 x7147 or by e-mail at tim.fleury@dem.ri.gov.

Sincerely,



Timothy M. Fleury
Senior Engineer
Office of Waste Management

Authorized by,



Kelly J. Owens
Assoc. Supervising Engineer
Office of Waste Management

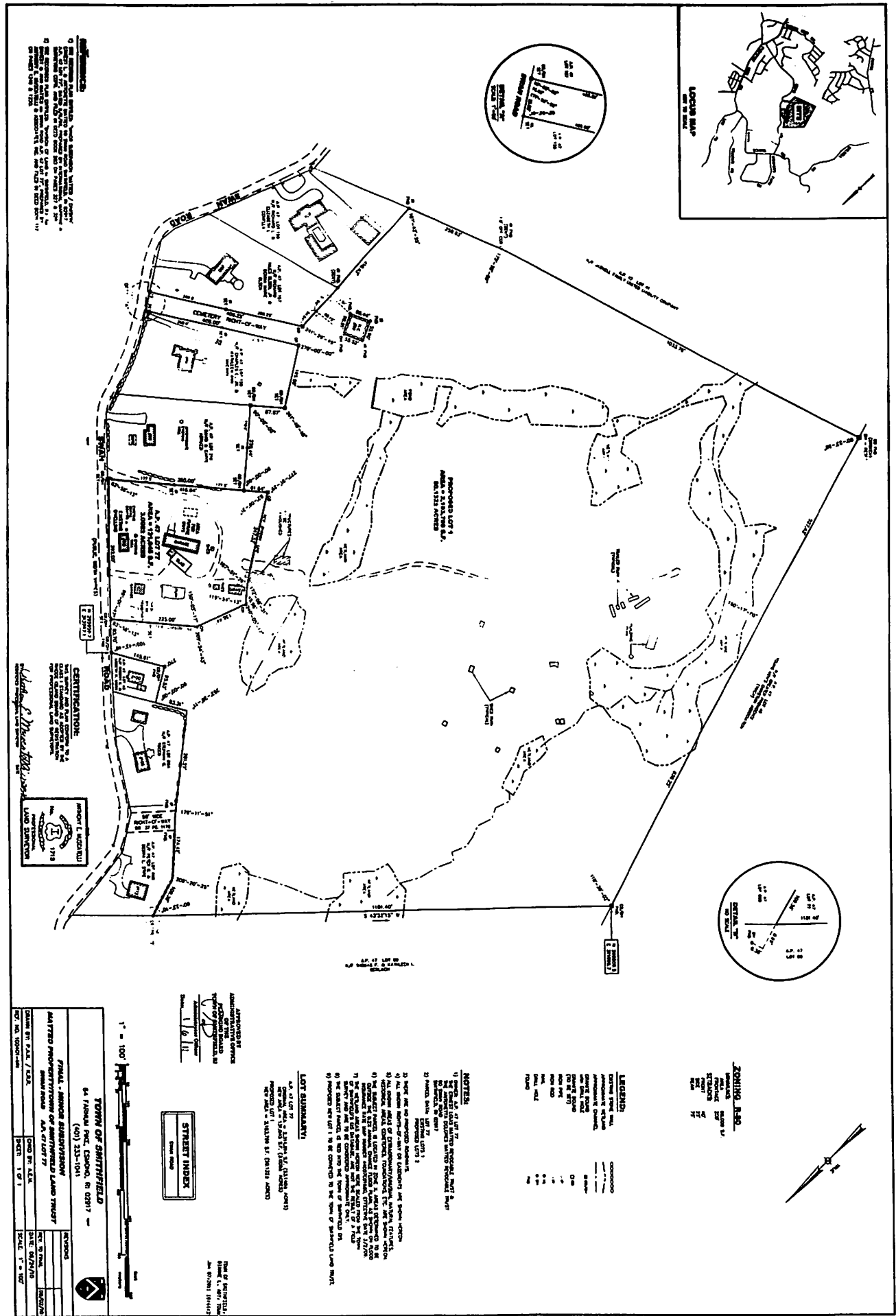
Cc: Patrick Dowling, Fuss & O'Neill, Inc.
Michael Phillips, Town of Smithfield
Barbara Rich, Smithfield Land Trust

Matteo Farm (former)
90 Swan Road, Smithfield

January 20, 2011
Page 2 of 2

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Jan 24, 2011 10:34:34A



NOTES:
1. THIS PLAT IS A PRELIMINARY PLAT OF A PROPOSED LOT 1, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE PLAT IS SUBJECT TO THE APPROVAL OF THE TOWN OF SMITHFIELD, RHODE ISLAND.
3. THE PLAT IS SUBJECT TO THE APPROVAL OF THE TOWN OF SMITHFIELD, RHODE ISLAND.
4. THE PLAT IS SUBJECT TO THE APPROVAL OF THE TOWN OF SMITHFIELD, RHODE ISLAND.

CERTIFICATION:
I, the undersigned, being a duly qualified and licensed surveyor in the State of Rhode Island, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on the records of the Town of Smithfield, Rhode Island.

TOWN OF SMITHFIELD
64 FARMER PK. (SOUTH, R. 02917)
(401) 233-1041
FINAL - RECORD SUBDIVISION
MATTHEW PROPERTIES OF SMITHFIELD LAND TRUST
PROPOSED LOT 1
DATE: 01/07/11
SCALE: 1" = 100'

1" = 100'

STREET INDEX
Main Street
Farm Road

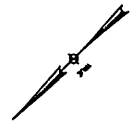
APPROVED BY:
PROFESSIONAL SURVEYOR
TOWN OF SMITHFIELD, RHODE ISLAND
DATE: 1/6/11

LOT DIMENSIONS:
Lot 1: 100' x 100'
Lot 2: 100' x 100'
Lot 3: 100' x 100'

NOTES:
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4. THE PLAT IS SUBJECT TO THE APPROVAL OF THE TOWN OF SMITHFIELD, RHODE ISLAND.

LEGEND:
PROPOSED LOT 1
PROPOSED LOT 2
PROPOSED LOT 3
PROPOSED LOT 4
PROPOSED LOT 5
PROPOSED LOT 6
PROPOSED LOT 7
PROPOSED LOT 8
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PROPOSED LOT 96
PROPOSED LOT 97
PROPOSED LOT 98
PROPOSED LOT 99
PROPOSED LOT 100

NOTES:
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4. THE PLAT IS SUBJECT TO THE APPROVAL OF THE TOWN OF SMITHFIELD, RHODE ISLAND.



BOOK 241 PAGE 754

EXHIBIT "A"

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

beginning at a point in the westerly line of Swan Road, said point being located at a distance of one thousand eighty-seven and 45/100 (1087.45) feet as measured in a generally northerly direction along the westerly line of said road from a granite bound located at the most northeasterly corner of land now or formerly of Richard J. and Patricia A. Jaswell;

thence proceeding in a northwesterly direction along the westerly line of said road a distance of four hundred forty-seven and 70/100 (447.70) feet to a point;

thence turning an interior angle of 105°-43'-40" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Robert E. and Lisbeth K. Moon a distance of one hundred forty-five and 61/100 (145.61) feet to a point;

thence turning an interior angle of 270°-00'-00" and proceeding in a northwesterly direction bounded northeasterly by said Moon land a distance of ninety-five and 53/100 (95.53) feet to a point;

thence turning an interior angle of 90°-00'-00" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Janice N. Oceau a distance of eighty-three and 32/100 (83.32) feet to a point;

thence turning an interior angle of 262°-28'-11" and proceeding in a northwesterly direction bounded northeasterly by said Oceau land a distance of two hundred sixty-one and 27/100 (261.27) feet to a point;

thence turning an interior angle of 176°-11'-51" and proceeding in a northwesterly direction bounded northeasterly in part by a right of way and northeasterly in part by land now or formerly of Peter G. and Debra L. Stripe a distance of one hundred seventy-four and 42/100 (174.42) feet to a point;

thence turning an interior angle of 205°-20'-25" and proceeding in a northerly direction bounded easterly by said Stripe land a distance of one hundred nine and 38/100 (109.38) feet to a point;

thence turning an interior angle of 60°-23'-10" and proceeding in a southwesterly direction bounded northwesterly by land now or formerly of Jon M. Chiovitti a distance of one thousand one hundred eighty-one and 40/100 (1181.40) feet to a granite bound;

BOOK 241 PAGE 755

thence turning an interior angle of $118^{\circ}-39'-00''$ and proceeding in a southerly direction bounded westerly by land now or formerly of the Greater Providence Young Mens Christian Association a distance of eight hundred thirty-eight and $25/100$ (838.25) feet to a point;

thence turning an interior angle of $180^{\circ}-17'-00''$ and proceeding in a southerly direction bounded westerly by said association land a distance of five hundred twenty-seven and $43/100$ (527.43) feet to a granite bound;

thence turning an interior angle of $90^{\circ}-23'-58''$ and proceeding in an easterly direction bounded southerly by said Jaswell land a distance of one thousand thirty-three and $76/100$ (1033.76) feet to a point;

thence turning an interior angle of $175^{\circ}-35'-59''$ and proceeding in an easterly direction bounded southerly by said Jaswell land a distance of two hundred fifty-nine and $63/100$ (259.63) feet to a point;

thence turning an interior angle of $107^{\circ}-42'-55''$ and proceeding in a northeasterly direction bounded southeasterly in part by land now or formerly of Richard L. and Elizabeth L. Comella and northeasterly in part by land now or formerly of Richard Niles Jr. / Donna Marie Olson for a distance of four hundred ten and $43/100$ (410.43) feet to a point;

thence turning an interior angle of $241^{\circ}-29'-49''$ and proceeding in a northeasterly direction bounded southeasterly by said Olson land a distance of four hundred six and $25/100$ (406.25) feet to a point in the westerly line of said Swan Road;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction along the westerly line of said road a distance of fifteen and $00/100$ (15.00) feet to a point;

thence turning an interior angle of $177^{\circ}-56'-59''$ and proceeding in a northwesterly direction along the westerly line of said road a distance of thirty-five and $02/100$ (35.02) feet to a point;

thence turning an interior angle of $92^{\circ}-03'-01''$ and proceeding in a southwesterly direction bounded northwesterly by other land now or formerly of Ernest L. and Antonette Matteo a distance of four hundred five and $00/100$ (405.00) feet to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a northwesterly direction bounded northeasterly by said Matteo land a distance of one hundred sixty-five and $00/100$ (165.00) feet to a point;

thence turning an interior angle of $261^{\circ}-45'-45''$ and proceeding in a northeasterly direction bounded southeasterly by said Matteo land a distance of eighty-seven and $87/100$ (87.87) feet to a point;

BOOK 241 PAGE 756

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction bounded northeasterly by land now or formerly of David and Carol A. Abruzzi a distance of two hundred twenty and $49/100$ (220.49) feet to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a northeasterly direction bounded southeasterly by said Abruzzi land a distance of three hundred fifty-five and $00/100$ (355.00) feet to the point and place of beginning;

the last course forming an interior angle of $83^{\circ}-58'-13''$ with the first mentioned course;

said parcel contains 2,314,814 square feet or 53.14 acres of land more or less and is shown as lot two (2) on a plan entitled "Minor Subdivision 'Matteo/Division' Ernest L. & Antonette Matteo 90 Swan Road Smithfield, RI 02917", prepared by International Mapping & Surveying Corp., dated 5/6/96 and recorded in the Town of Smithfield, RI.

TOWN OF SMITHFIELD, RI
M. EILEEN MATTY, TOWN CLERK

98 DEC -9 PM 11:53

(13) 43/72

BK0273PG0511

WARRANTY DEED

I, **WILLIAM H. STEERE**, of the Town of Smithfield, County of Providence, State of Rhode Island, *for consideration paid grant to SMITHFIELD LAND TRUST*, of 64 Farnum Pike, Esmond, Rhode Island 02917, as a sole tenant,
with WARRANTY COVENANTS:

For description of the conveyed premises see attached Exhibit "A", which is made a part hereof by reference.

This grant is subject to Easements and Rights of Way of record, which Easements and Rights of Way are filed in the Land Evidence Records of the Town of Smithfield.

The Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as he is a resident of the State of Rhode Island as evidenced by Affidavit.

The Grantor certifies that this transfer is exempt from the smoke detector law as provided in R.I.G.L. §23-28.35-4, as this is vacant land.

WITNESS my hand and seal this 13th day of October, 2000.

William H. Steere
WILLIAM H. STEERE

STATE OF RHODE ISLAND
 COUNTY OF PROVIDENCE

In Smithfield, on the 13th day of October, 2000, before me personally **WILLIAM H. STEERE** to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed, to be his free act and deed.

Polly A. Hopkins
 NOTARY PUBLIC *Polly A. Hopkins*
 My commission expires: 4-19-03

Grantee's address:
 64 Farnum Pike
 Esmond, RI 02917

TAX \$ 560.00
 DATE 10-18-00
 RECORD: 00448
 OF SMITHFIELD
 RECORDS AND
 REAL ESTATE COMMISSION

BK0273PG0512

EXHIBIT "A"

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and bounded and described as follows:

A certain lot of land situated on Wolf Hill and bounded and described as follows:

Beginning at a great chestnut stump at the southwest corner of said lot; thence S. 45° E. forty-seven (47) rods five (5) links to a black oak tree on the westerly side of Wolf Hill Road; thence N. 16½° E. two (2) rods nineteen (19) links to bunch of maple trees; thence S. 62¼° E. twenty-eight (28) rods twenty-one (21) links to heap of stones; thence N. 63° E. twenty-nine (29) rods to heap of stones, a bound of land formerly of Elisha Smith; thence N. 38° E. three (3) rods to stone set in the ground; thence N. 45½° W. one hundred twenty (120) rods to a stone set in the ground, a bound of land formerly of Silas Smith and the heirs of Asahel Phetteplace, deceased; thence S. 15° E. forty-three (43) rods seventeen (17) links to rock and stones on it; thence S. 45° W. eighteen (18) rods three (3) links to the first mentioned corner and contains 20 acres, 2 rods and 18.50 rods, being SUBJECT TO said road passing through the same. Or however otherwise described, being the first lot set off to Emily J. Winsor in the division of the real estate of Appleby Smith, late of said Smithfield, deceased; the report of the Commissioners of said estate and the plat accompanying said report being on file in the Office of the Town Clerk in said Smithfield. Being the same premises conveyed to Oscar H. Steere by deed from Franklin E. Winsor and others dated October 22, 1921 and recorded in the Records of Land Evidence in said Town of Smithfield, in deed book 13 at page 340.

ALSO, a certain lot or tract of land situated, lying and being on both sides of Wolf Hill Road, adjoining land formerly of Elisha Smith, Esq., Winsor Farnum and the heirs of Asahel Phetteplace, late of said Smithfield, deceased, as may be seen on the division plat of the Estate of Junia Smith, deceased, and is bounded and described as follows:

Beginning at a heap of stones, being a bound of said Elisha Smith and the heirs of Asahel Phetteplace, deceased; thence N. 81½° E. forty-nine (49) rods twenty (20) links to a heap of stones; thence S. 40¾° E. by a recent survey eighty-five (85) rods eleven (11) links to a stake and stones where formerly stood a black birch tree with stones around it; thence S. 34° W. thirty-two (32) rods fifteen (15) links to a stake and stones, a bound of the heirs of Appleby Smith, late of Smithfield, deceased, land; thence S. 47¾° W. by and with said Appleby Smith's heirs land one hundred twenty (120) rods to the first mentioned bound, and contains by estimation twenty-three (23) acres and ninety (90) rods, be the same more or less.

ALSO, a certain lot or tract or parcel of land situated on Wolf Hill, so called, and bounded and described as follows:

Beginning at a large white oak tree at the northeast corner of said lot, formerly a bound of the heirs of Silas Smith and Thomas Sprague's land, now both deceased; thence S. 76° W. thirty-four (34) rods thirteen (13) links to an old pitch pine stump and stones around

BK 0273PG0513

It; thence S. 82½° W. thirty-nine (39) rods thirteen (13) links to a stone set in the ground by the end of wall, a bound of Abraham Smith's land; thence S. 9° E. thirteen (13) rods nine (9) links, to stones by side of wall; thence S. 12° E. two (2) rods twenty-one (21) links to stones by turn in wall; thence S. 9¾° E. twenty (20) rods seven (7) links to a corner of wall, a bound of the heirs of Asahel Phetteplace, deceased, land; thence S. 69° E. fifty-six (56) rods twenty (20) links to a stone set in the ground and stones around it, also a bound of said heirs' land; thence S. 15 1/3° E. forty-five (45) rods thirteen (13) links to a heap of stones, a bound of the heirs of Silas Smith, Appleby Smith and Asahel Phetteplace, deceased, land; thence North 81° East forty-nine (49) rods twenty (20) links to stake and stones; thence N. 8° W. fifty-one (51) rods nineteen (19) links to a black oak stump and stones around it; thence N. 21 1/8° W. sixty (60) rods thirteen (13) links to the first mentioned bound and contains by plat fifty-one acres and twenty-eight rods of land.

Meaning and Intending hereby to convey all and the same premises where were conveyed to Henry E. Smith by two separate deeds, one from Draper C. and Jenckes A. Smith and the other from Elisha Smith, which deeds are recorded in the Records of Land Evidence in the (old) Town of Smithfield in book 33 at page 245 and book 43 at page 93, respectively, title to which having come to Helen P. Remington and others by will of Mercy J. Smith, their mother, late of the Town of Smithfield, deceased. Being the same premises conveyed to Oscar H. Steere by deed from Helen P. Remington and others dated March 6, 1924 and recorded in said Records of Land Evidence in deed book 14 at page 465.

EXCEPTING FROM ALL THE PREMISES ABOVE DESCRIBED, the portion thereof conveyed to Hester M. Hastings by deed from Oscar H. Steere, dated September 25, 1930 and recorded in the Records of Land Evidence in the Town of Smithfield in Deed Book 16 at page 149.

ALSO, a certain wood lot lying easterly of a branch of the Spragueville Reservoir, so called, in Spragueville. Said lot contains forty (40) acres of land, more or less, and is all that part of the real estate conveyed from Sarah E. Vaughn to Edgar L. Williams by deed dated April 18, 1910 and recorded in said Records of Land Evidence in Deed book 8 at page 153, which was owned by Edgar L. Williams, Sr., at the time of his decease, and which lies easterly of and borders on land of Woonasquatucket Reservoir Company, including the DOWER right of Lizzie A. Williams, widow of Edgar L. Williams, Sr., in the above described premises. Being the same premises conveyed to Oscar H. Steere by deed from George E. Thurber, Administrator of the Estate of Edgar L. Williams, Sr., and Lizzie A. Williams dated June 4, 1938 and recorded said Records of Land Evidence in Deed Book 15 at page 809.

MEANING AND INTENDING TO DESCRIBE all that certain property conveyed in that certain warranty deed from Oscar H. Steere to William H. Steere and Marie E. Steere, husband and wife, dated August 5, 1957 and recorded in the Records of Land Evidence for the Town of Smithfield on August 5, 1957 at 10:30 a.m. in book 23 at page 372.

TOWN OF SMITHFIELD, RI
AL FLETCHER, TOWN CLERK

Mydocs\deeds\Waller\wd\vmsteeredeed

00 OCT 18 AM 9:30

13 43/72

INST: 00004833
Bk: 606 Pg: 122

GORDON E. ROWLEY and CLAUDIA K. ROWLEY
of Smithfield, Rhode Island
for consideration paid, grant to THE SMITHFIELD LAND TRUST, its successors, nominees
or assigns, a body politic and corporate and public instrumentality
of 64 Farnum Pike, Smithfield, R.I. 02917 with WARRANTY COVENANTS
(DESCRIPTION, AND INCUMBRANCES, IF ANY)

Land situated in the Town of Smithfield, Rhode Island, as more fully described
in Exhibit A attached hereto and made a part hereof.

We, Gordon E. Rowley and Claudia K. Rowley, do hereby covenant that we are
residents of Rhode Island in compliance with R.I.G.L. §44-30-71.3, as evidenced
by affidavit.

Consideration Paid: Seven Hundred Fifty Thousand (\$750,000.00) Dollars.

SUBJECT TO UTILITY EASEMENTS OF RECORD

12/19/07
DATE 11/19/07
RECORDING TAX
007461
REAL ESTATE CONVEYANCE TAX

husband of the grantor
wife
release to said grantee all right of curtesy and all other interest in the aforescribed premises.
dower

Witness our hand, s. this 9 day of November, 2007

Gordon E. Rowley

GORDON E. ROWLEY

State of Rhode Island, Etc.
COUNTY OF

Claudia K. Rowley
CLAUDIA K. ROWLEY

In SMITHFIELD on the 9 day of November, 2007
before me personally appeared Gordon E. Rowley and Claudia K. Rowley

to me known and known by me to be the parties executing the foregoing instrument, and
they acknowledged said instrument, by them executed, to be their free act and deed.

John A. Puller

NOTARY PUBLIC
My commission expires: 12/18/08

INST: 00004853
Bk: 606 Pg: 123

EXHIBIT "A"

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

Beginning at a point on the southwesterly line of Farnum Pike, Rhode Island Route #104, said point being the most easterly corner of land now or formerly of Douglas H. Farrah, III, said point also being the most northerly corner of the herein described parcel;

thence proceeding in a general southerly direction a distance of four hundred seventy-nine and 65/100 (479.65) feet, bounded westerly by said Farrah land to a point;

thence turning an interior angle of $215^{\circ}-56'-17''$ and proceeding in a southwesterly direction a distance of twelve and 13/100 (12.13) feet, to a point;

thence turning an interior angle of $131^{\circ}-45'-12''$ and proceeding in a general southerly direction a distance of thirty-two and 85/100 (32.85) feet, to a point;

thence turning an interior angle of $192^{\circ}-44'-41''$ and proceeding in a general southerly direction a distance of one hundred twenty-seven and 40/100 (127.40) feet, to a point;

thence turning an interior angle of $235^{\circ}-31'-57''$ and proceeding in a southwesterly direction a distance of seventeen and 51/100 (17.51) feet, to a point;

thence turning an interior angle of $161^{\circ}-07'-35''$ and proceeding in a southwesterly direction a distance of one hundred forty-two and 78/100 (142.78) feet, to a point;

thence turning an interior angle of $207^{\circ}-07'-25''$ and proceeding in a southwesterly direction a distance of forty-eight and 93/100 (48.93) feet, to a point;

thence turning an interior angle of $265^{\circ}-25'-38''$ and proceeding in a northwesterly direction a distance of fourteen and 53/100 (14.53) feet, to a point;

thence turning an interior angle of $95^{\circ}-51'-03''$ and proceeding in a southwesterly direction a distance of thirty-five and 56/100 (35.56) feet, to a point;

thence turning an interior angle of $190^{\circ}-18'-04''$ and proceeding in a southwesterly direction a distance of eighty-four and 35/100 (84.35) feet, to a point;

the last nine (9) courses are bounded westerly, northwesterly and easterly by land now or formerly of Douglas H. Farrah, III;

thence turning an interior angle of $134^{\circ}-31'-25''$ and proceeding in a southwesterly direction a distance of eighty-three and 67/100 (83.67) feet, bounded northwesterly in part by said Farrah land and northwesterly in part by land now or formerly of Donald Courtot to a point;

thence turning an interior angle of $226^{\circ}-19'-13''$ and proceeding in a southwesterly direction a distance of one hundred four and 91/100 (104.91) feet to a point;

INST: 00004853
Bk: 606 Pg: 124

thence turning an interior angle of $170^{\circ}-55'-57''$ and proceeding in a southwesterly direction a distance of sixty-nine and $72/100$ (69.72) feet, to a point;

thence turning an interior angle of $185^{\circ}-43'-09''$ and proceeding in a westerly direction a distance of ninety-three and $00/100$ (93.00) feet, to a point;

thence turning an interior angle of $212^{\circ}-57'-22''$ and proceeding in a westerly direction a distance of thirteen and $83/100$ (13.83) feet, to a point;

thence turning an interior angle of $142^{\circ}-52'-01''$ and proceeding in a westerly direction a distance of twenty-two and $02/100$ (22.02) feet, to a point;

thence turning an interior angle of $165^{\circ}-17'-59''$ and proceeding in a southwesterly direction a distance of twenty-three and $78/100$ (23.78) feet, to a point;

the last six (6) courses are bounded northerly and northeasterly by said Courtot land;

thence turning an interior angle of $179^{\circ}-36'-31''$ and proceeding in a southwesterly direction a distance of sixty-three and $00/100$ (63.00) feet, to a point;

thence turning an interior angle of $197^{\circ}-08'-22''$ and proceeding in a westerly direction a distance of one hundred seventeen and $00/100$ (117.00) feet, to a point;

thence turning an interior angle of $185^{\circ}-48'-47''$ and proceeding in a westerly direction a distance of ninety-six and $50/100$ (96.50) feet, to a point;

thence turning an interior angle of $165^{\circ}-21'-33''$ and proceeding in a westerly direction a distance of one hundred ninety-eight and $00/100$ (198.00) feet, to a drill hole at the corner of a stonewall;

the last four (4) courses are bounded northerly by land of the Town of Smithfield Land Trust;

thence turning an interior angle of $84^{\circ}-16'-15''$ and proceeding in a southerly direction a distance of one hundred forty-two and $44/100$ (142.44) feet, to a point;

thence turning an interior angle of $178^{\circ}-57'-16''$ and proceeding in a southerly direction a distance of sixteen and $30/100$ (16.30) feet, to a point;

thence turning an interior angle of $174^{\circ}-54'-48''$ and proceeding in a general southerly direction a distance of three hundred thirty and $70/100$ (330.70) feet, to a point;

thence turning an interior angle of $180^{\circ}-11'-38''$ and proceeding in a general southerly direction a distance of two hundred fifty-one and $87/100$ (251.87) feet, to a point;

the last four (4) courses are bounded westerly by land of the Town of Smithfield Land Trust;

thence turning an interior angle of $253^{\circ}-28'-17''$ and proceeding in a southwesterly direction a distance of four hundred sixty-seven and $57/100$ (467.57) feet, bounded northerly by land of the Town of Smithfield Land Trust to a stone bound with a drill hole;

INST: 00004853
Bk: 606 Pg: 125

thence turning an interior angle of 103°-37'-10" and proceeding in a southeasterly direction a distance of nine hundred fifty-one and 65/100 (951.65) feet, bounded westerly by land of the Town of Smithfield Land Trust to a stone bound with a drill hole;

thence turning an interior angle of 94°-02'-38" and proceeding in a general easterly direction a distance of five hundred ten and 83/100 (510.83) feet, to a point;

thence turning an interior angle of 179°-17'-23" and proceeding in a general easterly direction a distance of three hundred twenty-eight and 58/100 (328.58) feet, to a point;

thence turning an interior angle of 178°-34'-52" and proceeding in a general easterly direction a distance of four hundred fifteen and 35/100 (415.35) feet, to a point;

thence turning an interior angle of 181°-46'-59" and proceeding in a general easterly direction a distance of one hundred fifteen and 97/100 (115.97) feet, to a point on the westerly line of Interstate Route 295;

the last four (4) courses are bounded southerly by land now or formerly of the State of Rhode Island as shown on Rhode Island State Highway Plat #1351, Page 19;

thence proceeding in a general northerly direction a distance of seven hundred and 65/100 (700.65) feet, along the arc of a curve having a radius of four thousand eight hundred twenty-five and 00/100 (4,825.00) feet, and a delta angle of 08°-19'-12" along the westerly line of Interstate Route 295 as shown on Rhode Island State Highway Plat #1351 to an iron rod set;

thence proceeding in a general westerly direction a distance of one hundred thirty-eight and 90/100 (138.90) feet, to a drill hole set at the end of a stonewall;

thence turning an interior angle of 181°-04'-38" and proceeding in a general westerly direction a distance of one hundred eighty-two and 52/100 (182.52) feet, to a point;

thence turning an interior angle of 178°-23'-34" and proceeding in a general westerly direction a distance of fifty-nine and 69/100 (59.69) feet, to a drill hole set in a stonewall;

the last three (3) courses are bounded northerly by land of this grantor;

thence turning an interior angle of 256°-34'-01" and proceeding in a northwesterly direction a distance of two hundred ninety-six and 77/100 (296.77) feet, to a field stone bound;

thence turning an interior angle of 190°-00'-58" and proceeding in a northwesterly direction a distance of three hundred thirteen and 00/100 (313.00) feet, to a point;

the last two (2) courses are bounded easterly by land of this grantor;

thence turning an interior angle of 268°-40'-02" and proceeding in a general easterly direction a distance of one hundred twenty-five and 00/100 (125.00) feet, to a point;

INST: 00004853
Bk: 606 Pg: 126

thence turning an interior angle of 203°-05'-53" and proceeding in a general easterly direction a distance of ninety-seven and 10/100 (97.10) feet, to a point;

thence turning an interior angle of 183°-58'-17" and proceeding in a general easterly direction a distance of one hundred forty-six and 35/100 (146.35) feet, to a point;

the last three (3) courses are bounded southerly by land of this grantor;

thence turning an interior angle of 94°-23'-42" and proceeding in a northerly direction a distance of six hundred nineteen and 55/100 (619.55) feet, to a point;

thence turning an interior angle of 190°-19'-42" and proceeding in a northerly direction a distance of three hundred twenty-two and 58/100 (322.58) feet, to a point on the southerly line of Farnum Pike;

the last two (2) courses are bounded easterly by land of this grantor;

thence turning an interior angle of 129°-56'-21" and proceeding in a northwesterly direction a distance of sixty-four and 92/100 (64.92) feet, along the southerly line of Farnum Pike, Rhode Island Route #104, to the point and place of beginning;

the first mentioned course forms an interior angle of 50°-03'-39" with the last mentioned course;

this parcel contains 48.4 acres of land, more or less;

this parcel is to be combined with other land of the Town of Smithfield Land Trust;

this parcel is further described as ADMINISTRATIVE SUBDIVISION ROWLEY/LAND TRUST PROPERTY" A.P. 43 LOT 72 and A.P. 46 LOTS 148 & 149, FARNUM PIKE, RT. 295 & WOLF HILL RD., SMITHFIELD, RHODE ISLAND, and recorded in Plat Book 6, Page 197-198, in the Clerk's Office, Town of Smithfield.

Property Address:

200 Farnum Pike
Flat 46, Lot 148
Smithfield, Rhode Island 02917

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Nov 09, 2007 04:00:09P

(13) 46/1064

BK0316PG0382

WARRANTY DEED

MARY E. MOWRY, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid, grant to THE SMITHFIELD LAND TRUST, a body politic and corporate and a public instrumentality organized and existing under the laws of the State of Rhode Island with a principal mailing address c/o Smithfield Town Hall, 64 Farnum Pike; Smithfield, Rhode Island, with *Warranty Covenants*:

That certain parcel of property located within the Town of Smithfield with all improvements thereon and more particularly described on Exhibit A attached hereto and made part hereof.

This conveyance is such that no R.I.G.L. 44-30-71.3 withholding is required. Grantor is a Rhode Island resident as evidenced by affidavit.

The undersigned hereby certifies that this transfer is exempt from the smoke and carbon monoxide detector law as provided in R.I.G.L. 23-28.35-14 as the property being transferred does not contain residential dwellings.

TO BE SAVED AS OPEN SPACE IN PERPETUITY.

EXECUTED as a sealed instrument 26th day of February, 2002.

Mary E. Mowry
MARY E. MOWRY

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Smithfield on this 26th day of February, 2002, before me personally appeared the within named MARY E. MOWRY, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her so executed to be her free act and deed.

Nicholas A. Lambros
Notary Public
Please print: Nicholas A. Lambros
My Commission Expires: 11/1/05

Grantee's Address:
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

After recording please return to:
Nicholas A. Lambros, Esq.
POORE & ROSENBAUM
30 Exchange Terrace
Providence, RI 02903

REAL ESTATE CONVEYANCE TAX
005052
TAX 1 1130.00
DATE 2/26/02
RECORDED 2/27/02

BK0316PG0383

EXHIBIT "A"

That certain tract or parcel of land with buildings and improvements thereon, situated in the town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Pleasant View Avenue at station 130+54.78 as shown on Rhode Island State Highway Plat #251, said point being the most northwesterly corner of land now or formerly of Lilian W. Harris Trustee et als. and the most northeasterly corner of the herein described parcel;

thence proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue along the arc of a curve having a radius of eight hundred eighty-three and 29/100 (883.29) feet, a delta angle of 14°-37'-42" for a length of two hundred twenty-five and 52/100 (225.52) feet, to the point curvature of said curve;

thence proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue a distance of three hundred sixteen and 42/100 (316.42) feet, to an angle point opposite centerline station 125+00 as shown on Rhode Island State Highway Plat #251;

thence turning an interior angle of 182°-18'-40" and proceeding in a southwesterly direction along the southerly line of said Pleasant View Avenue a distance of fifty-four and 57/100 (54.57) feet, to the point of curvature of a curve;

thence proceeding in a general southerly direction along the arc of a curve having a radius of twenty-five and 00/100 (25.00) feet, a delta angle of 85°-28'-09" for a length of thirty-seven and 29/100 (37.29) feet, bounded southwesterly by land now or formerly of the Town of Smithfield, to the point of tangency of said curve;

thence proceeding southeasterly, a distance of nine hundred six and 81/100 (906.81) feet, bounded southwesterly by said Town of Smithfield land, to a point;

thence turning an interior angle of 158°-12'-47" and proceeding in a southeasterly direction a distance of seven hundred twelve and 68/100 (712.68) feet, bounded southerly by land now or formerly of Lakeside Residential Partners, LLC, to a granite bound;

thence turning an interior angle of 229°-26'-56" and proceeding in a southerly direction a distance of one thousand four hundred eighteen and 00/100 (1418.00) feet, bounded westerly in part by land now or formerly of Lakeside Residential Partners, LLC, westerly in part by land now or formerly of Roy Jaswell and westerly in part by land now or formerly of Elsie Ashworth, to the corner of a stonewall;

BK0316PG0384

thence turning an interior angle of $102^{\circ}-52'-33''$ and proceeding in a northeasterly direction a distance of nine hundred fifty-five and $04/100$ (955.04) feet, bounded southerly by land now or formerly of the Town of Smithfield Land Trust, to a fieldstone bound;

thence turning an interior angle of $180^{\circ}-00'-00''$ and continuing in a northeasterly direction a distance of three hundred sixty-seven and $66/100$ (367.66) feet, bounded southeasterly by said Land Trust land, to a stonewall; said course passes thru an easement granted to The Narragansett Electric Company;

thence turning an interior angle of $75^{\circ}-25'-24''$ and proceeding in a northerly direction along the centerline of a stone wall a distance of one hundred forty-two and $44/100$ (142.44) feet, bounded southeasterly by land now or formerly of Gordon Rowley to a drill hole in the corner of said stonewall;

thence turning an interior angle of $275^{\circ}-43'-45''$ and proceeding in a northeasterly direction, partly along the centerline of a stone wall, a distance of one hundred ninety-eight and $00/100$ (198.00) feet to an angle point;

thence turning an interior angle of $194^{\circ}-38'-27''$ and proceeding in a northeasterly direction, partly along the centerline of a stonewall, a distance of ninety-six and $50/100$ (96.50) feet to an angle point;

thence turning an interior angle of $174^{\circ}-11'-13''$ and proceeding in a northeasterly direction a distance of one hundred seventeen and $00/100$ (117.00) feet to a turn in said stonewall;

thence turning an interior angle of $162^{\circ}-51'-38''$ and proceeding in a northeasterly direction, along the centerline of said stonewall, a distance of sixty-three and $00/100$ (63.00) feet to a point;

the last four courses are bounded southeasterly and southerly by said Rowley land;

thence turning an interior angle of $89^{\circ}-08'-58''$ and proceeding in a northwesterly direction a distance of eight hundred sixty-two and $42/100$ (862.42) feet, bounded easterly by land now or formerly of Donald Courtot, to a heap of stones on ledge;

thence turning an interior angle of $167^{\circ}-35'-44''$ and proceeding in a northwesterly direction a distance of one thousand one hundred fifty-eight and $59/100$ (1158.59) feet, bounded northeasterly in part by land now or formerly of James V. Gallagher and in part by land now or formerly of The Narragansett Electric Company, to a point;

thence turning an interior angle of $201^{\circ}-14'-40''$ and proceeding in a northerly direction a distance of eighty-four and $64/100$ (84.64) feet, bounded northeasterly by land now or formerly of Linda C. Cardon, to a point;

BK0316PG0385

thence turning an interior angle of $67^{\circ}-24'-11''$ and proceeding in a southwesterly direction a distance of one hundred twenty-four and $34/100$ (124.34) feet, bounded northerly by other land now or formerly of Linda C. Cardon, to a heap of stones;

thence turning an interior angle of $164^{\circ}-44'-49''$ and proceeding in a southwesterly direction a distance of eighty-eight and $67/100$ (88.67) feet, bounded northerly by said Cardon land, to a point;

thence turning an interior angle of $177^{\circ}-35'-22''$ and proceeding in a southwesterly direction a distance of eight hundred eight-two and $00/100$ (882.00) feet, bounded northerly by other land now or formerly of Linda C. Cardon, to a point southwest of ledge;

thence turning an interior angle of $292^{\circ}-39'-22''$ and proceeding in a northwesterly direction a distance of five hundred sixty-one and $00/100$ (561.00) feet, bounded northeasterly by said Cardon land, to a granite bound;

thence turning an interior angle of $250^{\circ}-41'-06''$ and proceeding in a northeasterly direction a distance of five hundred thirty-five and $83/100$ (535.83) feet, bounded southeasterly by said Cardon land, to a point;

thence turning an interior angle of $102^{\circ}-52'-01''$ and proceeding in a northwesterly direction a distance of five hundred twenty-five and $24/100$ (525.24) feet, bounded northeasterly by land now or formerly of Michael & Carol Miller, to the corner of an old wire fence;

thence turning an interior angle of $107^{\circ}-13'-09''$ and proceeding in a southwesterly direction along the remnants of a wire fence a distance of eight hundred twenty-six and $10/100$ (826.10) feet, bounded northerly by land now or formerly of Lilian W. Harris, Trustee et als., to a fieldstone bound;

thence turning an interior angle of $263^{\circ}-18'-59''$ and proceeding in a northwesterly direction, a distance of one hundred thirty-five and $04/100$ (135.04) feet to the end of a stonewall;

thence turning an interior angle of $186^{\circ}-34'-33''$ and proceeding in a northwesterly direction along the centerline of said stonewall, a distance of one hundred twenty-five and $30/100$ (125.30) feet to an angle point in said wall;

thence turning an interior angle of $175^{\circ}-04'-48''$ and proceeding in a northwesterly direction along the centerline of said stonewall a distance of seventy-one and $58/100$ (71.58) feet to an angle point in said wall;

thence turning an interior angle of $155^{\circ}-53'-19''$ and proceeding in a northwesterly direction along the centerline of said stonewall a distance of one hundred fifty and $00/100$ (150.00) feet to an angle point in said wall;

BK0316PG0386

thence turning an interior angle of $164^{\circ}-32'-35''$ and proceeding in a generally westerly direction along the centerline of said stonewall a distance of eighty and 00/100 (80.00) feet to a point;

the last five courses are bounded northerly, northeasterly and easterly by said Harris land;

thence turning an interior angle of $219^{\circ}-23'-26''$ and proceeding in a northwesterly direction a distance of fifteen and 85/100 (15.85) feet, bounded northeasterly by said Harris land, to the point and place of beginning.

EXCEPTING THEREFROM any portion thereof that may constitute any right, title, and interest in and to Slacks Reservoir (Woonasquatucket Reservoir) by deed dated October 5, 1999 and recorded October 14, 1999 in Book 257 at Page 648.

Said parcel contains 4,091,074 square feet or 93.918 acres of land, more or less, and is subject to an easement granted to The Narragansett Electric Company by Mabel C. Mowry as recorded in deed book 21 on page 506 and an easement agreement between The Narragansett Electric Company and the Tennessee Gas Pipeline Company as recorded in deed book 210 on page 371, both filed in the Town of Smithfield, RI.

Said parcel is further described on a plan entitled: "SURVEY PLAN OF LAND for THE TOWN OF SMITHFIELD LAND TRUST on PLEASANT VIEW AVENUE & FARNUM PIKE in SMITHFIELD, RI A.P. 46 LOT 166", dated 11/13/01 and prepared by International Mapping & Surveying Corp., 19 Industrial Drive, Smithfield, R.I. 02917, and recorded on February 14, 2002 at 9:50 a.m. in Plat Book 5, on page 74 of the Land Evidence Records of the Town of Smithfield, R.I.

TOWN OF SMITHFIELD, RI
H. ELDON HARRIS, TOWN CLERK

02 FEB 26 PM 12:02

13 46/156

INST: 00015755
Bk: 807 Pg: 117

WARRANTY DEED

WE, JAMES V. GALLAGHER of 11 Pasture View Lane^{Crisfield}, Rhode Island and
MARGARET E. GALLAGHER-ELMER of 4.9 Cedar's Farm Dr.^{Smithfield}, Rhode Island, for
and in consideration of the sum of \$40,000.00, grant to THE SMITHFIELD LAND TRUST,
its successors, nominees or assigns, a body politic and corporate and public instrumentality, with
a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, with WARRANTY
COVENANTS:

That parcel of land situated on Farnum Pike in the Town of Smithfield, County of
Providence, State of Rhode Island, being fully described on Exhibit A attached hereto and made
a part hereof.

Being the same premises conveyed to these Grantors by Administrator's Deed of James
V. Gallagher, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent
Gallagher, dated July 9, 1990 and recorded in the Land Evidence Records of the Town of
Smithfield on August 9, 1990 at 10:11 a.m. in Book 121 at Page 1257.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantors
are residents of Rhode Island as evidenced by affidavit.

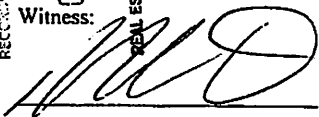
Subject to taxes assessed December 31, 2010.

WITNESS my hand and seal this 30 day of August, 2011.

IAA \$ 160.00
DATE 8/30/11
RECORDED
TOWN OF SMITHFIELD

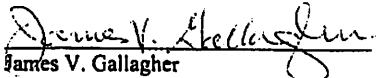
008435
RECORDING
TOWN OF SMITHFIELD

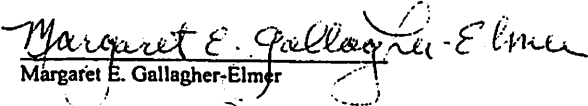
Witness:



Witness:



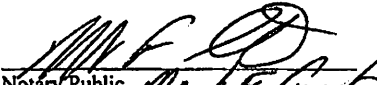

James V. Gallagher


Margaret E. Gallagher-Elmer

INST: 00015755
Bk: 807 Pg: 118

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In James V. Gallagher, on this 30 day of August, 2011, before me personally appeared James V. Gallagher, to me known and known by me to be the person executing the foregoing instrument. and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public Mark R. Gump
My Commission Expires: 9/25/2013

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Sarah E. Gallagher-Elmer, on this 30 day of August, 2011, before me personally appeared Margaret E. Gallagher-Elmer, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public Mark R. Gump
My Commission Expires: 9/25/2013

INST: 00015755
Bk: 807 Pg: 119

EXHIBIT A

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and described as follows:

A certain tract or parcel of land situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W, ten and 3/10 (10.3) feet to an iron rod; thence S 5° 29' W. Six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E, with land of Mabel C. Mowry, four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W, about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Excepting therefrom so much of the land taken by the State of Rhode Island in the layout of Farnum Pike; land conveyed to the Narragansett Electric Company by deed recorded in Book 22, Page 441; rights of the Narragansett Electric Company acquired by a Right of Way Agreement recorded in Book 144, Page 297 and rights of the Tennessee Gas Pipeline Company described in a Consent Order recorded in Book 132, Page 500.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Aug 30, 2011 10:41:38A

BOOK 221 PAGE 592

JG/dt 9/24/97 doc. 202

EXECUTOR'S DEED

I, ARTHUR B. DAVIES, III. of the City of Lynchburg in the Commonwealth of Virginia, in my capacity as Executor of the Will of Hester Hastings late of Lynchburg, Virginia, deceased, by virtue and in exercise of the power and authority vested in me as Executor as aforesaid in and by said Will, and of every other power and authority me hereunto enabling, and for and in consideration of the sum of Ten (10) Dollars and other valuable consideration to me paid by TOWN OF SMITHFIELD, a municipal corporation located in the State of Rhode Island, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Grantee and its successors and assigns forever.

That certain tract or parcel of land with all buildings or improvements thereon situated in the Town of Smithfield in the State of Rhode Island, on the southerly side of Wolf Hill Road known as Tax Assessors Plat 43, Lot 71, and described as follows:

Bounded generally on the northerly side by said Wolf Hill Road; bounded generally on the easterly side by land of the State of Rhode Island taken in condemnation for freeway purposes (Route 295); bounded generally on the southerly side by land now or formerly by Robert M. Eaton, Jr., and Jean Eaton and generally bounded on the westerly side in part by land now or formerly of James Maron and Gloria A. Maron and in part by land nor or formerly of Narragansett Electric company.

This conveyance is made in satisfaction of the provisions of Article Eight of the Will of Hester Hastings and is subject to the condition stated in Article Eight that the land be maintained as a nature preserve or open space.

By the terms of Article Eight this gift is made as a memorial to Joseph Mercer and Joseph Mercer Hastings and shall be called The Mercer Lookout.

Ancillary administration of the Estate of Hester Hastings has been granted by the Probate Court of the Town of Glocester, Rhode Island where it is Docket #1725.

The primary devisee under Article Eight, Audubon Society of Rhode Island has declined to accept the gift. A copy of the declination is recorded immediately prior hereto.

The consideration for this conveyance is such that no stamps are required.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances there unto appertaining, unto and to the use of the said Grantee and its successors and assigns forever.

BOOK 221 PAGE 593

And I, the said Arthur B. Davies, III., as such Executor, for myself and for my successors, executors and administrators, do hereby covenant with the said Grantee and its successors and assigns, that I am the duly appointed and qualified Executor of the said Will and that I, as such Executor, have good right, full power and lawful authority under the power, authority and direction given to me in and by said Will to sell and convey the same in the manner as aforesaid.

IN WITNESS WHEREOF, I have set my hand and seal in my capacity as Executor, as aforesaid, this 2nd day of October, 1997.

Signed and sealed
in presence of:

Jonathan E. Davis

Arthur B. Davies, III.
Executor of the Will of
Hester Hastings

COMMONWEALTH OF VIRGINIA
COUNTY OF *Lynchburg*
City

In *City* in said County, on the
2nd day of *October*, 1997, before me personally appeared the
above named Arthur B. Davies, III to me known and known by me to be the person
executing the foregoing instrument as Executor as aforesaid, and he acknowledged said
instrument by him so executed to be his free act and deed in his said capacity as
Executor as aforesaid.

Jacqueline L. Caples
Notary Public
My commission expires: 11/30/2000.



TOWN OF SMITHFIELD, RI
M. EILEEN HARRY, TOWN CLERK
97 NOV 10 PM 4:38

INST: 00032228
Bk: 1007 Pg: 118

16 43/105

QUITCLAIM DEED

ROBERT M. EATON JR AND JEAN A. EATON, of Smithfield, Rhode Island for nominal consideration, grant to the TOWN OF SMITHFIELD, a Municipal Corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield Rhode Island 02917, WITH QUITCLAIM COVENANTS all right, title and interest in and to that certain parcel of land laid out and designated as "Open Space" on that plat entitled "Final - record plans for WOLF HILL ESTATES on MOUNTAINDALE ROAD & CARLTON'S TRAIL in SMITHFIELD, RI A.P. 43 LOTS 61 & 62 SMITHFIELD, RHODE ISLAND, Prepared by International Mapping & Surveying Corp, 1/8/2014."

WITH QUITCLAIM COVENANTS

DESCRIPTION

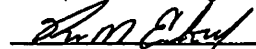
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CONSIDERATION FOR THIS TRANSFER IS SUCH THAT NO TAX REVENUE STAMPS ARE REQUIRED

THE GRANTORS HEREBY COVENANT THAT THIS TRANSACTION IS SUCH THAT NO R.I.G.L. §44-30-71.3 WITHHOLDING IS REQUIRED, AS THE GRANTORS ARE RESIDENTS OF THE STATE OF RHODE ISLAND AS EVIDENCED BY AFFIDAVIT.

IN WITNESS WHEREOF, ROBERT M. EATON, JR. AND JEAN A. EATON, have caused

these presents to be signed this 11 day of MAY, 2014


ROBERT M. EATON, JR.


JEAN A. EATON

State of Rhode Island
County of Providence

In North Providence on the 11 day of MAY 2014, before me personally appeared ROBERT M. EATON, JR. AND JEAN A. EATON who provided proof of identity in the form of a valid driver's license, each and all to me known and known by me to be the persons executing the foregoing instrument and acknowledged said execution to be their free act and deed.


Notary Public
My Commission Expires:

GERALD A. MOSCA
NOTARY PUBLIC
STATE OF RHODE ISLAND
My Commission Expires June 25, 2017

EXHIBIT "A"

INST: 00032228
Bk: 1007 Pg: 119

Open Space

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

Beginning at a point in the westerly line of Carlton's Trail, said point being the most northeasterly corner of subdivision Lot 3, as shown on the herein referenced plans, and the most easterly corner of the herein described parcel;

thence proceeding in a southwesterly direction a distance of two hundred eighty-three and 87/100 (283.87) feet, bounded southeasterly by said subdivision Lot 3, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southeasterly direction a distance of two hundred forty-seven and 42/100 (247.42) feet, bounded northeasterly in part by subdivision Lot 3 and in part by subdivision Lot 2, to a point;

thence turning an interior angle of $89^{\circ}-59'-21''$ and proceeding in a southwesterly direction a distance of two hundred forty and 09/100 (240.09) feet, bounded southeasterly by subdivision Lot 1, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction a distance of one hundred fifty-two and 32/100 (152.32) feet, bounded southwesterly by land now or formerly of Edna M. Currid & Haille J. Stillwell, to a field stone bound;

thence turning an interior angle of $186^{\circ}-16'-04''$ and proceeding in a northwesterly direction a distance of six hundred two and 42/100 (602.42) feet, bounded southwesterly by land now or formerly of Louis J. DiSandro, to an iron rod in stones;

thence turning an interior angle of $127^{\circ}-07'-58''$ and proceeding in a northeasterly direction a distance of three hundred four and 23/100 (304.23) feet, bounded northwesterly by land now or formerly of Thomas & Rita Marion, to a drill hole in a field stone bound;

thence turning an interior angle of $156^{\circ}-38'-22''$ and proceeding in a northeasterly direction a distance of nine hundred five and 42/100 (905.42) feet, passing through a field stone bound, bounded northwesterly by land now or formerly of the Town of Smithfield, to a point in the westerly line of Interstate Route 295, said point being thirty-one and 35/100 (35.51) southeasterly from a Rhode Island highway bounded located 225 feet left of centerline station 131+00 as shown on Rhode Island Highway Plat No. 1351;

thence turning an interior angle of $78^{\circ}-25'-30''$ and proceeding in a southeasterly direction a distance of four hundred forty-six and 91/100 (446.91) feet, bounded northeasterly by said Route 295, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a southwesterly direction a distance of three hundred and 00/100 (300.00) feet, bounded southeasterly by land now or formerly of Craig S. & Michelle Planka, to a point;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northwesterly direction a distance of forty-five and 59/100 (45.59) feet, bounded southwesterly by subdivision Lot 7, to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding in a southwesterly direction a distance of one hundred sixty-three and 10/100 (163.10) feet, bounded southeasterly by subdivision Lot 7, to a point;

thence turning an interior angle of $254^{\circ}-22'-58''$ and proceeding in a southerly direction a distance of three hundred fifteen and 88/100 (315.88) feet, bounded easterly by subdivision Lot 7, to a point in the northerly line of Carlton's Trail;

INST: 00032228
Bk: 1007 Pg: 120

thence proceeding in a general northwesterly direction along the arc of a curve to the left, a distance of fifty-four and 29/100 (54.29) feet, along the northerly line of Carlton's Trail, said curve having a radius of sixty-three and 00/100 (63.00) feet and a delta angle of $49^{\circ}22'25''$, to a point;

thence proceeding in a northwesterly direction a distance of one hundred forty-four and 75/100 (144.75) feet, bounded southwesterly by subdivision Lot 6, to a point;

thence turning an interior angle of $215^{\circ}55'31''$ and proceeding in a northwesterly direction a distance of two hundred twenty-eight and 02/100 (228.02) feet, bounded southwesterly by subdivision Lot 6, to a point;

thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a southwesterly direction a distance of one hundred fifty and 00/100 (150.00) feet, bounded southeasterly by subdivision Lot 6, to a point;

thence turning an interior angle of $270^{\circ}00'00''$ and proceeding in a southeasterly direction a distance of eighty-nine and 19/100 (89.19) feet, bounded northeasterly by subdivision Lot 6, to a point;

thence turning an interior angle of $113^{\circ}36'14''$ and proceeding in a southwesterly direction a distance of one hundred forty-six and 54/100 (146.54) feet, bounded southeasterly by subdivision Lot 5, to a point;

thence turning an interior angle of $207^{\circ}57'38''$ and proceeding in a southeasterly direction a distance of two hundred eighteen and 00/100 (218.00) feet, bounded northeasterly in part by subdivision Lot 5 and in part by subdivision Lot 4, to a point;

thence turning an interior angle of $252^{\circ}22'14''$ and proceeding in a southeasterly direction a distance of one hundred fifteen and 49/100 (115.49) feet, bounded northeasterly by subdivision Lot 4, to a point;

thence turning an interior angle of $197^{\circ}37'46''$ and proceeding in a northeasterly direction a distance of one hundred seventy and 00/100 (170.00) feet, bounded northwesterly by subdivision Lot 4, to a point in the westerly line of Carlton's Trail;

thence proceeding in a general southeasterly direction along the arc of a curve to the right, a distance of forty-two and 08/100 (42.08) feet, along the westerly line of Carlton's Trail, said curve having a radius of four hundred seventy-five and 00/100 (475.00) feet and a delta angle of $05^{\circ}04'04''$, to a point and place of beginning;

said parcel contains 559,654 s.f. or 12.848 acres of land, more or less, and is shown as OPEN SPACE on a plan entitled "FINAL - RECORD PLAN for WOLF HILL ESTATES on MOUNTAINDALE ROAD & CARLTON'S TRAIL in SMITHFIELD, RI A.P. 43 LOTS 61 & 62", dated 01/08/14, prepared by International Mapping & Surveying Corp. and filed as document number _____ in the town of Smithfield, RI.

TOWN OF SMITHFIELD, R.I.
Carol Aquilante, TOWN CLERK

Jun 15, 2015 03:26P

1165

STS:dsc 0994F 12/8/87

WARRANTY DEED

I, MARY ELIZABETH LETOILE of the City of Providence and State of Rhode Island for consideration paid, grant to the TOWN OF SMITHFIELD, a Municipal Corporation located in the County of Providence and State of Rhode Island with WARRANTY COVENANTS:

Those two certain parcels of land with all buildings and improvements thereon, situated in the Town of Smithfield and State of Rhode Island bounded and described as follows:

FIRST PARCEL

Beginning at a point in the northwesterly line of Esmond Street said point being ninety (90) feet westerly of a State of Rhode Island Highway bound at the intersection of Waterman Avenue and Esmond Street, said point or place of beginning being further described as the most southeasterly corner of this herein plot or parcel of land and said point being a drilled hole in a large stone at the face of the retaining wall in the easterly line of the Woonasquatucket River; thence northerly by and with the easterly bank of the Woonasquatucket River bounding easterly on land of the Town of Smithfield to the southerly face of the stone retaining wall of the so-called Esmond Mill Pond Dam; thence northeasterly by and with the southerly face of the stone retaining wall of the so-called Esmond Mill Pond Dam one hundred and 9/10 (100.9) feet to a corner and the westerly line of Waterman Avenue; thence northerly at an interior angle of 120° 09' by and with the westerly line of Waterman Avenue nine hundred forty-six (946) feet, more or less, to the northerly corner of the within described lot or parcel, said corner being formed by the intersection of said New York, New Haven and Hartford Railroad Company and the westerly line of Waterman Avenue; thence southerly bounding westerly on said railroad right of way one thousand forty-five and 15/100 (1045.15) feet, more or less, to a point in the easterly line of the New York, New Haven and Hartford Railroad right of way said point being two hundred eighty-one and 85/100 (281.85) feet northerly of Station 418-74.07 as measured along a curve with a radius of 1399.69 feet; thence easterly bounding southerly on other land of this grantor to a corner and turn in said line; thence continuing easterly at an interior angle of 177° 18' bounding southerly on other land of this grantor one hundred twenty-three and 3/10 (123.3) feet to the westerly bank of the Woonasquatucket River; thence southerly by and with the westerly bank of the Woonasquatucket River bounding westerly on other land of

1166

this grantor two hundred thirty-four and 57/100 (234.57) feet to a drilled hole in a large stone in the northwesterly line of Esmond Street; thence northeasterly by and with the northwesterly line of Esmond Street forty-two and 0/10 (42.0) feet to the point or place of beginning. Said parcel of land contains 4.756 acres, more or less.

Subject to all rights of all persons, if any, in and to said Woonasquatucket River, and all other recorded rights of way, easements, and restrictions of every kind and nature relating to the aforescribed premises.

Being the same premises conveyed to Raymond C. Letoile and Mary Elizabeth Letoile by deed from Esmond Industries Corporation dated January 10, 1964 and recorded in said Land Evidence Records in Book 27 at page 315.

EXCEPTING HEREFROM, however, any portion of the above premises taken by condemnation as shown on Condemnation Plat No. 1879 filed in the Land Evidence Records of the Town of Smithfield on August 31, 1978.

SECOND PARCEL

Beginning at a point in the northerly line of Esmond Street said point being, the most southeasterly corner of this herein described plot or parcel of land; thence southwesterly bounding southerly on Esmond Street ninety and 1/10 (90.1) feet to a corner; thence northwesterly at an interior angle of 96° 33' bounding westerly on land now or formerly of Esmond Industries Corporation one hundred thirty-four and 6/10 (134.6) feet to a corner; thence southwesterly at an exterior angle of 90° bounding southerly on land now or formerly of Esmond Industries Corporation seventeen and 48/100 (17.48) feet to a corner; thence northwesterly bounding westerly on land of the Town of Smithfield ninety-five and 45/100 (95.45) feet to a corner and easterly line of the New York, New Haven Railroad; thence easterly at an interior angle of 82° 17' bounding northerly on land now or formerly of Esmond Industries Corporation sixty-nine and 7/10 (69.7) feet to a corner; thence continuing easterly at an interior angle of 182° 42' bounding northerly on land now or formerly of Esmond Industries Corporation one hundred twenty-three and 3/10 (123.3) feet to a corner in the westerly line of the Woonasquatucket River; thence southwesterly by and with the westerly line of the Woonasquatucket River two hundred thirty-four and 57/100 (234.57) feet to the point and place of beginning.

Subject to rights and easements reserved by Esmond Industries Corporation in deed to this grantor and Raymond C. Letoile dated November 20, 1962 and recorded in said Town of Smithfield Land Evidence Records in Book 26 at page 415; and to rights of upper and lower riparian owners in and to the Woonasquatucket River.

However otherwise bounded and described, being the same

1167

premises conveyed to Raymond C. Letoile and Mary Elizabeth Letoile by deed from Esmond Industries Corporation dated November 20, 1962 and recorded in said Land Evidence Records in Book 26 at page 415.

EXCEPTING HEREFROM, however, any portion of the above premises taken by condemnation, if any, and excepting the following described parcel:

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

Beginning at a point in the northwesterly line of Esmond Street, said point being located forty (40) feet left of Baseline Station 5+01.60 on Condemnation Plat No. 1879;

thence southwesterly a distance of twenty-six and 60/100 (26.60) feet, to a Rhode Island highway bound;

thence at an interior angle of $270^{\circ}00'00''$, a distance of fifteen and 00/100 (15.00) feet, to a Rhode Island Highway Bound;

thence at an interior angle of $90^{\circ}00'00''$, a distance of forty and 00/100 (40.00) feet, to a Rhode Island Highway Bound;

thence at an interior angle of $191^{\circ}20'37''$, a distance of thirty-five and 99/100 (35.99) feet, to a drill hole;

the last four (4) courses bounding on Esmond Street;

thence at an interior angle of $81^{\circ}17'44''$, a distance of one hundred thirty-four and 60/100 (134.60) feet, to an iron pin;

thence at an interior angle of $270^{\circ}00'00''$, a distance of seventeen and 48/100 (17.48) feet, to an iron pin;

the last two (2) courses bounding on land now or formerly of Esmond Realty Corporation;

thence at an interior angle of $88^{\circ}40'09''$, bounding southwesterly on land of the Town of Smithfield, a distance of ninety-five and 29/100 (95.29) feet, to an iron pin and land of the Narragansett Electric Company;

thence at an interior angle of $133^{\circ}33'06''$, to the chord of a curve curving clockwise and having a radius of one thousand three hundred ninety-nine and 69/100 (1399.69) feet, a delta angle of $06^{\circ}08'02''$, a cord distance of one hundred forty-nine and 78/100 (149.78) feet, and an arc distance of one hundred forty-nine and 85/100 (149.85) feet, to an iron pin at the point of tangency of said curve opposite Station 423+15.60 of the monumented baseline of the New York, New Haven and Hartford Railroad location;

1168

thence northerly, at an angle of 176°55'58" with said last mentioned chord a distance of forty-five and 00/100 (45.00), to an iron pin; the last two (2) mentioned courses bounding on land of the Narragansett Electric Company;

thence southeasterly at an interior angle of 54°25'31", a distance of one hundred seven and 68/100 (107.68) feet, to an iron pin;

thence easterly at an interior angle of 229°20'30", a distance of eighty and 00/100 (80.00) feet, to a point;

thence southeasterly at an interior angle of 99°12'15" along the northeasterly face of a stone retaining wall also being the southwesterly side of the Woonasquatucket River, a distance of two hundred ten and 25/100 (210.25) feet, to the point and place of beginning;

the last three (3) mentioned courses bounding on other land of the grantor;

the last mentioned course forming an interior angle of 115°14'09" with the first mentioned course;

said parcel contains approximately 46,314 square feet of land.

Being the same premises conveyed to MINE SAFETY APPLIANCES COMPANY by deed from this grantor and Raymond C. Letoile dated March 21, 1984 and recorded in said Town of Smithfield Land Evidence Records in Book 76 at page 262.

WITNESS my hand this 29th day of December, 1987.

Mary E. Letoile
Mary Elizabeth Letoile

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In SMITHFIELD on the 29th day of December, 1987 before me personally appeared Mary Elizabeth Letoile to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Scott F. Spear
Notary Public
SCOTT F. SPEAR

Dec. 29, 1987 at 10:16 A.M.

Received for Record in Smithfield, R.I.

Witness *Anna A. Jones* Town Clerk

12-29-87
\$22.00
12-29-87
\$22.00

24 44/107-A

BOOK 125 PAGE 835

LKA, INC., a Rhode Island corporation
of _____
for consideration paid, grant to TOWN OF SMITHFIELD
of _____ with QUIT-CLAIM COVENANTS
(Description, and Incumbrances, if any)

See Description as per Attached Exhibit "A".

This conveyance is subject to the following limitation: the parcel shall only be used for permanent open space or for passive recreational uses; it shall be kept in an open or natural state; it may be used for walking, jogging, picnicing, bird watching and similar non-intrusive uses. The parcel shall not be used to construct active recreational facilities such as playing fields, tennis courts or swimming pools. No motorized vehicles other than for maintenance purposes shall be permitted on the premises.

This consideration is such that no revenue stamps are required.

Witness its hand this 15th day of October 19 90
LKA, INC.
by Scott Adler, President.
Scott Adler, President
(PRINT OR TYPE NAME OF GRANTOR)

State of Rhode Island, Etc. }
COUNTY OF Providence }
In Smithfield on the 15th day of October, 19 90
before me personally appeared Scott Adler, as President of LKA, Inc.

to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed. in his capacity as President of LKA, Inc. Shadiji L. Kimpf
Town of Smithfield
64 Farnum Pike
Esmond, RI 02917
(PRINT OR TYPE NAME AND ADDRESS OF GRANTEE)
Notary Public

EXHIBIT "A"
Passive Recreation Area

BOOK 125 PAGE 836

That certain tract or parcel of land with all buildings and improvements thereon situated on the southeasterly side of Mapleville Road in the Town of Smithfield, County of Providence, State of Rhode Island bounded and described as follows;

Beginning at a point on the southeasterly line of Mapleville Road, said point being the southwesterly corner of the herein described parcel;

thence southeasterly bounded southwesterly by land now or formerly of Greenville Properties, Inc., a distance of six hundred seven and 06/100 (607.06) feet to a point;

thence southerly a distance of twenty-five (25) feet more or less to the centerline of a brook;

thence in a generally easterly direction along the flowage line of Mill Pond, a distance of seven hundred eighty-four (784) feet more or less to a point;

thence northeasterly bounded southeasterly by land now or formerly of the Rhode Island Catholic Orphan Asylum, a distance of two hundred fifty-four (254) feet more or less to a corner;

thence northerly at an interior angle of 95-07'-02" bounded easterly by land now or formerly of L.K.A., Inc. a distance of one thousand four hundred thirty-one and 92/100 (1,431.92) feet to a corner;

thence westerly at an interior angle of 98-53'-02" bounded northerly by land now or formerly of Henry J. and Freida C. Steere, a distance of three hundred forty-one and 84/100 (341.84) feet to an angle;

thence continuing westerly at an interior angle of 180-52'-36" bounded northerly by said Steere land, a distance of one hundred fifty-six and 99/100 (156.99) feet to a corner on the southeasterly line of Mapleville Road;

thence southwesterly at an interior angle of 126-31'-35" a distance of one hundred forty-six and 90/100 (146.90) feet to an angle;

thence continuing southwesterly at an interior angle of 183-53'-11" a distance of one hundred ten and 02/100 (110.02) feet to an angle;

thence continuing southwesterly at an interior angle of 178-26'-28" a distance of six hundred five and 78/100 (605.78) feet to the point and place of beginning, the last three described lines bounded northwesterly by said Mapleville Road.

The above described parcel contains an area of twenty-seven and 28/100 (27.28) acres more or less.

DEC 18 1990 @ 1:20 PM

Received for Record in Smithfield, R.I.

Witness

Town Clerk

(25) 44/70

BK-04-12-0001-0

WARRANTY DEED

RLC INVESTMENTS, INC., a Rhode Island corporation with its principal place of business located at One Campanelli Drive, Braintree, Massachusetts, 02184, for consideration paid, grants to **THE SMITHFIELD LAND TRUST** a body politic and a public instrumentality, with a business address of The Smithfield Town Hall, 64 Farnum Pike, Esmond, Rhode Island 02917, Attention: Town Clerk with **WARRANTY COVENANTS**:

That certain lot or parcel of land located on the northerly side of Smith Avenue, with any buildings and improvements thereon, if any, as further bounded and described in Exhibit "A", which is attached hereto and incorporated herein in full.

Said certain lot or parcel of land shall be held as open space in perpetuity and in accordance with the "Rhode Island Public Laws 2000, Chapter 216", and "By-Laws" of the Smithfield Land Trust.

Said certain lot or parcel of land shall be used for passive and/or active public recreation as the Trustees of the Smithfield Land Trust may approve in accordance with the "By-laws" of the Smithfield Land Trust and in accordance with the restrictions and easements of record as found on the recorded plat and Land Evidence Records.

The consideration for this transfer is such that no documentary stamps are required.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the seller is a Rhode Island Corporation, as evidenced by Affidavit.

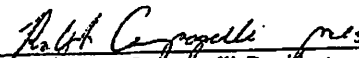
This transaction is exempt from the provisions of the Rhode Island Smoke and Carbon Monoxide Detector Law, as provided in section R.I.G.L. 23-28.35-14

IN WITNESS whereof said corporation has caused these presence to be executed and its corporate seal to be hereunto affixed by its President duly authorized on this 26th day of January 2004.



Witness

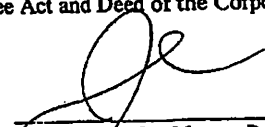
RLC INVESTMENTS, INC.

By: 

Ralph Campanelli, President

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In North Kingstown, on the 26th day of January 2004, before me personally appeared Ralph Campanelli, President of RLC Investments, Inc., to me know and known by me, to be the Party executing the foregoing Instrument, and he acknowledged said Instrument, by him executed, to be his Free Act and Deed Individually and as President of RLC Investments, Inc. and the Free Act and Deed of the Corporation.



John J. Kupa, Jr., Notary Public
My Commission Expires: 6-18-05

~~BK 04-12280004-1~~

**LEGAL DESCRIPTION
GREENVILLE TERRACE
RECORD LOT 36 - OPEN SPACE
ASSESSOR'S PLAT 44, LOT 70
SMITHFIELD, RHODE ISLAND**

That certain parcel of land situated northerly of Smith Avenue and easterly of Fanning Lane in the Town of Smithfield, Providence County in the State of Rhode Island and Providence Plantations being more particularly described as follows:

Beginning at a point in the northerly line of Smith Avenue 30.00 feet right of centerline Station 28+50.11 on Rhode Island Highway Plat 279 at the southeasterly corner of land now or formerly of Wes and Janet Richardson as described in the Town of Smithfield Land Evidence Book 72 at Page 113, said point also being the southwesterly corner of the herein described parcel;

Thence northeasterly on the northerly line of Smith Avenue a distance of 40.00 feet to land now or formerly of Ruby D. Esposito;

Thence northwesterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded northeasterly by said Esposito land, and running 400.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $270^{\circ}00'03''$, bounded southeasterly by said Esposito land, and running 100.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $187^{\circ}16'05''$, bounded southeasterly by said Esposito land, and running 116.43 feet to a point at land now or formerly of Dennis W. and Sharon L. Courtemanche;

Thence northeasterly turning an interior angle to the right of $181^{\circ}01'57''$, bounded southeasterly by said Courtemanche land, and running 260.06 feet to a point at land now or formerly of Howard I. and Delia J. Frederickson;

Thence northeasterly turning an interior angle to the right of $182^{\circ}29'44''$, bounded southeasterly by said Frederickson land, and running 181.94 feet to a stone bound at land now or formerly of Greenville Cemetery;

Thence northwesterly turning an interior angle to the right of $66^{\circ}55'28''$, bounded northeasterly by said Cemetery land, and running 150.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $264^{\circ}48'35''$, bounded southeasterly by said Cemetery land, and running 286.00 feet to a point;

Thence southeasterly turning an interior angle to the right of $269^{\circ}52'04''$, bounded southwesterly by said Cemetery land, and running 150.00 feet to a point;

BK0412PG0042

Thence northeasterly turning an interior angle to the right of $86^{\circ}14'57''$, bounded southeasterly by said Cemetery land, and running 150.64 feet to a stone bound of the Little Greenville Cemetery;

Thence northeasterly turning an interior angle to the right of $168^{\circ}46'01''$, bounded southeasterly by said Cemetery land, and running 266.80 feet to a stone bound at land now or formerly of the Town of Smithfield Housing Authority;

Thence northwesterly turning an interior angle to the right of $100^{\circ}33'27''$, bounded northeasterly by said Housing Authority land, and running 591.70 feet to a point at land now or formerly of David H. Vaughn;

Thence southwesterly turning an interior angle to the right of $122^{\circ}57'12''$, bounded northwesterly by said Vaughn land, and running 840.85 feet to a stone bound;

Thence southwesterly turning an interior angle to the right of $180^{\circ}33'23''$, bounded northwesterly by said Vaughn land, and running 318.59 feet to a point at the northeasterly corner of record lot 13 as shown on that plan entitled "Record Plan, Greenville Terrace, Assessor's Plat 44 Lot 70, Smithfield, Rhode Island. Prepared by DiPrete Engineering Associates, Inc. for Ralph Campanelli. Scale: $1'' = 100'$. Dated: December, 2001, revised: 12-30-03,";

Thence southerly turning an interior angle to the right of $90^{\circ}14'11''$, bounded westerly by record lots 13, 14 and 15 as shown on said "Record Plan", and running 704.54 feet to a point;

Thence southwesterly turning an interior angle to the right of $235^{\circ}58'33''$, bounded northwesterly by record lot 15 as shown on said "Record Plan", and running 70.35 feet to a point;

Thence northwesterly turning an interior angle to the right of $238^{\circ}07'56''$, bounded northeasterly by record lot 15 as shown on said "Record Plan", and running 263.48 feet to a point on the southeasterly line of Sophia Lane as shown on said "Record Plan";

Thence southwesterly turning an interior chord angle to the right of $94^{\circ}47'08''$ on the southeasterly line of Sophia Lane on a curve to the right with a radius of 260.00 feet, a central angle of $11^{\circ}04'27''$ and an arc length of 50.25 feet to a point at the northeasterly corner of lot 16 as shown on said "Record Plan";

Thence southeasterly turning an interior chord angle to the right of $85^{\circ}12'52''$, bounded southwesterly by record lot 16 as shown on said "Record Plan", and running 242.10 feet to a point;

BK 04 12758843

Thence southeasterly turning an interior angle to the right of $234^{\circ}10'23''$, bounded southwesterly by record lot 16 as shown on said "Record Plan", and running 180.79 feet to a point;

Thence southwesterly turning an interior chord angle to the right of $270^{\circ}00'00''$, bounded northwesterly by record lots 16 and 17 and partially by Open Space as shown on said "Record Plan", and running 325.00 feet to a point at land now or formerly of Thomas Peter and Marion Carnavale;

Thence southeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southwesterly by said Carnavale land, and running 50.00 feet to land now or formerly of Mark A. and Gail M. Feragne;

Thence northeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southeasterly by said Carnavale land, land now or formerly of Douglas A. Leach, Raymond R. and Jeanne M. Cloutier and the northerly terminus of Newton Drive, and running 365.00 feet to a point at the northeasterly corner of Newton Drive;

Thence southeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southwesterly by said Newton Drive, and running 200.00 feet to land now or formerly of Etta Danielo;

Thence northeasterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded southeasterly by said Danielo land, and running 135.00 feet to land now or formerly of Wes and Janet Richardson;

Thence northwesterly turning an interior angle to the right of $90^{\circ}00'00''$, bounded northeasterly by said Richardson land, and running 200.00 feet to a point;

Thence northeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southeasterly by said Richardson land, and running 100.00 feet to a point;

Thence southeasterly turning an interior angle to the right of $270^{\circ}00'00''$, bounded southwesterly by said Richardson land, and running 400.00 feet to the point of beginning. The last course forms an interior angle of $90^{\circ}00'00''$ with the first course.

The above-described Open Space Lot contains a 15 foot wide sewer and emergency access easement, a 50 foot wide no-cut easement, a drainage easement, an existing 100 foot wide electric easement and an area for passive recreation only and an area reserved for active recreation by the Town of Smithfield as shown on that plan entitled "Record Plan, Greenville Terrace, Assessor's Plat 44 Lot 70, Smithfield, Rhode Island. Prepared by DiPrete Engineering Associates, Inc. for Ralph Campanelli. Scale: 1" = 100'. Dated: December, 2001, revised: 12-30-03. Sheet 24 of 24."

TOWN OF SMITHFIELD, RI
M. ELEN MURRAY TOWN CLERK

04 JAN 29 PM 3:30

185

KNOW ALL MEN BY THESE PRESENTS, That We, NILS AUGUST HANSEN, JR., of the Town of Smithfield, State of Rhode Island, WILBERT L. HANSEN of the Town of Reading, Commonwealth of Massachusetts, BARBARA L. HIATT of the Town of North Providence, State of Rhode Island, ALFRED E. HANSEN of the Town of Coventry, State of Rhode Island, and ELIZABETH A. BURHOE of the Town of North Providence, State of Rhode Island, the Devisees under the Will of Nils August Hansen who deceased February 27, 1969, and whose Will was filed April 16, 1969 and proved May 9, 1969, in the Smithfield Probate Court, for consideration paid, grant to the Town of Smithfield, a municipal Corporation, located in the County of Providence, State of Rhode Island, with WARRANTY COVENANTS the following described property:

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

Beginning at the northwesterly corner of the parcel herein described, said point being in the southeasterly line of Wadsworth Avenue and at the northeasterly corner of land owned by Edmund C. DeLaCour et ux;

Thence running northeasterly partly in the line of Wadsworth Avenue and partly in the extension of said road line one hundred ninety and 00/100 (190.00) feet to a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running northwesterly in the line of other land of these grantors forty and 00/100 (40.00) feet to a corner;

Thence turning an interior angle of $80^{\circ}06'38''$ and running northeasterly in the line of other land of these grantors two hundred thirty-two and 89/100 (232.89) feet to a corner;

Thence turning an interior angle of $261^{\circ}18'12''$ and running northerly in the line of other land of these grantors two hundred five and 36/100 (205.36) feet to a corner;

186

Thence turning an interior angle of $90^{\circ}00'00''$ and running easterly in the line of land owned by Charles E. Hoffman et ux three hundred nineteen and $62/100$ (319.62) feet to a heap of stones;

Thence turning an interior angle of $179^{\circ}37'30''$ and running easterly in the line of land owned by the Franciscan Missionaries of Mary five hundred sixty-one and $27/100$ (561.27) feet to a point at the northerly end of a stone wall;

Thence turning an interior angle of $88^{\circ}59'00''$ and running southerly partly in the stone wall, the extension thereof and again in the line of a stone wall, it being the line of land of Raymond J. King, Sr., et ux seven hundred eighty-seven and $8/100$ (787.08) feet to a point at a corner of two stone walls;

Thence turning an interior angle of $94^{\circ}59'00''$ and running westerly in the line of land owned by Francis J. Thuotte et ux one hundred seventy-seven and $11/100$ (177.11) feet to nail driven into a boulder;

Thence turning an interior angle of $178^{\circ}56'50''$ and running westerly in the line of land owned by Michael J. Bonitati et ux three hundred eighty-four and $50/100$ (384.50) feet to a point in the easterly side of Villa Avenue;

Thence turning an interior angle of $91^{\circ}37'10''$ and running northerly fifteen and $35/100$ (15.35) feet to a point in the northerly line of Welcome Road;

Thence turning an interior angle of $270^{\circ}00'00''$ and running westerly in said road line sixty-five and $35/100$ (65.35) feet to a point at the southeasterly corner of land owned by John M. Nye et ux;

Thence turning an interior angle of $90^{\circ}00'00''$ and running northerly in said Nye line one hundred and $00/100$ (100.00) feet to a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running westerly in said Nye line one hundred fifteen and $32/100$ (115.32) feet to a point in the easterly line of Commodore Avenue;

Thence turning an interior angle of $75^{\circ}26'00''$ and running northerly in the said line of Commodore Avenue forty-one and $33/100$ (41.33) feet to a corner at land of Benjamin Barbieri et ux;

187

Thence turning an interior angle of $104^{\circ}34'00''$ and running easterly in the line of said Barbieri one hundred and 00/100 (100.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running northerly in the line of said Barbieri land seventy-five and 00/100 (75.00) feet to a corner at land of the Bar McAll Land Co., Inc.;

Thence turning an interior angle of $104^{\circ}34'00''$ and running easterly in said Land Co. line one hundred and 00/100 (100.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running northerly in said Land Co. line one hundred fifty and 00/100 (150.00) feet to a corner;

Thence turning an interior angle of $284^{\circ}34'00''$ and running westerly in said Land Co. line two hundred and 00/100 (200.00) feet to a corner;

Thence turning an interior angle of $255^{\circ}26'00''$ and running southerly in said Land Co. line one hundred five and 34/100 (105.34) feet to a point in the northerly end of Commodore Avenue;

Thence turning an interior angle of $90^{\circ}00'00''$ and running westerly in the northerly line of Commodore Avenue forty and 00/100 (40.00) feet to a point at the northerly corner of land owned by Donn C. DiBiasio et ux;

Thence turning an interior angle of $212^{\circ}48'00''$ and running southwesterly in said DiBiasio line one hundred eighty-two and 20/100 (182.20) feet to a corner;

Thence turning an interior angle of $264^{\circ}08'00''$ and running southerly in said DiBiasio line seventy-five and 9/100 (75.09) feet to a granite bound;

Thence turning an interior angle of $78^{\circ}11'00''$ and running westerly partly in the line of land of Alva G. Henlin et ux, partly in line of Richard J. Clements et ux and in part in line of Frances W. Kelley et ux one hundred ninety-nine and 24/100 (199.24) feet to a granite bound;

Thence turning an interior angle of $109^{\circ}52'40''$ and running northwesterly in the line of land owned by Nils August Hansen, Jr., et ux one hundred eighty and 9/100 (180.09) feet to a point at the southeasterly corner of land owned by Edmund C. DeLaCour;

188

Thence turning an interior angle of 184°00'00" and running northwesterly in said DeLaCour line one hundred fifty and 00/100 (150.00) feet to the first mentioned point.

Said first and last described lines intersect at an interior angle of 90°00'00";

Said parcel contains 17.285 acres of land and is conveyed subject to a right-of-way crossing the southeasterly corner of the parcel and running to land of Raymond J. King, Jr., et ux.

Reference is made to "Map of Land on Wadsworth and Commodore Avenues" surveyed by Alfred E. Hansen Associates, Inc. December 22, 1975, Revised July 22, 1976, Attached hereto as Exhibit A.

And, We, GERMAINE M. HANSEN (Wife of Nils August Hansen, Jr.,)

EUGENIE HANSEN (Wife of Wilbert L. Hansen), HER-

BERT HIATT (Husband of Barbara L. Hiatt), BEVERLY W. HANSEN, (Wife of Alfred E. Hansen), and DOUGLAS BURHOE (Husband of Elizabeth Burhoe), release to said grantee all our rights of curtesy and dower and all other interest in the aforescribed premises.

WITNESS our hands this 2nd day of February,

1977.



Nils August Hansen Jr.
Wilbert L. Hansen
Barbara L. Hiatt
Alfred E. Hansen
Elizabeth Burhoe
Germaine M. Hansen
Eugenie Hansen
Herbert Hiatt
Beverly W. Hansen
Douglas A. Burhoe

189

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 2nd day of February, 1977,
before me personally appeared Nils August Hansen, Jr., and Ger-
maine M. Hansen, husband and wife; Wilbert L. Hansen and
Eugenie Hansen, husband and wife; Barbara L. Hiatt and Her-
bert Hiatt, husband and wife; Alfred E. Hansen and Beverly W.
Hansen, husband and wife; and Elizabeth A. Burhoe and Douglas
Burhoe, husband and wife, to me known and known by me to be the
parties executing the foregoing instrument, and they acknowledged
said instrument, by them executed, to be their free act and deed.

Donald E. Vige
Notary Public

Received for Record in Smithfield, R.I. Feb. 14, 1977 at 9:31 AM
Witness *Harriet A. Scott* Town Clerk

(27) 42/99

BK0278PG0646

CONSERVATION DEED

Smithfield Partners, LLC, a Rhode Island limited liability company, having a mailing address at 1565 Douglas Avenue, North Providence, Rhode Island 02904, for consideration paid, hereby gives, grants, bargains, sells and conveys to the Town of Smithfield, Rhode Island, a municipal corporation, that certain tract or parcel of land, situated in the Town of Smithfield, County of Providence, State of Rhode Island ("Property"), bounded and described as set forth in Exhibit A attached hereto, and shown as Parcel A on that certain Administrative Subdivision Plan entitled "The Village of Summerfield" dated 1/11/01, prepared by DiPrete Engineering Associates, Inc. and recorded in the land records of said Town of Smithfield at Book 5 pg. 54-55 ("Plan"). Being a portion of the property acquired by this Grantor by deed dated July 25, 1997, and recorded in the Town of Smithfield Land Records in Book 217 at Page 202.

This conveyance constitutes a gift for public purposes. It is made solely for conservation and passive recreational purposes, and is subject to the following terms and conditions ("Conservation Restriction"):

1. The Property shall be used exclusively for conservation, open space, or passive recreational purposes.
2. The Property shall be maintained by the Grantee in its natural condition, or with landscaping consistent with the protection of environmental quality.
3. No structures of any kind will be placed or erected upon the Property, but signs, markers, and equipment consistent with passive recreational activities are not prohibited.
4. No advertising of any kind or nature shall be located on or within the Property.
5. Neither the Property nor possession thereof may be alienated, whether by transfer, conveyance, lease, or otherwise, except to the State of Rhode Island, or an agency thereof, for the same purposes and subject to the same terms and conditions herein set forth.

January 26, 2001

BK0278PG0647

The Grantee, by acceptance of this deed, covenants with the Grantor to observe and abide by the Conservation Restriction and the terms and conditions which are included therein. Should the Grantee and its successors cease or fail to use and enjoy the Property for the purposes of and in accordance with the terms and conditions of the Conservation Restriction, then the Property shall revert to and become the property of the Grantor or its grantees, successors, or assigns.

The Conservation Restriction, pursuant to Rhode Island General Laws Chapter 34-39, is exempt from the limitations in Rhode Island General Laws Section 34-4-21 and shall run with the Property and shall be enforceable against Grantee and all future owners and occupants in perpetuity.

Grantor reserves for itself and its grantees, successors, and assigns a utility easement ("Easement") upon, across, over, in, and under the Property within a thirty (30) foot wide area, as shown on said Plan, extending along the entire westerly boundary of the Property extending from the remaining land of this Grantor at the southerly end of such area (Parcel B on said Plan), to its northerly end at Ridge Road (a distance of approximately one thousand six hundred one (1,601) feet) (the "Easement Area") for construction, installation, operation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television, and communications systems. By virtue of this Easement, it will be expressly permissible and proper for the Grantor and its successors and assigns, and the companies or entities from time to time providing said utilities services, to install and maintain necessary equipment within the Easement Area and to affix and maintain, as appropriate, facilities and equipment, including without being limited to, pipes, lines, electrical, television, communications, and telephone wires, circuits, conduits, transformers, switches, valves, poles, under, over, or on the surface of the ground. Any utility company utilizing such Easement shall (i) use its best efforts to install and maintain its facilities and equipment with as little disturbance as feasible to the rest of the Property; (ii) prosecute its installation and maintenance activities as and expeditiously as reasonably possible; and (iii) restore the surface to a safe and sightly condition as soon as possible after completion of its work. This Easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Grantor hereby reserves for itself and its grantees, successors, and assigns, and for each said utility company, a perpetual easement and right-of-way for access (ingress and egress, both on foot and with vehicles and equipment) over, upon, and across the

BK0278PG0648

Easement Area and the Property for construction, installation, maintenance, replacement, and repair of said utilities.

In addition, this conveyance is made and accepted subject to all valid and subsisting restrictions, reservations, covenants, rights-of-way, and easements, if any, affecting the Property.

No documentary stamps or non-resident withholding taxes under Rhode Island General Laws Section 44-30-71.3 are required as this conveyance is a gift for public purposes from a Rhode Island limited liability company.

IN WITNESS WHEREOF, Smithfield Partners, LLC has caused this Deed to be executed by its duly authorized member as of the 26th day of JANUARY, 2001.

Witness:

Smithfield Partners, LLC

Charles E. Schaeff

By: E. Robert DePasquale
Member
E Robert DePasquale

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE KENT

In WARRICK, in said County on the 26th day of JANUARY, 2001, before me appeared E. Robert DePasquale, a member of Smithfield Partners, LLC, to me known and known to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Smithfield Partners, LLC.

[Signature]
Notary Public

Print Name

My commission expires: 7/15/01

Property Address:
Ridge Road
Smithfield, Rhode Island

BK0278PG0649

**Village at Summerfield
Parcel A - AP 42 Lot 99**

A certain parcel of land with all the buildings and improvements located in the state of Rhode Island, County of Providence, Town of Smithfield, located southeasterly of Ridge Road being shown as parcel A on the plan entitled "Administrative Subdivision Plan, The Village of Summerfield, AP 25 Lot 142, AP 26 Lot 47 and AP 42 Lots 97, 99, 127 and 128, A private residential village located in Smithfield, RI Dated: June, 2000 Prepared by: DiPrete Engineering Associates, Inc. Engineering, Surveying and Planning Consultants 75 Sockanisset Crossroad, Suite 300, Cranston, RI 02920, Tel: (401)943-1080, Applicant: Smithfield Partners, LLC, 754 Newport Avenue, South Attleboro, MA 02703, Scale: 1" = 100', Sheets 1 and 2 of 2.", and more particularly bounded and described as follows:

Beginning at the northeast corner of the here-in described parcel at an iron rod, also being the northwest corner of land now or formerly of Orlando L. and Irene M. Borges and the southerly line of Ridge Road;

Thence southwesterly 139.36', running along the southerly line of Ridge Road to a point;

Thence continuing southwesterly, turning an interior angle of 175°14'48" and running along the southerly line of Ridge Road 163.68', to a point;

Thence southwesterly, turning an interior angle of 135°32'07" bounded westerly by land now or formerly of Mk. Broker, Inc. 495.00', to an iron rod in a heap of stones;

Thence continuing southeasterly, turning an interior angle of 155°00'38" bounded westerly by land now or formerly of Mk. Broker, Inc. 107.56', to a point;

Thence continuing southeasterly, turning an interior angle of 165°01'51" bounded westerly by land now or formerly of Mk. Broker, Inc. 1031.76', to a point;

Thence easterly, turning an interior angle of 128°33'21" bounded southerly by Parcel B, on said plan reference above, 163.14', to a point;

Thence southeasterly, turning an interior angle of 214°46'18" bounded westerly by Parcel B, on said plan referenced above, 361.36', to a point;

Thence southeasterly, turning an interior angle of 203°59'37" bounded westerly by Parcel B, on said plan referenced above, 1230.77', to a point in a heap of stones;

Thence northerly, turning an interior angle of 18°01'09" bounded easterly by land now or formerly of the Town of Smithfield 336.93', to a point in a heap of stones;

Thence northerly, turning an interior angle of 180°44'54" bounded easterly by land now or formerly of the Town of Smithfield 561.45', to a drill hole;

Thence northerly, turning an interior angle of 187°01'46" bounded easterly by land now or formerly of Michael E. and Gail E. Disnard 350.50', to a fieldstone bound in a heap of stones;

Thence northwesterly, turning an interior angle of 144°09'45" and bounded easterly by land now or formerly of William E. and Margery G. Demaine 589.31', to a point;

Thence continuing northwesterly, turning an interior angle of 171°18'36" and bounded easterly by land now or formerly of David A. and Leslie A. Guadino 1193.20', to an iron rod;

Thence northeasterly, turning an interior angle of 272°40'05" and bounded southerly by land now or formerly of David A. and Leslie A. Guadino 290.59', to an iron rod;

BK 0278 PG 0650

Thence northwesterly, turning an interior angle of $92^{\circ}31'55''$ and bounded easterly by land now or formerly of Orlando L. and Irene M. Borges 298.59', to the point and place of the beginning;

The last course forming an interior angle with the first course of $95^{\circ}23'10''$.

The area of the here-in described parcel being 28.55 Acres, more or less.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

DN0278PG0651

James R. Langevin, Secretary of State

The Office of the Secretary of the State of Rhode Island and Providence Plantations, **HEREBY CERTIFIES**, that

Smithfield Partners, LLC

a Rhode Island Limited Liability Company, filed original articles of organization in this office on the eighteenth day of December A.D., 1996; and

IT IS FURTHER CERTIFIED that said company is now of record and in good standing in this office.

SIGNED AND SEALED this second day
of November A.D., 2000.

James R. Langevin

Secretary of State

BY *Debra Antorelli*



TOWN OF SMITHFIELD, R.I.
M. EILEEN MARTIN, TOWN CLERK

01 JAN 26 PM 12:05

128 42/39

474

I, Harold D. Baker, of the Town of Johnston, within the County of Providence
and State of Rhode Island
of
for consideration paid, grant to the Town of Smithfield
of
with QUIT-CLAIM COVENANTS
(Description, and Acknowledgment, if any)

Those certain parcels of real estate situated in the Town of Smithfield
being Lots 38, 39 and 40 on Assessor's Plat 42 to which the grantor acquired
Title at public auction at the Council Chambers, Town Hall in the Town of
Smithfield on the 27th day of June A.D. 1964, by paying the Tax Collector;
said parcels are further herein described as being those certain parcels which
are recorded in deed book No. 27 at pages 542, 543 and 544, respectively and
which were recorded on August 21, 1964, at the Town of Smithfield recorder of
deeds.

The consideration is such that no documentary stamps are required for this
transfer.

I, Harold D. Baker, of the Town of Johnston, after having been duly sworn, swear
that I am unmarried.

.....husband of the grantor
.....wife
release to said grantee all right of curtesy and all other interest in the aforescribed premises.
Witness my hand this 12th day of June, 1973.
Stephen E. Collins Harold D. Baker

State of Rhode Island, Etc. }
County of Providence }

In Smithfield on the 12th day of June, 1973
before me personally appeared Harold D. Baker
to me known and known by me to be the party.....executing the foregoing instrument, and.....he
acknowledged said instrument, by him.....executed, to be his free act and deed.

Received for Record in Smithfield, R.I. June 13, 1973 9:47 A. M. Notary Public
Witness Margaret A. Chapman Town Clerk

(29) 45/91

QUITCLAIM DE

Rec # 78545

INST: 2019-3762
BK: 1246 PG: 19
11/22/2019 03:31:36 PM
2 Page(s)
QUITCLAIM DEED
Carol A. Aquilante, Town Clerk
Carol A. Aquilante, MNC

CAVANAGH COMPANY with a mailing address 610 Putnam Pike, Greenville, Rhode Island grant to the Town of Smithfield a Rhode Island Municipal Corporation, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island for consideration in the sum of One Dollar and 00/100 (\$1.00), the property bounded and described as follows, with *Quitclaim Covenants*:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the grantor is a resident corporation of the State of Rhode Island as evidenced by affidavit.

The consideration for this transfer is such that no documentary revenue stamps are required.

WITNESS MY HAND AND SEAL THIS 22 DAY OF NOVEMBER, 2019.

CAVANAGH COMPANY

BY: Peter A Cavanagh

Peter A Cavanagh, President

State of Rhode Island
County of Providence

In Smithfield on this 22 day of November, 2019, before me personally appeared Peter A Cavanagh, President of CAVANAGH COMPANY to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed and free act and deed in said capacity.

Barbara J. Rich
Notary Public:
My commission expires: 2/10/2020

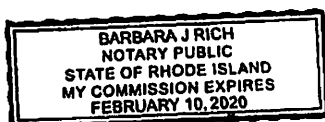


EXHIBIT "A"

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

Beginning at a point the easterly line of Douglas Pike said point being eight hundred-ten and 78/100 (810.78) feet northerly of a Rhode Island Highway Bound at station 208+52.35 as shown on Plat Map entitled "Smithfield Douglas Pike from Sta. 109-50 to Washington Highway", and measured along the easterly line of Douglas Pike;

thence at an interior angle of 103°-44'-00, bounding southerly on land now or formerly of Frank O. & Carol A. Monti, a distance of five hundred ninety-two and 17/100 (592.17) feet to a corner;

thence northerly at an interior angle of 108°-49'-52", bounding easterly in part on land now or formerly of Paul B. & Paul T. Surabian and in part on land now or formerly of Peter A. DiLorenzo, a distance of two hundred ninety-five and 73/100 (295.73) feet to a corner;

thence westerly at an interior angle of 73°-53'-26", bounding northerly on land now or formerly of Orchard Meadows Condominium Association, Inc., a distance of seven hundred sixty-five and 78/100 (765.78) feet to a corner on the easterly line of Douglas Pike;

thence southeasterly at an interior angle of 73°-32'-42" by and with the easterly line of Douglas Pike, a distance of three hundred twenty-five and 57/100 (325.57) feet to the point and place of beginning;

said parcel contains 202,426 s.f. or 4.647 acres of land, more or less, and is shown as A.P. 45, LOT 91 NEW AREA on a plan entitled "ADMINISTRATIVE SUBDIVISION PLAN CAVANAGH/ORCHARD MEADOWS CONDOMINIUMS PROPERTY' A.P. 45 LOTS 79A & 91 on DOUGLAS PIKE & LIMEROCK ROAD in SMITHFIELD, RI", revision 2 dated 11/9/11, prepared by International Mapping & Surveying Corp. and filed as document no. 20120002 in the Town of Smithfield on February 15, 2012.

(30) 43/77 & 46/170

Rec # 89844	INST: 2021-5378 BK: 1398 PG: 326 12/20/2021 02:01:15 PM 3 Page(s) DEED Lyn Antonuccio, Acting Town Clerk 
E-RECORDED	

WARRANTY DEED

I, **Gerren Kozatek**, of the Town of Dunbarton, Merrimack County, State of New Hampshire, hereby grant to **The Smithfield Land Trust**, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, for consideration in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), the property bounded and described as follows, with ***Warranty Covenants***:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Grantor, hereby acknowledges that he is not a resident of the State of Rhode Island, and that a R.I. 71.3 Remittance Form will be submitted to the Rhode Island Division of Taxation in order to obtain an Acknowledgement of Discharge of the withholding lien arising under R.I.G.L. § 44-30-71.3

Tax: \$69.00
Date 12/20/2021
Town: Smithfield
12253
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX
Clerk: CBOUCHARD

Grantee Address: 64 Farnum Pike, Smithfield, RI 02917
Property Address: 265 Mountaindale Road, Smithfield, RI 02917 (AP: 43, Lot: 77)
287 Mountaindale Road, Smithfield, RI 02917 (AP: 46, Lot: 170)

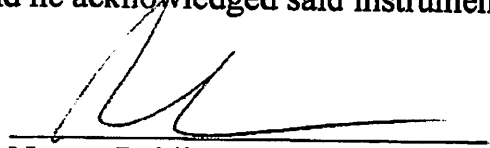
WITNESS MY HAND AND SEAL THIS 20 DAY OF DECEMBER, 2021.

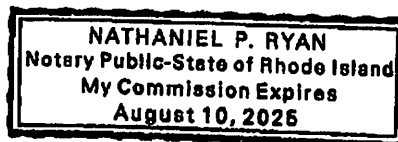

Gerren Kozatek

STATE OF Rhode Island

COUNTY OF Providence

In North Providence, on this 20 day of December, 2021, before me personally appeared, **Gerren Kozatek**, to me known and known to me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


Notary Public:
My commission expires:



Grantee Address: 64 Farnum Pike, Smithfield, RI 02917
Property Address: 265 Mountindale Road, Smithfield, RI 02917 (AP: 43, Lot: 77)
287 Mountindale Road, Smithfield, RI 02917 (AP: 46, Lot: 170)

Exhibit "A"

Those two certain lots or parcels of land with all buildings and improvements thereon, located on Mountindale Road in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Parcel I:

NORTHERLY on land now or lately of Bertram L. Ashworth, Jr. and wife;
EASTERLY on land now or lately of William H. Steere;
WESTERLY on the Woonasquatucket Reservoir, and;
SOUTHERLY on land over which the Woonasquatucket Reservoir Company has flowage rights.

287 Mountindale Road, Smithfield, RI 02917 - AP 46 AL 170

Parcel II:

WESTERLY on the Woonasquatucket Reservoir;
NORTHERLY on other land of the Woonasquatucket Reservoir Company;
EASTERLY on land now or lately of Salvatore Carmine Izzo and Rocco Andrew Izzo; and
SOUTHERLY on Mountindale Road.

Part only of this parcel is owned by Woonasquatucket Reservoir Company in fee.

265 Mountindale Road, Smithfield, RI 02917 - AP 43 AL 77

TOWN OF SMITHFIELD, R.I.
Lyn Antonuccio, Acting Town Clerk
12/20/2021 02:01:15 PM

31 45/72

BK0455PG0671

QUITCLAIM DEED

J. RUOTOLO CONSTRUCTION, INC., a duly authorized Rhode Island Corporation, of the Town of Smithfield, County of Providence, State of Rhode Island, for consideration paid grants to Angell Farm Estates, LLC, a duly authorized Rhode Island Limited Liability Company, having its usual place of business at 5 Pine Lane, Town of Johnston, County of Providence, State of Rhode Island, the following described property,

With QUITCLAIM COVENANTS

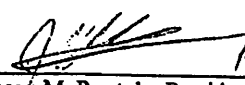
LEGAL DESCRIPTION ATTACHED AS EXHIBIT 'A'

The Grantor hereby certifies the Corporation is a Rhode Island Resident Corporation and in compliance with R.I.G.L. 844-30-71.3 as evidenced by affidavit.

The undersigned hereby certify the within conveyance is vacant land and exempt from the smoke detector and carbon monoxide law, R.I.G.L. 8 23-28.35-1 et seq.

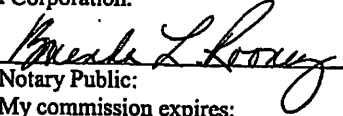
The consideration is such that no documentary stamps are required.

IN WITNESS WHEREOF, Grantor has signed, acknowledged and delivered these presents this 17th day of January, 2005.

 President
Jason M. Ruotolo, President and Secretary
J. RUOTOLO CONSTRUCTION, INC.

State of Rhode Island
County of Providence

In Smithfield, on the 17th day of January, 2005 before me personally appeared Jason M. Ruotolo, President and Secretary of J. RUOTOLO CONSTRUCTION, INC., to me known and known by me to be the person executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed, and the free act and deed of said Corporation.


Notary Public:
My commission expires:

My Commission Expires 09/12/2008

Grantee's mailing address
5 Pine Lane
Johnston, RI 0919

EXHIBIT 'A'
LEGAL DESCRIPTION

BK0455PG0672

That certain lot or parcel of land with all buildings and improvements thereon, located on the southerly line of Clark Road, an unimproved road, and the easterly line of Lantern Road in the Town of Smithfield, County of Providence, State of Rhode Island and bounded and described as follows:

Beginning at a point on the southerly line of Clark Road at the northeast corner of the herein described parcel, said point being (201.78) westerly along the southerly line of Clark Road from the intersection of the easterly line of Lantern Road;

Thence: Running westerly (332.28) feet;

Thence: Turning an angle to the right of 179°04'44" and running westerly (198.14) feet;

Thence: Turning an angle to the right of 181°00'45" and running westerly (55.47) feet, the previous 3 courses running along the southerly line of Clark Road;

Thence: Turning an angle to the right of 176°49'09" and running westerly along the land now formerly of Jason M. Ruotolo (452.59) feet;

Thence: Turning an angle to the right of 124°13'31" and running southerly along said Ruotolo land (454.41) feet;

Thence: Turning an angle to the right of 168°39'36" and running southerly along the land now or formerly of Eileen A. Sullivan (1029.71) feet;

Thence: Turning an angle to the right of 129°50'30" and running southeasterly (532.31) feet;

Thence: Turning an angle to the right of 143°09'23" and running easterly (437.00) feet;

Thence: Turning an angle to the right of 270°56'30" and running southerly (548.00) feet;

Thence: Turning an angle to the right of 92°25'52" running easterly (27.65) feet;

Thence: Turning an angle to the right of 184°25'41" and running easterly (105.39) feet;

Thence: Turning an angle to the right of 202°49'49" and running easterly (16.53) feet;

Thence: Turning an angle to the right of 147°32'54" and running easterly (94.68) feet;

Thence: Turning an angle to the right of 191°25'02" and running easterly (250.05) feet;

Thence: Turning an angle to the right of 180°13'04" and running easterly (81.16) feet;

Thence: Turning an angle to the right of 177°35'21" and running easterly (92.74) feet to the town line between Lincoln and Smithfield, the previous 10 courses running along the land now or formerly of Chester Sloboda et al;

Thence: Turning an angle to the right of 75°09'25" and running northerly along the town line between Lincoln and Smithfield (864.87) feet;

Thence: Turning an angle to the right of 178°03'07" and running northerly along the westerly line of Lantern Road (434.52) feet to the southeast corner of land now or formerly of Thomas O. Lepore et ux;

AP 45 LOT 72 & AP 42 LOT 13 CLARK ROAD.

PAGE 1

LEGAL DESCRIPTION

BK 0455 PG 0673

Thence: Turning an angle to the right of 93°30'42" and running westerly along said Lepore land (453.00) feet:

Thence: Turning an angle to the right of 278°22'06" and running northerly along said Lepore land and along the lands now or formerly of Michael R. Bousquet etux, Jodi L. VanNieuwenhuyze et vir and Vincent R. Volpe 2nd etux (1026.00) feet;

Thence: Turning an angle to the right of 180°44'24" and running northerly along the land now or formerly of Paul R. DuHamel etux (597.24) feet to the point and place of beginning and forming an interior angle of 63°58'24" with the first mentioned course and containing 56.5 acres of land more or less.

Meaning and intending to described AP 45 Lot 72 & AP 42 Lot 13 as shown on that plan entitled:

" SMITHFIELD, RI PLAN OF LAND FOR JASON M. ROUTOLO CLASS 1 SURVEY OF A.P. 45 LOT 72 & A.P. 42 LOT 13 LANTERN ROAD & CLARK ROAD BY MARSH SURVEYING INC. 640 GEO. WASH. HWY. LINCOLN, RI (401) 334-0600 ZONE R - 80 JUNE 16, 2004 "and recorded in Plat Book 6, Pages 29 and 30.

AP 45 LOT 72 & AP 42 LOT 13 CLARK ROAD

PAGE 2

TOWN OF SMITHFIELD, RI
H. GLEN MERRY TOWN CLERK

05 FEB 28 AM 10:19

(32) 46/156

2618

1257

ADMINISTRATOR'S DEED

I, James V. Gallagher, of the Town of Smithfield, State of Rhode Island, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent Gallagher, late of the Town of Smithfield, Rhode Island, deceased, by virtue and in exercise of the power and authority vested in me as Administrator as aforesaid in and by said Probate Court of the Town of Smithfield (02607), State of Rhode Island, and of every other power and authority to me hereunto enabling, and for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration to me paid by JAMES V. GALLAGHER, individually, and MARGARET E. GALLAGHER-ELMER, both of the Town of Smithfield and State of Rhode Island, as TENANTS IN COMMON of an undivided one-half (1/2) interest each, hereinafter called the Grantees, the receipt hereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto said Grantees, their heirs and assigns forever.

That certain real estate situated in the Town of Smithfield County of Providence, State of Rhode Island, situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W. ten and 3/10 (10.3) feet to an iron rod; thence S. 5° 29' W. six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E. with land of Mabel C. Mowry four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W. about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Being the same premises conveyed to Vincent Gallagher and Amy Warren Gallagher by deed of Horace G. Thornton and Ellen K. Thornton dated May 25, 1962 and recorded in Book at Page in the Land Evidence Records of the Town of Smithfield.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereunto appertaining, unto and to the use of the said Grantees and their heirs and assigns forever.

1258

AND I, the said James V. Gallagher, as Administrator, for myself and my successors, executors and administrators, do hereby covenant with the said Grantees and their heirs and assigns, that I am the duly appointed and qualified Administrator of the Estate of Vincent James Gallagher a/k/a Vincent Gallagher, and that I, as such Administrator, have good right, full power and lawful authority under the power, authority and direction given to me as Administrator of said Estate to sell and convey the same in the manner as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in my capacity as Administrator as aforesaid, this 9th day of July, 1990.

Signed and sealed in the presence of: The consideration for this conveyance is such that no documentary stamps are required.

Chris J. Sullivan

James V. Gallagher
JAMES V. GALLAGHER, Administrator
of the Estate of Vincent James
Gallagher, a/k/a Vincent Gallagher

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Smithfield, in said County, on the 9th day of July, 1990, before me personally appeared the above-named James V. Gallagher, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed individually and in his said capacity as Administrator as aforesaid.

Chris J. Sullivan
Notary Public
JOHN H. MINES, JR.
My commission expires June 30, 1991.

Return to
JAMES V. GALLAGHER
3 River Street
Easton, R.I. 02917

Received for Record in Smithfield, R.I. AUG 9 1990 @ 10:11 A.M.
Witness Maia G. Amatore Town Clerk

(32) 46/154

INST: 00015755
BK: 807 Pg: 117WARRANTY DEED

WE, JAMES V. GALLAGHER of 11 Eastern Avenue^{Cranston}, Rhode Island and
MARGARET E. GALLAGHER-ELMER of 4.2 Connor's Farm Dr.^{Smithfield}, Rhode Island, for
and in consideration of the sum of \$40,000.00, grant to THE SMITHFIELD LAND TRUST,
its successors, nominees or assigns, a body politic and corporate and public instrumentality, with
a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, with WARRANTY
COVENANTS:

That parcel of land situated on Farnum Pike in the Town of Smithfield, County of
Providence, State of Rhode Island, being fully described on Exhibit A attached hereto and made
a part hereof.

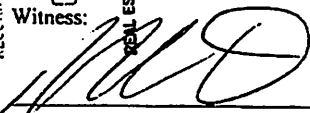
Being the same premises conveyed to these Grantors by Administrator's Deed of James
V. Gallagher, as Administrator of the Estate of Vincent James Gallagher a/k/a Vincent
Gallagher, dated July 9, 1990 and recorded in the Land Evidence Records of the Town of
Smithfield on August 9, 1990 at 10:11 a.m. in Book 121 at Page 1257.

This transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the Grantors
are residents of Rhode Island as evidenced by affidavit.

Subject to taxes assessed December 31, 2010.

WITNESS my hand and seal this 30 day of August, 2011.

Witness:



James V. Gallagher
James V. Gallagher

Witness:



Margaret E. Gallagher-Elmer
Margaret E. Gallagher-Elmer

160.00
DATE 8/30/11
RECORDED
TOWN OF SMITHFIELD
008435
RECORDING
TOWN OF SMITHFIELD

INST: 00015755
Bk: 807 Pg: 118

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In James V. Gallagher, on this 30 day of August, 2011, before me personally appeared James V. Gallagher, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public
My Commission Expires: 9/25/2013

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Margaret E. Gallagher-Elmer, on this 30 day of August, 2011, before me personally appeared Margaret E. Gallagher-Elmer, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public
My Commission Expires: 9/25/2013

INST: 00015755
Bk: 807 Pg: 119

EXHIBIT A

That certain real estate situated in the Town of Smithfield, County of Providence, State of Rhode Island, and described as follows:

A certain tract or parcel of land situated on the southwesterly side of Farnum Pike and bounded and described as follows:

Beginning at an iron pipe in the southwesterly line of said Farnum Pike, which iron pipe is also at a corner of land of The Narragansett Electric Company; thence N. 89° 28' W, ten and 3/10 (10.3) feet to an iron rod; thence S 5° 29' W. Six hundred thirty-nine and 8/100 (639.08) feet to an iron rod, the last two (2) courses and distances are with land of said Electric Company; thence S. 25° 12' E, with land of Mabel C. Mowry, four hundred sixty-nine and 74/100 (469.74) feet to a heap of stones on a rock; thence N. 16° 48' E. with land formerly of Phebe Harris eight hundred fifty-four and 7/10 (854.7) feet to a stake and stones; thence S. 73° 12' E. eighty-eight and 5/10 (88.5) feet to an iron pipe; thence N. 69° 25' E. eighty-nine and 7/10 (89.7) feet to an iron pipe in the said southwesterly line of Farnum Pike, the last two (2) courses and distances are with land formerly of Phebe Harris; thence N. 65° 5' W, about one hundred five and 25/100 (105.25) feet to a stone bound marked R.I.H.B.; thence N. 24° 55' E. five (5) feet to another stone bound marked R.I.H.B.; thence N. 65° 5' W. about five hundred twenty (520) feet to the iron pipe at the point or place of beginning, the last three (3) courses and distances are with the southwesterly, westerly and southwesterly line of Farnum Pike.

Excepting therefrom so much of the land taken by the State of Rhode Island in the layout of Farnum Pike; land conveyed to the Narragansett Electric Company by deed recorded in Book 22, Page 441; rights of the Narragansett Electric Company acquired by a Right of Way Agreement recorded in Book 144, Page 297 and rights of the Tennessee Gas Pipeline Company described in a Consent Order recorded in Book 132, Page 500.

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK

Aus 30,2011 10:41:38A



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
Telephone: (401) 233-1041 – Fax: (401) 233-1091

ENGINEERING DEPARTMENT

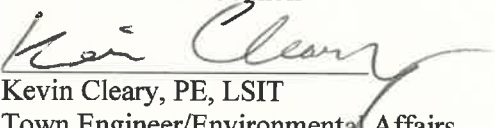
Kevin Cleary, PE, LSIT
Town Engineer

Gavin Lopes
Engineering Assistant

September 26, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM: 
Kevin Cleary, PE, LSIT
Town Engineer/Environmental Affairs

RE: **Deer Run Estates – West Farm Road**
Project RFP #230821
Landscape Maintenance & Drainage System Repair Services
Contract Award Recommendation

Honorable Town Council:

As you may be aware, the original developer of the above referenced subdivision went into default for the required Planning Board approvals. As such the Planning Board took procedures in accordance with the local regulations and instituted default proceedings to complete the unfinished balance of work within the development.

A Request for Proposals was compiled and advertised with two qualified bids being received by the Town (see attached bid tabulation). The lowest qualified bidder to complete the specified repair services in the subdivision is Solitro Property Services, LLC as detailed within their bid submission (attached) and bid clarification.

As such the recommendation by the Smithfield Town Engineer is a contract award with Solitro Property Services, LLC to complete the specified work items in the development. I do regret to inform the Council however, there is not sufficient funds available to complete all the intended street tree plantings, as originally specified in the approved subdivision plans. As such the recommendation is to consider approval of bid items: 2, 3, 4, 5, 6 and 8 in the amount of \$65,995 and authorize the installation of 38 tree plantings within item 7 for a cost of \$31,191.92; for a total contract amount of 97,186.92.

Motion: *The Smithfield Town Council hereby authorizes contract award to Solitro Property Services, LLC for Landscape Maintenance & Drainage System Repair services at West Farm Road, as defined in the advertised Request for Proposals #230821 for a contract sum not to exceed \$97,186.92.*

Enclosures: West Farm Road – Drainage Repairs & Landscape Maintenance Bid Tabulation
Solitro Property Services, LLC. Bid Submission & Clarification

cc: Randy R. Rossi, MBA, CGFM, Town Manager; Scott Levesque, Esq., Asst. Town Solicitor; Michael Phillips, Town Planner; Charles Walsh, Deputy Director of Public Works; Carlos Santos, Purchasing Agent; Solitro Property Services, LLC.



TOWN OF SMITHFIELD

BID TABULATION

DATE: September 21, 2023

PROJECT: Deer Run Estates-Landscape Maintenance, Drainage System Repairs, Loam & Seeding
PROJECT # - RFP 230821

PREPARED BY: CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	COST PROPOSAL ITEMS	VENDOR COMMENTS	TOTAL COST
SOLITRO PROPERTY SOLUTIONS LLC 70 BROWN SCHOOL ROAD CHEPACHET, RI 02814 ATTN: RYAN SOLITRO PHONE: 401-477-6795 EMAIL:solitropropertiesolutions@gmail.com	1. LUMP SUM COST:	WITHOUT TREE PLANTING -	\$ 65,995.00
		WITH TREE PLANTING -	\$ 148,800.00
	2. SEDIMENT FOREBRAY 1& SANDFILTER 1:		\$ 9,200.00
	3. SEDIMENT FOREBAY 2,RIPRAP INLET SWALE SAND FILTER 2 & DRY DETENTION BASIN 1:		\$ 18,000.00
	4. SEDIMENT FOREBAY 3:		\$ 7,000.00
	5. DRY DETENTION BASIN 2:		\$ 5,400.00
	6. LOAMING & SEEDINGPUBLIC RIGHT OF WAY & GENERAL CONSTRUCTION SITE CLEAN UP:		\$ 18,750.00
	7. TREE PLANTING - 96 UNITS:	UNIT COST: \$820.84	\$ 78,800.00
	8. SAND FILTER 3:		\$ 45,000.00
CENTRAL NURSERIES INC. PO BOX 19477 JHONSTON, RI 02919 ATTN: PAUL PAGLIARINI PHONE; 401-942-7511 EMAIL:ppagliarini@centralnurseries.com	1. LUMP SUM COST:	ITEMS 2 THRU 7 ADDED TOGETHER:	\$ 308,472.00
	2. SEDIMENT FOREBRAY 1& SANDFILTER 1:		\$ 57,000.00
	3. SEDIMENT FOREBAY 2,RIPRAP INLET SWALE SAND FILTER 2 & DRY DETENTION BASIN 1:		\$ 42,000.00
	4. SEDIMENT FOREBAY 3:		\$ 14,900.00
	5. DRY DETENTION BASIN 2:		\$ 30,000.00
	6. LOAMING & SEEDINGPUBLIC RIGHT OF WAY & GENERAL CONSTRUCTION SITE CLEAN UP:		\$ 65,500.00
	7. TREE PLANTING - 96 UNITS:	UNIT COST: \$1032.00	\$ 99,072.00

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

TOWN OF SMITHFIELD, RI



ATTACHMENT A COST PROPOSAL FORM

Agrees to respond on: Deer Run Estates on West Farm Road	
Date and time to be opened: September 21, 2023 at 10:00 AM	
Vendor Name:	Solitro Property Solutions LLC
Vendor Address:	70 Brown School Rd
City, State, Zip:	Chepachet, RI 02814
Soc. Sec. # or Fed. Id #:	86-3178008

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

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

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

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

1. Lump Sum Cost Proposal:

Project Cost:

Without Tree Planting: \$65,995

W/O Tree Planting: Sixty-Five Thousand Nine Hundred and Ninety Five & 00/100 (In words)

With Tree Planting: \$148,800

(In figures)

ITEMIZED COSTS

2. Sediment Forebay 1 & Sand Filter 1:

Project Cost:

Nine Thousand Two Hundred and 00/100

(In words)

\$ \$9,200

(In figures)

3. Sediment Forebay 2, Riprap Inlet Swale, Sand Filter 2 & Dry Detention Basin 1:

Project Cost:

Eighteen Thousand and 00/100 Dollars

(In words)

\$ \$18,000

(In figures)

4. Sediment Forebay 3:

Project Cost:

Seven Thousand and 00/100 Dollars

(In words)

\$ \$7,000

(In figures)

5. Dry Detention Basin 2:

Project Cost:

Five Thousand Four Hundred and 00/100

(In words)

\$ \$5,400

(In figures)

6. Loaming & Seeding Public Right of Way & General Construction Site Cleanup Cost:

Eighteen Thousand Seven Hundred & Fifty Dollars \$ \$18,750

(In words)

(In figures)

7. Tree Planting

Number of Units: 96 Units Unit Cost: \$ \$36,000

Seventy Eight Thousand Eight Hundred \$ \$78,800

(In words)

(In figures)

8. Sand Filter 3

Project Cost:

Four Thousand Five Hundred & 00/100 Dollars \$4,500

CONTRACTOR INFORMATION

EMAIL: solitropertysolutions@gmail.com

PHONE 401-477-6795

FAX N/A

Ryan Solitro

Owner

CONTACT PERSON NAME

TITLE



AUTHORIZED SIGNATURE



(401) 477 - 6795

Cost Proposal Form - RFP #230821

Town of Smithfield
Town Purchasing Agent
64 Farnum Pike, Smithfield, RI 02917

September 21, 2023
RFP #23081

ii. - Business Description

Solitro Property Solutions LLC is a full-service excavation company based in Chepachet, R.I. We specialize in excavation, landscape construction, drainage, land clearing, grading, demolition, retaining walls, site work, septic systems, hydroseeding, and snow removal. Our goal at Solitro Property Solutions is to handle all of your services with professionalism, quick communication, and the highest quality of work. The Solitro Property Solutions team consists of two heavy equipment operators, a laborer, a truck driver, and an operations/office manager. We have years of experience in landscape construction/maintenance, drainage, grading, and seeding, we are confident we will provide the Town of Smithfield with exceptional services and complete the project within a timely manner.

ii. - Background Information

The specific individuals who will be responsible for running this project include the following:

Ryan Solitro, Owner of Solitro Property Solutions LLC

Mathew Solitro, Resident Engineer

iv. - References

- 1.) Robert St. John - Capital Property Group
 - a.) 860-319-0055
 - b.) Service: Drainage & site work services for Groton Landing Condo Association
- 2.) Jonathan Peixinho - Seaside Casual
 - a.) 401-249-0628
 - b.) Service - Site work and landscape construction for additional space at their Headquarters location.
- 3.) Rex Eberly - Park Superintendent, Town of South Kingstown Parks and Recreation
 - a.) 401 789-9301 x-8
 - b.) Service: Demolition, site work, and construction of the new Unilock retaining wall at the Neighborhood Guild.
- 4.) Shelley Pezza - Chair of Foster-Glocester Regional School Committee
 - a.) 401-450-9101
 - b.) Service: Site work & landscape construction services at Ponaganset High School and Captain Isaac Paine Elementary School.

SOLITRO PROPERTY SOLUTIONS LLC

Chepachet, RI

solitropropertysolutions@gmail.com

401-477-6795



(401) 477 - 6795

v. - Prior Services to the Town of Smithfield
Not Applicable

BID BOND
(Percentage)

Bond No. 66797039

KNOW ALL PERSONS BY THESE PRESENTS, That we Solitro Property Solutions, LLC
of 70 Brown School Rd., Chepachet, RI 02814
_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Town of Smithfield

~~xx~~ _____, hereinafter referred to as the Oblige, in the amount of
Ten Percent of the Amount Bid
(10%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
RFP#230821-Deer Run Estates on West Farm Road

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 21st day of September, 2023

Principal

Solitro Property Solutions, LLC

BY: Ryan Solitro 

Surety

WESTERN SURETY COMPANY

BY: _____
David A Brush, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66797039

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint David A Brush

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Solitro Property Solutions, LLC

Obligee: Town of Smithfield

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

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

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

If Bond No. 66797039 is not issued on or before midnight of December 21st, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

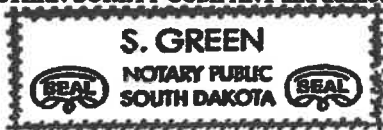
Witness Whereby Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 21st day of September, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 21st day of September, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 21st day of September, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

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

Form F5306-5-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

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 Apple Valley Insurance 528 Putnam Pike Greenville RI 02828	CONTACT NAME: Michelle Fournier PHONE (A/C, No, Ext): (401) 949-0559 E-MAIL: michelle@applevalleyagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: UNITED OHIO INS CO INSURER B: BEACON MUT INS CO INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 13072 24017
INSURED Ryan Solitro Solitro Property Solutions 70 Brown School Rd Chepachet RI 02814		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	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 ☐ PROJECT ☐ LOC OTHER:	Y	BP 0043542	01/08/2023	01/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CPP0034994	05/03/2023	05/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	89283	08/08/2023	08/08/2024	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Job: Deer Run Estates on West Farm Rd
Landscape Maintenance, Drainage System Repairs and General
Loam & Seeding of the Public Right of Way
Town of Smithfield is an additional insured as per written contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Smithfield 64 Farnum Pike Smithfield RI 02917	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
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Kevin Cleary

From: Solitro Property Solutions <solitropropertysolutions@gmail.com>
Sent: Monday, September 25, 2023 4:48 PM
To: Kevin Cleary
Subject: [EXTERNAL] Re: Deer Run Estates - Bid Clarification
Attachments: Deer Run Estates Cost Proposal Breakdown - Solitro Property Solutions - Sheet1.pdf

Hi Kevin,

Apologies for the confusion. The discrepancy of \$3,145 for the lump sum total (bid items #'s 2,3,4,5,6,& 8) is due to including the Payment and Performance Bond cost into the Lump Sum Total. Regarding, bid item #7 for the unit price per tree, we rounded it to \$820.84 since \$820.83 when multiplied by the 96 trees came up shy of the \$78,800. Concerning the lump sum bid prices, the Payment and Performance Bond were included in the Lump Sum Project Cost, and the Bonds were based on the Lump Sum Totals. As a result, the discrepancy between all the bid items totaled and the lump sum price is due to the inclusion of the Payment & Performance Bond. Attached is a breakdown of the cost proposal for further clarification. We apologize for not including the bond cost in each of the individual bid items and in the future we will create an additional line item for these costs.

I look forward to meeting with you at the project site this Friday (9/29) at 3 p.m.

Please let me know if need any additional information in the meantime.

Thank you,

Ryan

On Mon, Sep 25, 2023 at 2:30 PM Kevin Cleary <kcleary@smithfieldri.com> wrote:

Hi Ryan,

In review of the submitted bid from last Thursday, I kindly request your clarification on a few items.

Bid Items #2(\$9,200), 3(\$18,000), 4(\$7,000), 5(\$5,400), 6(\$18,750), & 8(\$4,500) add up to a Lump Sum Total of \$62,850. Your company's bid submitted specifies a total lump sum, without tree plantings of \$65,995. Please clarify the (-\$3,145) discrepancy.

Also, in item #7, the Tree Plantings, the Unit Cost does not relate to the number of units and the item sub-total cost. If the sub-total cost is proposed at \$78,800 for the specified 96 tree plantings, the unit cost should be \$820.83 per tree. Please clarify.

Lastly, the Overall Lump Sum Bid Price needs to add up. All the item sub-totals do not add up the Lump Sum Total Cost proposed. If items 1-6 & 8 add up to \$62,850 and the trees all add up to the \$78,800 included in that item's sub-total, the Lump Sum Total for the project would be \$144,795. Please revisit the addition of all the bid figures and clarify.

Once I receive your clarifications, I will present the bid and clarification to the Council for consideration of contract authorization. Again, just would like to confirm I will meet you onsite Friday, 9/29 at 3 PM to discuss these items of work. Please reply back with the requested clarifications by Wednesday morning. Should you need to discuss further in the interim, please contact me at your convenience.

Thanks again.

Kevin Cleary, PE, LSIT

Town Engineer | Town of Smithfield

64 Farnum Pike | Smithfield, RI | 02917

P: 401-233-1041 | F: 401-233-1091

E: kcleary@smithfieldri.com

W: www.smithfieldri.com

--

Sydney Pezza | Office Manager

Solitro Property Solutions

(401) 477 - 6795

<https://www.solitropropertiesolutions.com>



Deer Run Estates Cost Proposal Breakdown:		
	Bid Item 2: Sediment Forebay 1 & Sand Filter 1	\$9,200
	Bid Item 3: Sediment Forebay 2, Riprap Inlet Swale ...	\$18,000
	Bid Item 4: Sediment Forebay 3	\$7,000
	Bid Item 5: Dry Detention Basin	\$5,400
	Bid Item 6: Loaming & Seeding ...	\$18,750
	Bid Item 8: Sand Filter 3	\$4,500
	TOTAL (without tree planting)	\$62,850
	LUMP SUM COST WITH BONDS (W/O TREE PLANTING)	\$65,995
	Bid Item 7: Tree Planting	\$78,800
	TOTAL (with tree planting)	\$141,650
	LUMP SUM COST WITH BONDS (WITH TREE PLANTING)	\$148,800



Town of Smithfield

MEMO

September 26, 2023

TO: Honorable Town Council
DEPT:

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

SUBJECT: RIDOT - Route 7, Douglas Pike
Construction & Maintenance Agreement Request

Honorable Council,

The Town Engineers Office has received a request from the Rhode Island Department of Transportation to consider entering a construction and maintenance (C&M) agreement as part of the planned Route 7 resurfacing project from Providence to Burrillville. The C&M agreement was generated during the State planning processes, as municipal sewer utility work is needed while the roadway construction occurs.

The Town Solicitor has reviewed the documentation prepared by RIDOT and recommends consideration of the agreement to the Town Council. By entering the agreement, the Town provides the right for the State DOT to replace/reset certain identified sewer manhole covers within the project limits of work, whereby the Sewer Authority will purchase the materials and the State's selected Contractor will complete the labor services at no cost to the Sewer Authority. The language within the C&M agreement is consistent with these types of arrangements on State roadway projects.

Said project is expected to advertise for construction in the Fall, 2023 with an anticipated construction start date in the Summer, 2024.

MOVED: *The Smithfield Town Council hereby authorizes the Town Manager to execute and record a Construction and Maintenance Agreement with the State of Rhode Island Department of Transportation on behalf of the Town of Smithfield for the planned RIDOT pavement resurfacing improvements project on Route 7 (Douglas Pike).*

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Odetta Morris, RIDOT Project Engineer

R.I. Contract No.: 2023-CH-029, Construction
R.I. Federal-Aid Project No.: STP-RESF (460), Construction
CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY
FEDERAL FUNDS
by and between the
STATE OF RHODE ISLAND
and the
TOWN OF SMITHFIELD
for
PAVEMENT IMPROVEMENTS - ROUTE 7

AGREEMENT entered into by and between the State of Rhode Island (the “State”), through its Department of Transportation, and the Town of Smithfield (the “Municipality”) (collectively, the “Parties”).

WHEREAS, the State, in cooperation with the Municipality, has selected the above-referenced Project in the Town of Smithfield, replace select existing sections of Municipal and State owned sidewalk and install new ADA compliant ramps as needed, reset/replace top of Sewer Manholes (Frame/Covers) installed by project contractor, which will be furnished by Town of Smithfield, on Route 7 Douglas Pike within the Town of Smithfield (further described in the attached Project Description attached as “Exhibit A” and referred to as the “Project”), said improvements being made under the provisions established by the Federal Transportation Acts and policy of the United States Department of Transportation, Federal Highway Administration, and

WHEREAS, the State will accomplish said improvements with funds apportioned to the State under the Federal-Aid Highway Act, as amended and supplemented, and from other sources available for the purpose, subject to the Municipality providing for the proper maintenance after completion of the improvements.

NOW THEREFORE, the Parties hereby incorporate the preceding paragraphs as if stated again in full and agree as follows:

1. “The State, through its Contractor, will construct the Project in accordance with the Plans and Specifications for the Project.
2. The State or its Contractor will notify the Municipality forty-eight (48) hours in advance of delivery of new frame and cover to the site.
3. The State’s Contractor shall be responsible for removing any/all construction related debris from the sewerage system.

4. The State's Contractor shall comply with all requirements detailed in the Municipality's specifications and contract documents.
5. The Contractor shall notify the Municipality of any emergency related to sewerage facilities or leaks during construction of the Project.
6. The State and the Municipality agree that any salvaged frame and cover shall be stored by the Contractor until the Municipality retains the salvaged frame and cover from the site at no additional cost to the Municipality.
7. The State and the Municipality agrees existing frames and covers are to be removed and shall be salvaged unless otherwise found to be damaged, cracked, failed or unfit for retention, which shall be disposed of by the Contractor at no additional cost to the Municipality.
8. The State, through its Contractor shall maintain all portions of the Project, in accordance with the RIDOT Plans and Specifications, at its own cost and expense during the construction of the Project.
9. The Municipality agrees to secure the necessary consent from any other parties holding an interest in its land, to allow for the construction of the Project and for any subsequent maintenance and/or repairs.
10. The State will advertise and award the Project in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter, the State shall issue a Notice to Proceed to its contractor (the "Contractor"), who will construct the improvements in accordance with the Plans and Specifications for the Project.
11. After issuance of the Notice to Proceed to the Contractor, the Municipality will allow the Contractor and/or the State to enter onto the Municipality's right-of-way, where applicable, for purposes of constructing the Project.
12. Upon completion of the Project, the Municipality will:
 - a. maintain any and all aspects of the Project in conformance with R.I.G.L. 24-5-1, R.I.G.L. 24-8-15, 23 U.S.C § 116, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990. This maintenance obligation includes reasonable snow and ice removal efforts and allows only temporary interruptions in service or access;
 - b. regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the Project and chapters 12 through 27 of Title 31 of the Rhode Island General Laws;

- c. conform to the latest edition of the Manual on Uniform Traffic Control Devices and Standards relative to all traffic control signals, flashing beacons, traffic islands, regulatory or warning signs, pavement markings, or other traffic control devices;
 - d. enforce traffic regulations established in accordance with this Agreement;
 - e. enact any further regulations necessary to assure the preferential, safe and efficient movement of traffic in keeping with the through traffic service to be provided by this Project. Dated and attested copies of amendments to the Municipal Ordinance necessary for the enforcement of any specific provisions will be forwarded by the Municipality to the State. All necessary Municipal Ordinances applicable to this Project shall be in effect prior to completion of construction; and
 - f. maintain the affected areas during construction of Project within the Municipal Right-of-Way; and
 - g. maintain all installed sidewalks, curbs, and ADA compliant ramps in accordance with Project plans and specifications, at its own cost and expense, and will make ample provision each year for such maintenance.
2. All work performed under this Project is subject to the approval and inspection of the State and Federal authorities in accordance with the provisions of the Federal-Aid Highway Acts and the regulations, as aforementioned, which are hereby made a part of this Agreement by reference.
 3. The Municipality will use or allow the use of for transportation purposes only the space below a plane sixteen feet, four inches (16' - 4") above the existing grade of the highway or the minimum clearance plus four inches as approved by the State except the space necessary for foundations, vertical support facilities and utility and mechanical systems. Any other space above and below the highway may be used for other than transportation purposes only with the approval of the State and Federal authorities and in accordance with the provisions of the Federal-Aid Highway Acts and the regulations adopted thereunder.
 4. The Municipality must notify the State's Maintenance Division at least twenty-four (24) hours in advance of entering a traffic signal controller cabinet for maintenance of the Emergency Vehicle Priority Control System. The State's representative must be on site during said maintenance.
 5. The Municipality will take all necessary steps to receive authority from its governing body to enter into and execute this Agreement including, but not limited to, submission of this Agreement to the Municipal governing body for ratification. Proof of such authority shall be provided to the State prior to project advertisement.
 6. The State reserves the right to terminate this Agreement if State or Federal Funds are rescinded or

not authorized for the Project.

7. This Agreement may not be altered or amended except by written agreement signed by the Parties.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:

DEPARTMENT OF TRANSPORTATION:

TOWN OF SMITHFIELD:

Lori A. Fisette
Administrator of Project Management
Department of Transportation
Date: _____

Randy R. Rossi
Town Manager
Town of Smithfield
Date: _____

Approved as to form:

Robert Rocchio, P.E.
Chief Engineer
Department of Transportation
Date: _____

Anthony Gallone, Esq.
Town Solicitor
Town of Smithfield
Date: _____

Approved as to form:

John J. Igliazzi, Esq.
Assistant Director of Legal Services
Department of Transportation
Date: _____

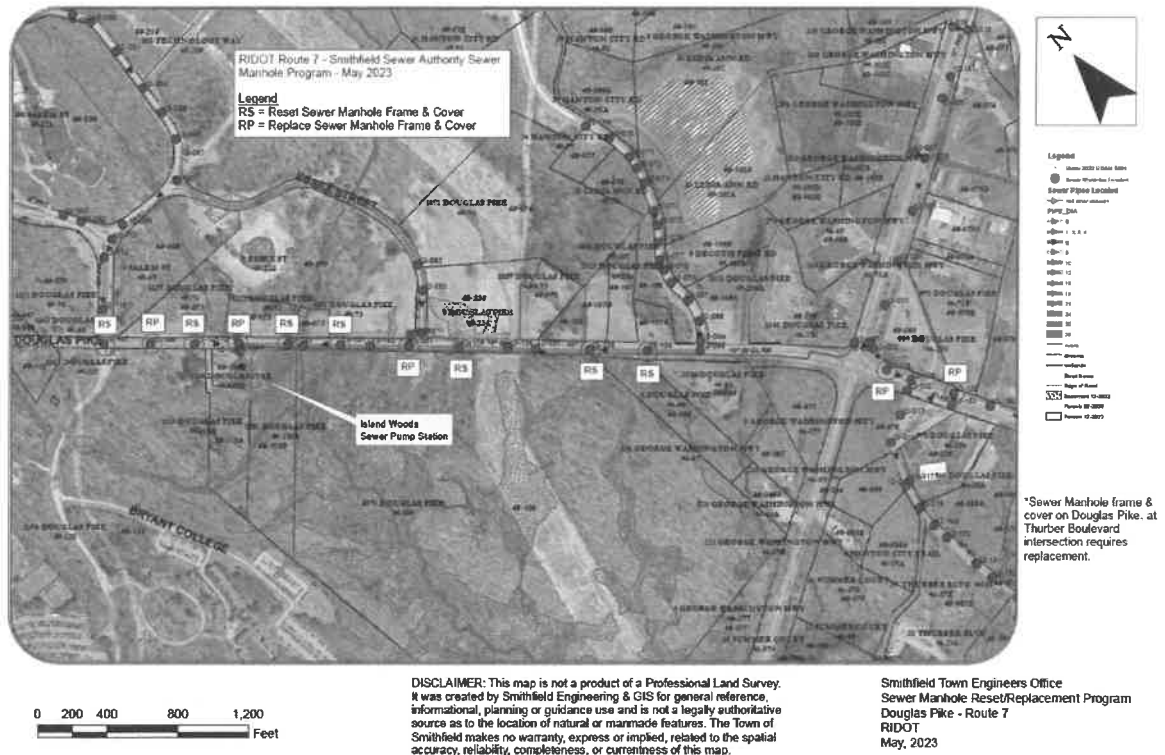
Approved:

Peter Alviti, Jr., P.E.
Director
Department of Transportation
Date: _____

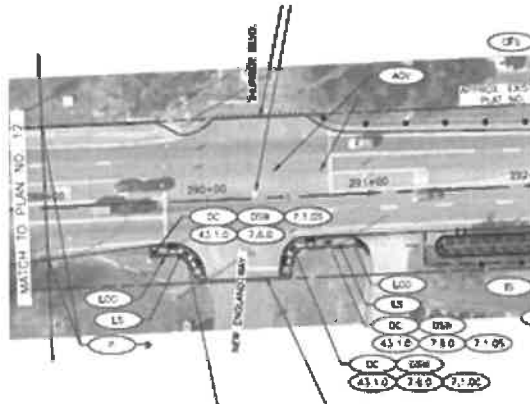
EXHIBIT A
PROJECT DESCRIPTION

The project, located in the Town of Smithfield, includes the replacement of existing sections of Municipal and State owned sidewalk, replace/reset existing frame and covers for manholes and the installation of ADA compliant ramps at the intersections of New England Way, Washington Highway, Limerock Road, and Whipple Road along Douglas Pike and Route 7 as shown on the following map. Road illustration below is for illustrative purpose only. The proposed improvements will stay within the project limits.

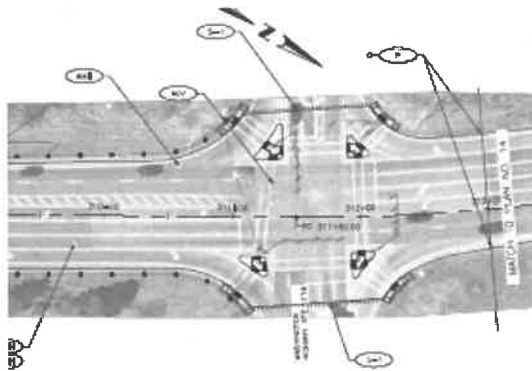
Map of Town of Smithfield manhole covers (To be Reset/Replace)



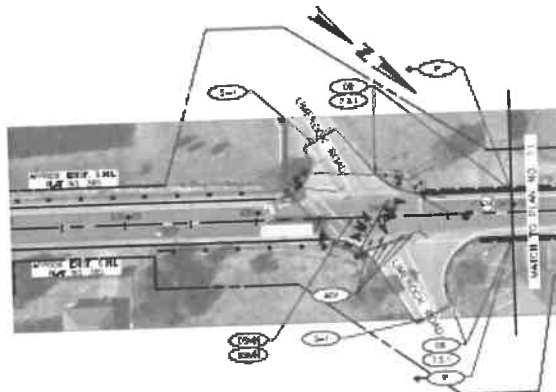
ADA Crosswalks/Sidewalk Ramps



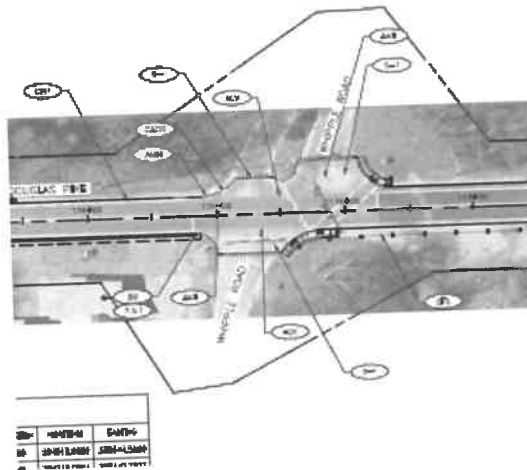
Douglas Pike / New England Way



Douglas Pike / Washington Highway Rt. 116



Douglas Pike / Limerock Road



Douglas Pike / Whipple Road

Town of Smithfield

Response to Exemption Taken

Section 11 – After issuance of the Notice to Proceed to the Contractor, the Municipality will allow the Contractor and/or the State to enter onto the Municipality's right-of-way, where applicable, for purposes of constructing the Project.

Smithfield: Unclear why Town needs to authorize RIDOT entrance onto/into existing Rights-of-Ways the Town does not control.

RIDOT (Project Management) Response: Project covers both State owned and Municipal owned ROW. State may need permission to enter onto Municipal ROW where applicable.

Section 12a - a. maintain any and all aspects of the Project in conformance with R.I.G.L. 24-5-1, R.I.G.L. 24-8-15, 23 U.S.C § 116, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990. This maintenance obligation includes reasonable snow and ice removal efforts and allows only temporary interruptions in service or access

Smithfield : Maintenance obligations have not been discussed for this project with the Town.

RIDOT(Project Management) Response: Added statute that references maintenance obligations (Highlighted yellow)

Section 12 c. conform to the latest edition of the Manual on Uniform Traffic Control Devices and Standards relative to all traffic control signals, flashing beacons, traffic islands, regulatory or warning signs, pavement markings, or other traffic control devices

Smithfield : Town will not assume any ownership or future responsibilities associated with MUTCD devices within State Right-of-Way

RIDOT(Project Management) Response: This is to ensure any maintenance performed to cabinets (for Pre-empt) comply with latest traffic specifications.

Section 12 e. enact any further regulations necessary to assure the preferential, safe and efficient movement of traffic in keeping with the through traffic service to be provided by this Project. Dated and attested copies of amendments to the Municipal Ordinance necessary for the enforcement of any specific provisions will be forwarded by the Municipality to the State. All necessary Municipal Ordinances applicable to this Project shall be in effect

Smithfield: Please clarify what municipal ordinances are required that need to be adopted or amended

RIDOT (Project Management) Response: This is for municipality to decide. If there are any ordinances that the state should follow while the project commences?

Section 12 f. *maintain the affected areas during construction of Project within the Municipal Right-of-Way; and*

Smithfield: *This is a State RIDOT project the Town will not control.*

RIDOT (Project Management) Response : This states that the municipality is responsible for the maintenance within the MUNICIPAL ROW.

Section 12 g. *maintain all installed sidewalks, curbs, and ADA compliant ramps in accordance with Project plans and specifications, at its own cost and expense, and will make ample provision each year for such maintenance*

Smithfield: Exception taken.

RIDOT (Project Management) Response: See RIGL 24-5-1(a)

Section 15. *The Municipality must notify the State's Maintenance Division at least twenty-four (24) hours in advance of entering a traffic signal controller cabinet for maintenance of the Emergency Vehicle Priority Control System. The State's representative must be on site during said maintenance.*

Smithfield: *The Town will not accept nor assume any access privilege, maintenance (present or future) of any signal control cabinets.*

RIDOT (Project Management) Response: *This paragraph requests that the municipality notify the State Maintenance Division prior to maintenance of the EMS system that the Town already uses...*



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield
PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

DATE: September 22, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Gene Allen, Director of Public Works
Angelo Mencucci, Director of Facilities
RE: On-call Town-wide electrical services contact

SUBJECT:

The current two year joint contract with Sullivan & McLaughlin and AM Electric LLC for on call Town-wide Electrical Services will be ending on October 15, 2023. This contract has proven to be a benefit to both the Town and School Department, especially in cases of emergency, by having electrical service providers on call 24 hours/day, 7 days/week and 365 days/year. Having two on call service providers allows the Town flexibility and coverage in case of multiple simultaneous emergencies.

I hereby request that the Town Council authorize the advertisement of a new Request for Proposal (RFP) for another two (2) year contract term for Town-wide electrical services contact, starting October 15, 2023 – October 14, 2025. Following your approval, and Town Solicitor review, the RFP will be advertised in the newspaper and posted/advertised on the various websites. After the public bid openings, all submissions will be reviewed by an evaluation committee and a recommendation will be presented to the Town Council for award consideration.

ATTACHMENTS:

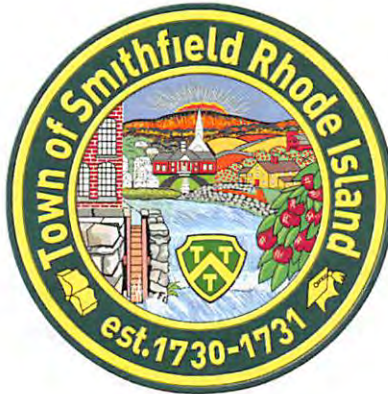
Copy of the RFP for Town-Wide on Call Electrical Services.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise this RFP for On-call Town Wide Electrical Services contract with a two (2) year term. Subject to Town Solicitor review.

TOWN OF SMITHFIELD

REQUEST FOR PROPOSALS



RFP # 230915

2023-2025 TOWN-WIDE ELECTRICAL SERVICES CONTRACT

TABLE OF CONTENTS:

PAGE

1	Cover Page
2	Table of Contents & Description
3	Terms & Requirements/Instructions
4	Notification to Bidders
5	Construction & Service Proposal Terms
6 - 8	Proposal Background & Specifications
9	Attachment A – Cost Proposal Form

The Town of Smithfield, RI is requesting sealed proposals for Town-Wide Electrical Services Contract for a Two (2) Year period, in accordance with all Terms and Specifications Contained Herein.

Sealed Proposals will be received at the Finance Office to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10AM on October 19, 2023 at which time all proposals will be publicly opened.

TOWN OF SMITHFIELD
State of Rhode Island



Terms and Requirements for Request for Proposal

Item Description: 2 year Town-wide Electrical Services Contract

Date and Time to be OPENED: Monday, October 19, 2023 at 10:00 AM

Proposals may be submitted up to 10:00 AM on the above meeting date at the **Finance Office**, to the attention of the **Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield RI 02917 during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read aloud at the Town Council Chambers on the second floor.

INSTRUCTIONS

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the 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 BID" written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in WRITING and in NUMERALS, and any proposal not so stated may be rejected.
5. Proposals SHOULD BE TOTALED WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence, and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals SHOULD BE SIGNED IN INK.
7. One original proposal and four copies shall be submitted.

TOWN OF SMITHFIELD
State of Rhode Island

NOTIFICATIONS TO VENDORS

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

TOWN OF SMITHFIELD
State of Rhode Island

CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within sixty (60) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by the responder and/or third persons, or their agents, servants and/or those claimed under them.

TOWN OF SMITHFIELD
State of Rhode Island

A. BACKGROUND

The Town of Smithfield including The School Department is seeking proposals for an On-Call Town- wide Electrical Services Contract with a term of two (2) years starting October 15, 2023 through October 14, 2025.

B. SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for an Electrical Services Contract for maintenance/repairs and upgrades on town-wide facilities.
2. The candidate is to be a licensed RI Master Electrician Contractor, Class "A" and "B" to provide the Town of Smithfield, Rhode Island and the School Department routine maintenance/repairs, emergency service, and improvement projects as required.
3. The contract period shall be in effect for two (2) years: October 15, 2023 through October 14, 2025.
4. 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. Evaluation criteria will be based on regular rate, overtime rate and ability to perform.
5. The following are considered normal working hours: Monday – Friday 7:00AM to 4:30 PM.
6. Work performed outside of these hours shall only be permitted in the case of emergencies, or as specifically directed by Town personnel. This work shall be billed at the Emergency/Off-hour/Holiday rate.
7. Projects in excess of \$10,000 will be reviewed by the Town Council and/or School Committee and will be considered a separate Request for Proposal (RFP) process for the project if it serves the best interest of the Town and/or School Department.

Note: The successful candidate will be "on call" 24 hours/day, 7 days/week, 365 days per year.

C. PROPOSAL REQUIREMENTS

1. Include an outline of the services provided by the company representatives.
2. Include a brief general statement describing your company, staffing, and the ability to provide the indicated services.
3. Provide background information regarding the specific individuals who will be responsible for servicing this account from your company.
4. List any past experience providing electrical services to the Town.
5. Must possess a R.I. Electrical Contractor License Class A" and B.
6. Insurance -Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage.
7. Must have sufficient staffing to provide emergency service coverage 24 hours/day, 7 days per week. **Maximum expected response time will be two (2) hours in emergencies** and 72 hours for routine calls, barring delays for delivery of other than normally maintained or stocked material.
8. **Provide at least three (3) client references including contact name, phone and type of services provided.**
9. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
10. Responders must guarantee that the services can be provided to the Town of Smithfield within the time specified in the proposal documents.
11. Services which do not in the opinion of the Town, meet the specified requirements will not be accepted.

D. INQUIRIES

Inquiries concerning clarification on any portion of this RFP should be made to:

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

TOWN OF SMITHFIELD
State of Rhode Island

E. COST PROPOSAL INCLUSIONS

The cost proposal should include the following information:

1. The responder shall submit Attachment "A" filled out completely.
2. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
3. The pricing shall remain for the duration of the contract.

F. EVALUATION CRITERIA:

- 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.
- Proposal will be evaluated on the following:

	Score
1. Company Information and Years in Business	10
2. Required documents stated in RFP	20
3. Past Experience with the Town and References	25
4. Business Location in Town	10
5. Pricing	35
Grand Total	100

G. FINAL SELECTION PROCESS & ACCEPTANCE OF CONDITIONS

- The Smithfield Town Council will select a firm based upon the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected that a contract will be executed between the parties.
- A firm'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 firm selected.

TOWN OF SMITHFIELD

State of Rhode Island

ATTACHMENT A
COST PROPOSAL FORMAgrees to respond on: Town-wide Electrical Services Contract -two (2) year
term (October 15, 2023 - October 14, 2025)

Date and time to be opened: Tuesday, October 19, 2023 at 10:00 AM

VENDOR NAME :	
VENDOR ADDRESS:	
CITY, STATE, ZIP:	
Soc. Sec. # or Fed. ID #	

1. Hourly rate for the two (2) year period:

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

2. Emergency/Off-hour rate for the two (2) year period:

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

3. Sunday/Holiday rate for the two (2) year period:

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

PHONE _____ FAX _____

EMAIL _____

CONTACT PERSON NAME

TITLE

CONTACT PERSON SIGNATURE



Town of Smithfield

64 FARNUM PIKE

PLANNING DEPARTMENT

Telephone (401) 233-1017

Fax (401) 233-1091

September 28, 2023

TO: Smithfield Town Council

FROM: Michael Phillips, Director of Planning & Economic Development

RE: RIDEM Grant Application for the Acquisition of Assessor's Plat 23 Lot 67A for Parking at Whipple Field and extension of Olivia's Woods trail.

The Planning Department along with the Recreation Department and the Town's grant writer are preparing RIDEM Recreation Acquisition & Development Grant applications. The application being considered under the land acquisition category includes:

1. Purchase of Assessor's Plat 23, Lot 67A (0 Cross Street) for Parking at Whipple Field and extension of the trail at Olivia's Forest under the Land Acquisition Category (\$400,000 Max Grant).

The acquisition grant involves the acquisition of Plat 23, Lot 67A. The Town proposes to purchase this lot to develop much needed parking for Whipple Field and Olivia's Forest trail which currently has no off-street parking. The purchase will also allow the trail to be extended to Cross Street improving access to the popular trail from the Village of Georgiaville. The purchase price of \$235,000 is based on recent appraisal by Jamie Moore Appraisal Services, Inc. that was commissioned by the seller. The acquisition grant requires a 50% match which translates to a Town contribution of \$117,500 toward the acquisition. The Town would be obligated to construct the parking facility and the trail in the future.

There is a public participation component to the grant that requires the municipality to review the application at a duly noticed public meeting.

Recommended Motion: That the Smithfield Town Council adopts a resolution authorizing the Town Manager to submit a Land Acquisition Grant application for the purchase of Assessor's Plat 23, Lot 67A for \$235,000 under the RIDEM Recreation Acquisition and Development Grant round as detailed above.

Attachments:

Whipple Field/ Olivia's Forest Acquisition – Maps, Parking Layout, Appraisal and Resolution

RESOLUTION

WHEREAS: funding is available under the Rhode Island Recreation Acquisition and Development Grants program, administered by the Department of Environmental Management, Division of Planning and Development; and

WHEREAS: the Governor of the State of Rhode Island has authorized the Director of said department to provide funding equal to 50% of the costs to acquire property for future recreation facilities; and

WHEREAS: that a funding application in the amount of \$235,000 has been prepared by the Planning Department for the Acquisition of Plat 23, Lot 67A which will be developed for parking and trails for Whipple Field and Olivia's Forest conservation area; and

WHEREAS: the Town of Smithfield will provide \$117,500 in matching funds and in-kind services for the acquisition.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That Randy R. Rossi, is hereby authorized and directed to file a Recreation Acquisition and Development Grant application to fund the acquisition of Plat 23, Lot 67A with the RIDEM, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the representative of the Town of Smithfield in all matters relating to this application and any award which may be based upon this application.

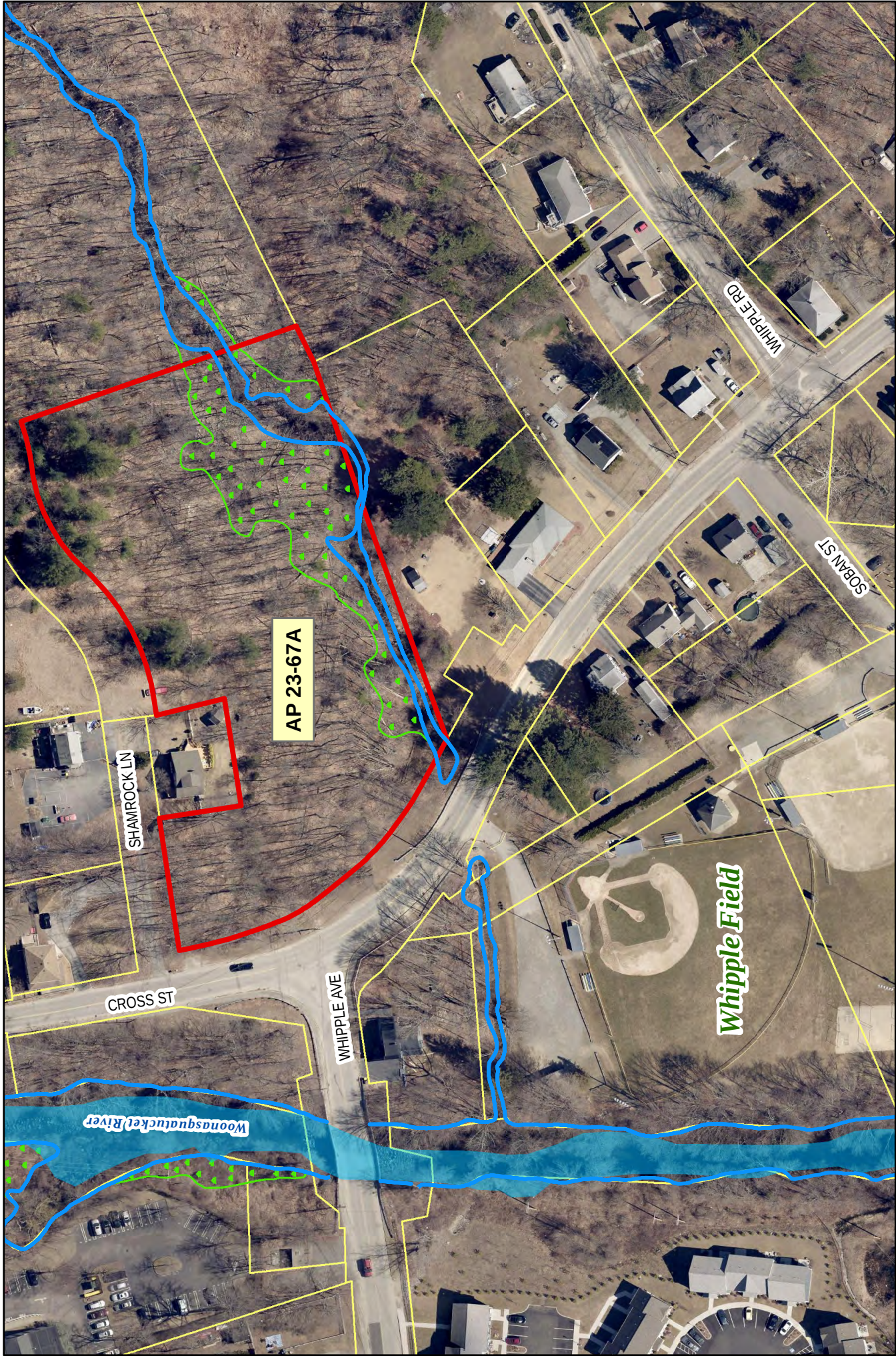
Passed as a Resolution of the Smithfield Town Council this 3rd day of October, 2023.

In witness whereof I have hereunto
Set my hand and affixed the official
Seal of the Town of Smithfield this
3rd Day of October 2023.

by the Smithfield Town Council

Lyn Antonuccio, Town Clerk

T. Michael Lawton, President
Smithfield Town Council



AP 23-67A

SHAMROCK LN

CROSS ST

WHIPPLE AVE

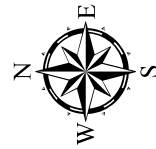
Whipple Field

WHIPPLE RD

SLOAN ST

Woonasquatucket River

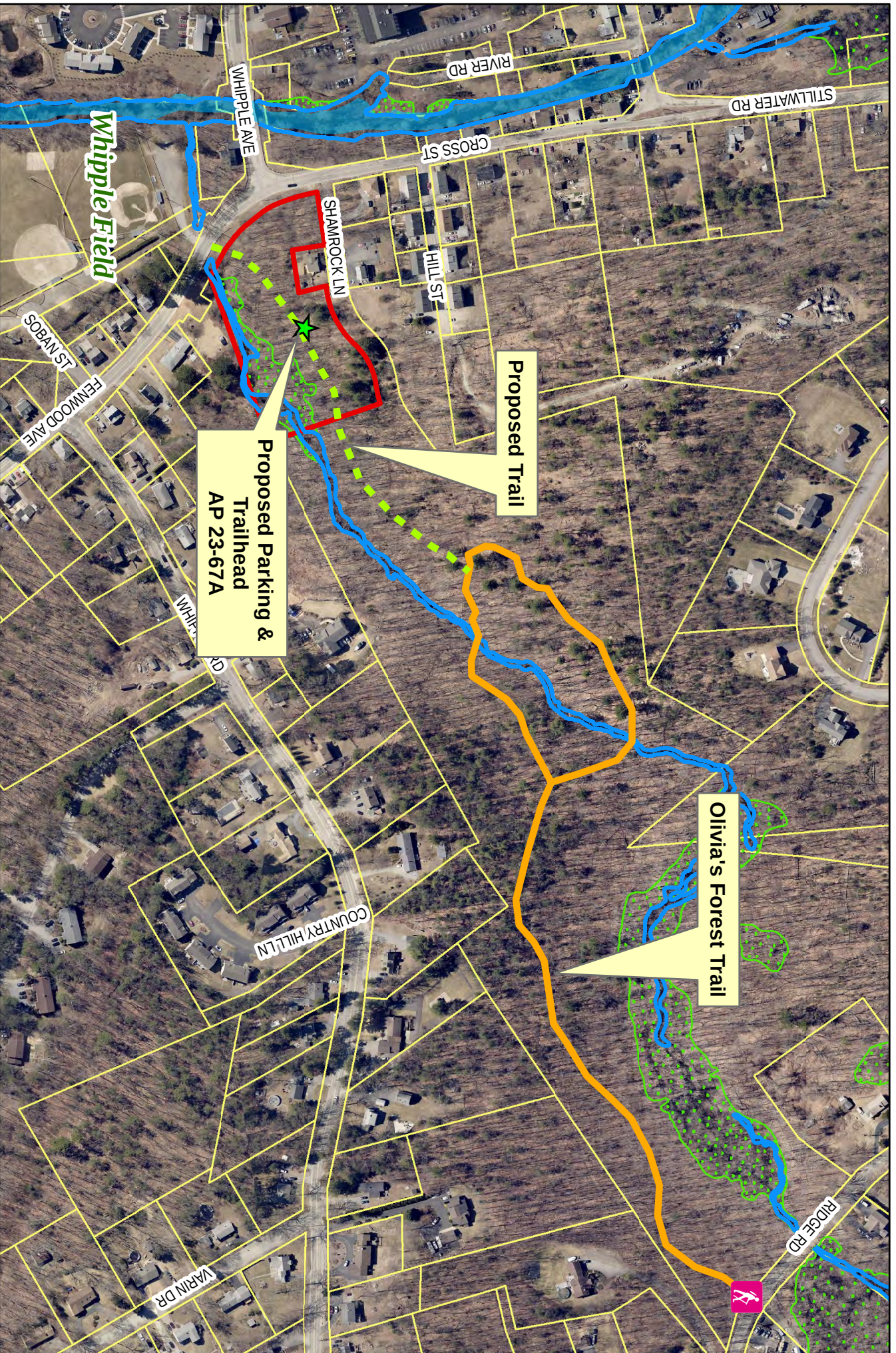
Whipple Field Acquisition Grant for future Whipple Field Parking Area AP 23-67A



SOURCE: Nicole Chella, Engineering Aide/GIS Specialist, Engineering Department, Town of Smithfield, RI
Revised October 2021.

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 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.





Whipple Field Acquisition Grant for future Whipple Field Parking Area

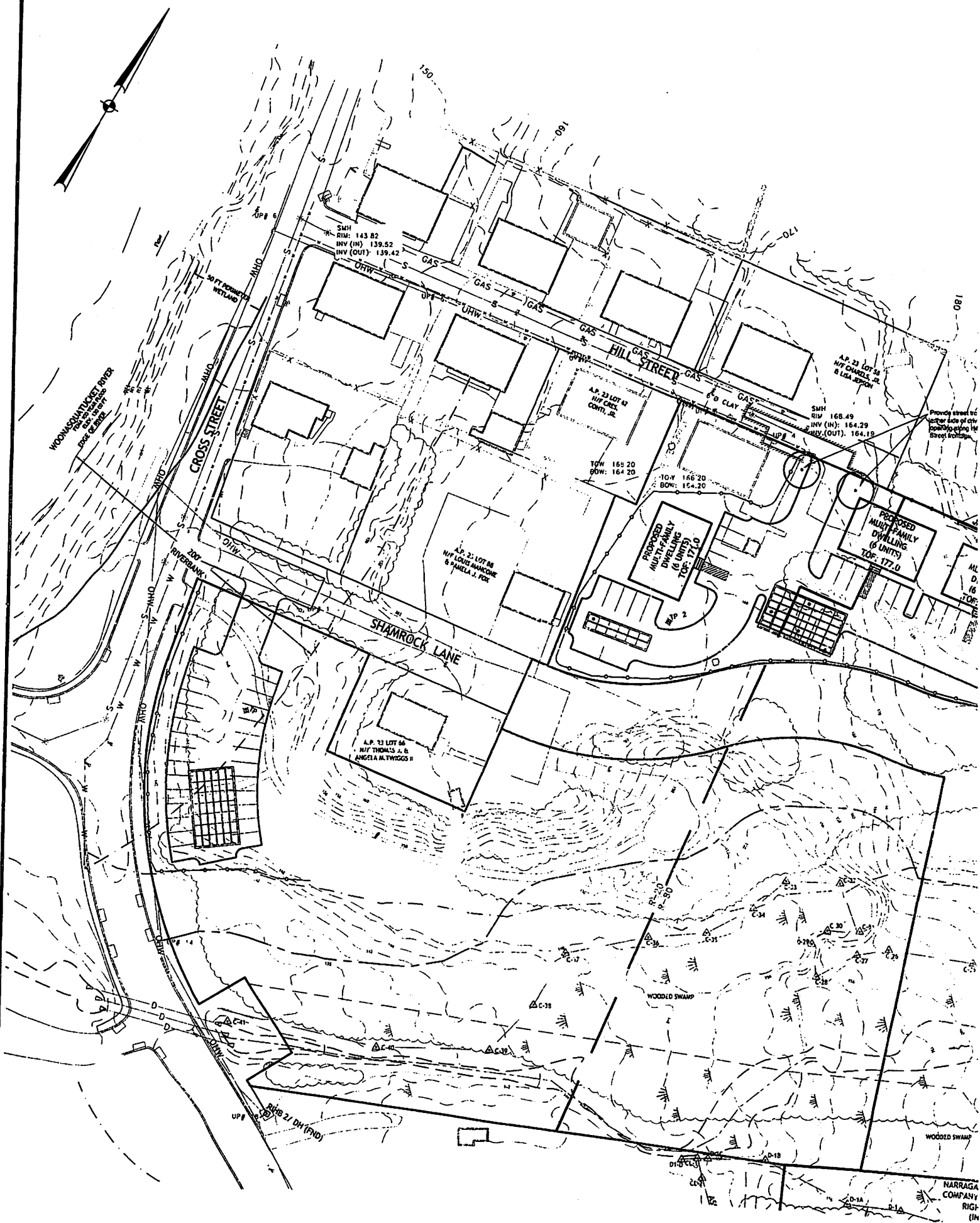
AP 23-67A



SOURCE: Nicole Orfield, Engineering Aide/GIS Specialist, Engineering Department, Town of Smithfield, RI
Revised October 2021.

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 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.





Jamie Moore's License



State of Rhode Island
Department of Business Regulation
Real Estate Appraisers Section
John O. Pastore Complex, Bldg. 69-1
1511 Pontiac Avenue
Cranston, RI 02920-0942



Certified Residential Appraiser

Certification No. CRA.0A00379

This Certification Expires on: 01/13/2023

(In accordance with Title V, Chapter 20.7 of the General Laws of Rhode Island relating to Real Estate Appraisers) Pursuant to vested authority and having received full payment of the required fee, the Department of Business Regulation has licensed/certified

Jamie D. Moore

The person named herein may engage in the business of appraisal practice, provided he shall in all respects conform to the Provisions of Title V, Chapter 20.7 of the General Laws of Rhode Island 1987, as amended, and the rules and regulations issued under authority thereof, beginning 01/14/2021 and ending 01/13/2023 unless this license is suspended revoked or voluntarily returned to the Department during this period.

Vanessa Glenn
Chairperson, Real Estate Appraisers Board

APPRAISAL OF REAL PROPERTY



LOCATED AT

Cross Street (AP 23 Lot 67-A)
Smithfield, RI 02917

FOR

Crescenzo Conti, Jr.

OPINION OF VALUE

235,000

AS OF

11/17/2022

BY

Jamie D. Moore
Jamie Moore Appraisal Services, Inc.
P.O. Box 667
Newport, RI 02840
401-743-2963
jamiedmoore@verizon.net

Client	Crescenzo Conti, Jr.	File No.
Property Address	Cross Street (AP 23 Lot 67-A)	
City	Smithfield	County Providence
		State RI
		Zip Code 02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report

(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report

(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

THE CLIENT OF THIS APPRAISAL REPORT IS CRESCENZO CONTI, JR.

THE INTENDED USER OF THIS APPRAISAL REPORT IS CRESCENZO CONTI, JR.

THE INTENDED USE IS TO ESTIMATE THE CURRENT MARKET VALUE OF THE SUBJECT SITE.

AN INSPECTION WAS COMPLETED ON NOVEMBER 17, 2022.

APPRAISER:

Signature: 

Name: Jamie D. Moore

State Certification #: CRA.0A00379

or State License #: _____

State: RI Expiration Date of Certification or License: 01/13/2023

Date of Signature and Report: 12/06/2022

Effective Date of Appraisal: 11/17/2022

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 11/17/2022

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

LAND APPRAISAL REPORT

File No.

SUBJECT

Borrower

Client: Crescenzo Conti, Jr.

Census Tract

0126.02

Map Reference

39300

Property Address

Cross Street (AP 23 Lot 67-A)

City

Smithfield

County

Providence

State

RI

Zip Code

02917

Legal Description

Book 850 Page 26

Sale Price \$

N/A

Date of Sale

N/A

Loan Term

N/A

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

1,838

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

N/A

Address

N/A

Occupant

Vacant Land

Appraiser

Jamie D. Moore

Instructions to Appraiser

TO ESTIMATE CURRENT MARKET VALUE

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☒ Increasing

☐ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☒ Under 3 Mos.

☐ 4-6 Mos.

☐ Over 6 Mos.

Present

85 % One-Unit

% 2-4 Unit

% Apts.

% Condo

% Commercial

Land Use

% Industrial

% Vacant

15 % Whipple Field/Georgiaville Pond

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

% Vacant

One-Unit Price Range

\$ 150,000

to \$ 650,000

Predominant Value \$ 350,000

One-Unit Age Range

10 yrs. to 200 yrs.

Predominant Age 100 yrs.

Good

Avg.

Fair

Poor

Employment Stability

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The subject site (noted as Conti-Cortellesso-Whipple Division) is located in the Georgiaville section of Smithfield. Surrounding properties are single units of modest appeal. The area is convenient to recreational facilities. Within close proximity of Whipple Field and Georgiaville Pond/Beach. Highway access and employment centers are noted within a few miles.

SITE

Dimensions

See attached plat map

=

2.92 ac

☒ Corner Lot

Zoning Classification

R-20

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☐ Present Use

☒ Other (specify) Residential Development would be highest and best use if possible

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Asphalt

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☒ Curb/Gutter

☐ Sidewalk

☒ Street Lights

Topo

Sloping

Size

Larger than Average

Shape

Irregular

View

Residential

Drainage

Wetlands noted on the site

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

Site is wooded and sloping.

Wetlands are noted; however there does appear to be a building envelope per engineering.

Public sewer and public water.

Site has frontage on Cross Street as well as Shamrock Lane.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	Cross Street (AP 23 Lot 67-A) Smithfield, RI 02917	242 Farnum Pike Smithfield, RI 02917	248 Old County Rd Smithfield, RI 02917	495 Douglas Pike Smithfield, RI 02917			
Proximity to Subject		1.66 miles NW	0.79 miles NW	0.78 miles NE			
Sales Price	\$ N/A	\$ 200,000	\$ 185,000	\$ 275,000			
Price \$/Sq. Ft.	\$	\$	\$	\$			
Data Source(s)	Inspection	RIAR #1304621, Public Records	RIAR #1301695, Public Records	RIAR #1202893, Public Records			
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Date of Sale/Time Adj.	N/A	06/30/2022		04/26/2022		09/28/2018	
Location	Average	Avg/Busy Street	+20,000	Average		Super/Busy Street	
Site/View	2.92 ac	6.63 ac**		1.62 ac	+65,000	3.68 ac	-40,000
View	Residential	Residential		Residential		Residential/Comm.	
Utilities	Sewer, Water	Water	+10,000	Water	+10,000	Water	+10,000
Zoning	R-20	R-80		R-MED		R-80	
Additional Information	Wetlands	Abuts Power Lines		Cleared/Level	-20,000	No Wetlands	-10,000
Sales or Financing Concessions		Conventional		Cash Sale		Conventional	
Net Adj. (Total)		☒ + ☐ -	\$ 30,000	☒ + ☐ -	\$ 55,000	☐ + ☒ -	\$ -40,000
Indicated Value of Subject		\$ 230,000		\$ 240,000		\$ 235,000	

Comments on Market Data

Comp. #1 is adjusted 10% for inferior setting on a highly-travelled road. **No adjustment is made for larger acreage - although it is much larger than subject, it has inferior road frontage for subdivision. There may be potential for a minor subdivision/family compound although this has not been inquired by appraiser. SEE ADDITIONAL COMMENTS ON ADDENDUM PAGE.

RECONCILIATION

Comments and Conditions of Appraisal

Estimate of value assumes that the site can be developed. For purposes of this analysis, appraiser does assume that at least one dwelling can be constructed with the potential of an additional dwelling.

Final Reconciliation

All three approaches to value were considered. The Sales Comparison Approach is relied upon for this report. The Cost Approach and the Income Approach are not developed as they are not relevant for this report.

ESTIMATE OF VALUE ASSUMES THAT THE SITE CAN BE DEVELOPED.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF

11/17/2022

TO BE \$

235,000

Appraiser

Jamie D. Moore

Supervisory Appraiser (if applicable)

Date of Signature and Report

12/06/2022

Date of Signature

Title

Title

State Certification #

CRA.0A00379

ST

RI

State Certification #

ST

Or State License #

ST

Or State License #

ST

Expiration Date of State Certification or License

01/13/2023

Expiration Date of State Certification or License

Date of Inspection (if applicable)

11/17/2022

☐ Did ☐ Did Not Inspect Property

Date of Inspection

Supplemental Addendum

File No.

Client	Crescenzo Conti, Jr.						
Property Address	Cross Street (AP 23 Lot 67-A)						
City	Smithfield	County	Providence	State	RI	Zip Code	02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti						

ADDITIONAL COMMENTS ON MARKET DATA:

Comp. #2 is adjusted \$50,000/acre. This figure reflects that the subject has the potential of an additional lot - This sale is one house lot only.
Adjusted \$20,000. for being cleared and level with stone walls.

Comp. #3 is a much older sale. It is analyzed because it was a 2-lot subdivision.
No time adjustment because it does appear that vacant land tends to sell for a premium in most markets.
Although it is set on a busy street, one lot is set on the corner of Maureen Drive/entry to a subdivision.

Comparable Photo Page

Client	Crescenzo Conti, Jr.					
Property Address	Cross Street (AP 23 Lot 67-A)					
City	Smithfield	County	Providence	State	RI	Zip Code 02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti					



Comparable 1

242 Farnum Pike
Prox. to Subject 1.66 miles NW
Sale Price 200,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Busy Street
View 6.63 ac**
Site
Quality
Age



Comparable 2

248 Old County Rd
Prox. to Subject 0.79 miles NW
Sale Price 185,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Average
View 1.62 ac
Site
Quality
Age



Comparable 3

495 Douglas Pike
Prox. to Subject 0.78 miles NE
Sale Price 275,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Super/Busy Street
View 3.68 ac
Site
Quality
Age

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: Cross Street (AP 23 Lot 67-A), Smithfield, RI 02917

APPRAISER: 
Signature: _____
Name: Jamie D. Moore
Title: _____
State Certification #: CRA.0A00379
or State License #: _____
State: RI Expiration Date of Certification or License: 01/13/2023
Date Signed: 12/06/2022

SUPERVISORY or CO-APPRAISER (if applicable):
Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

Subject Photo Page

Client	Crescenzo Conti, Jr.					
Property Address	Cross Street (AP 23 Lot 67-A)					
City	Smithfield	County	Providence	State	RI	Zip Code 02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti					



Subject Site



Subject Site



Subject Site/Frontage on Fenwood Ave.



Subject Site

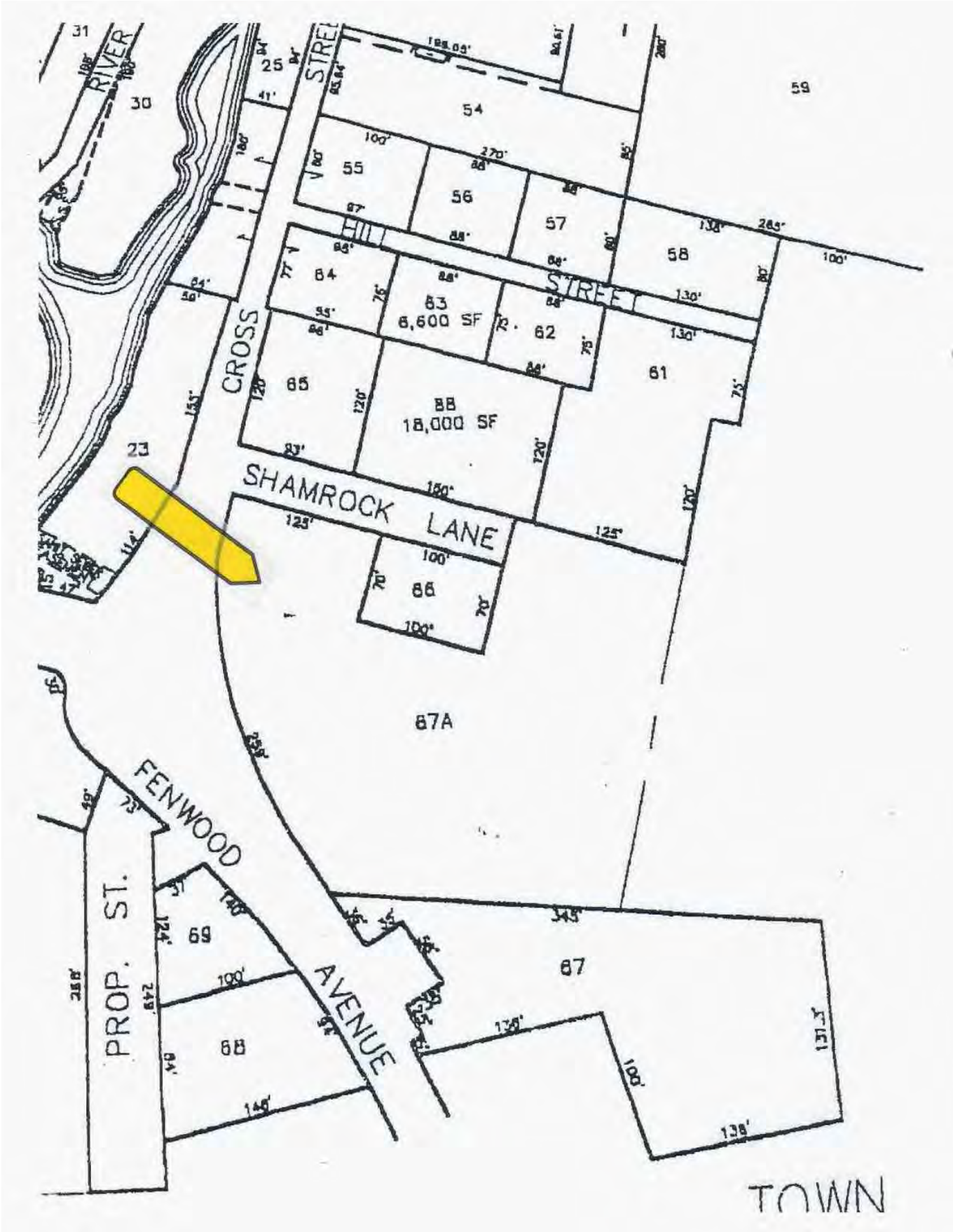


Frontage on Cross Street



Frontage on Shamrock Lane

PLAT MAP

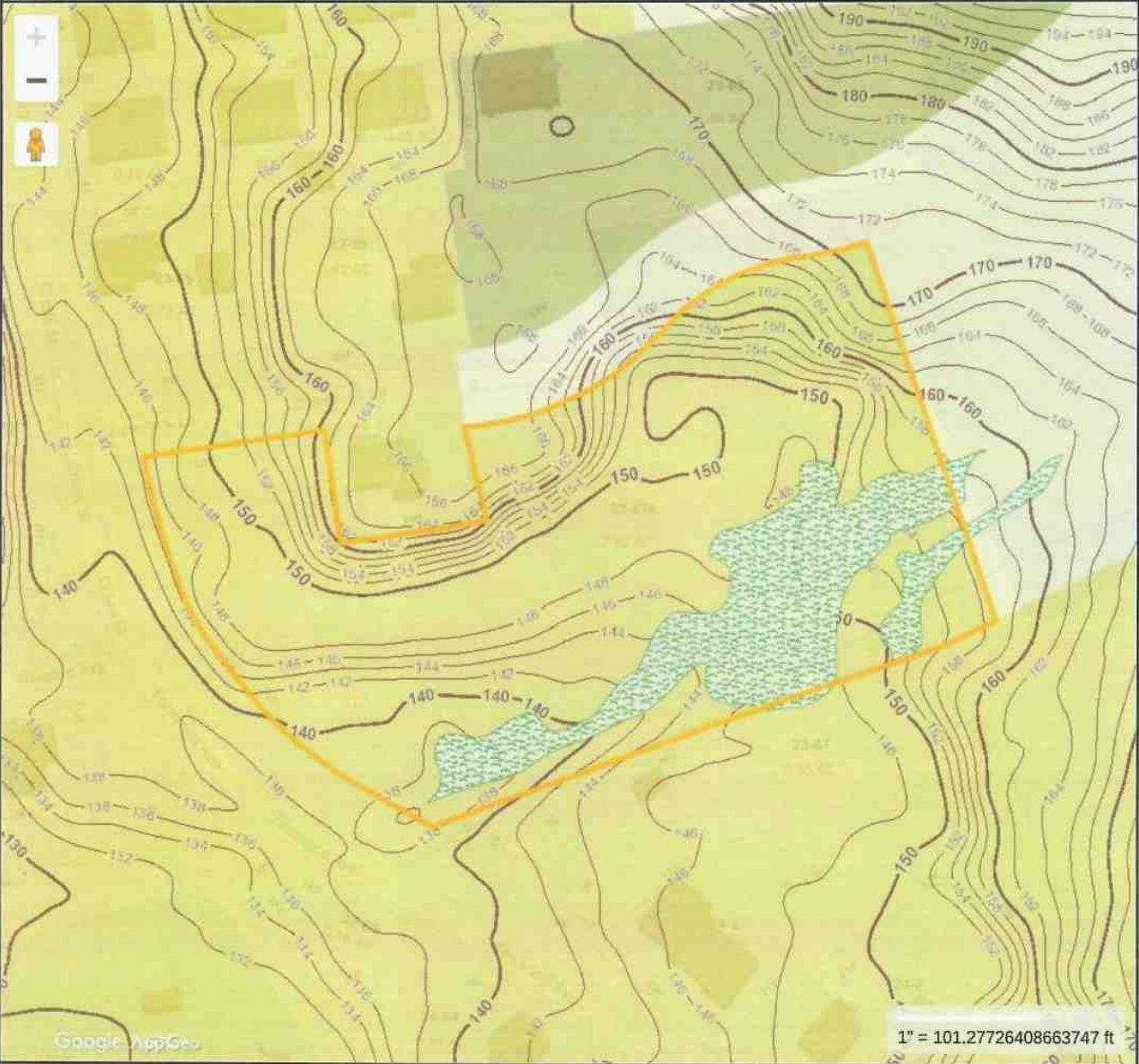


TOPOGRAPHICAL MAP

Town of Smithfield, RI

November 8, 2022

CROSS STREET, SMITHFIELD



Property Information	
Property ID	2197
Location	0 CROSS ST
Owner	CONTI CRESCENZO JR ET UX



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

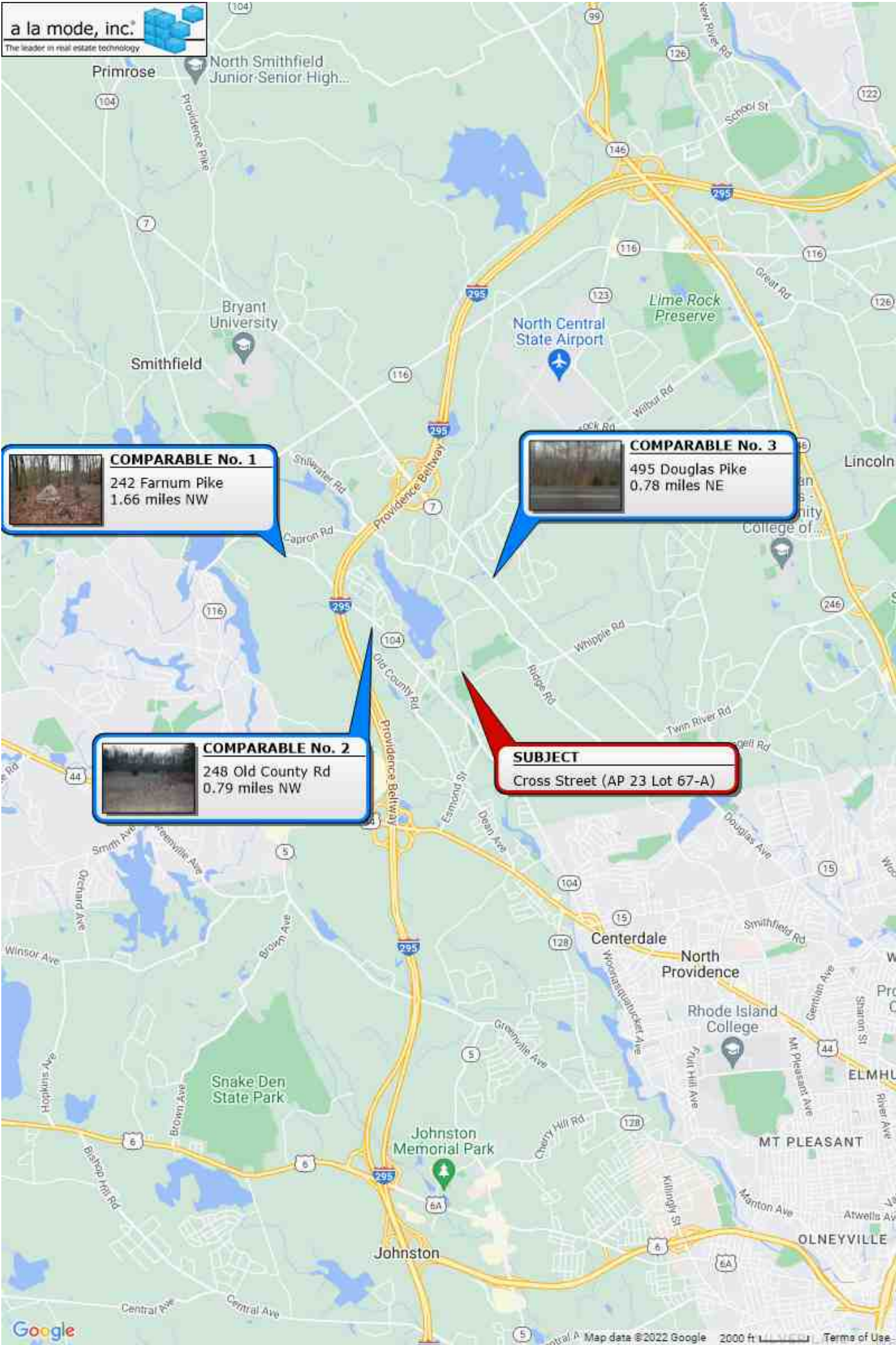
Town of Smithfield, RI makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

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

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

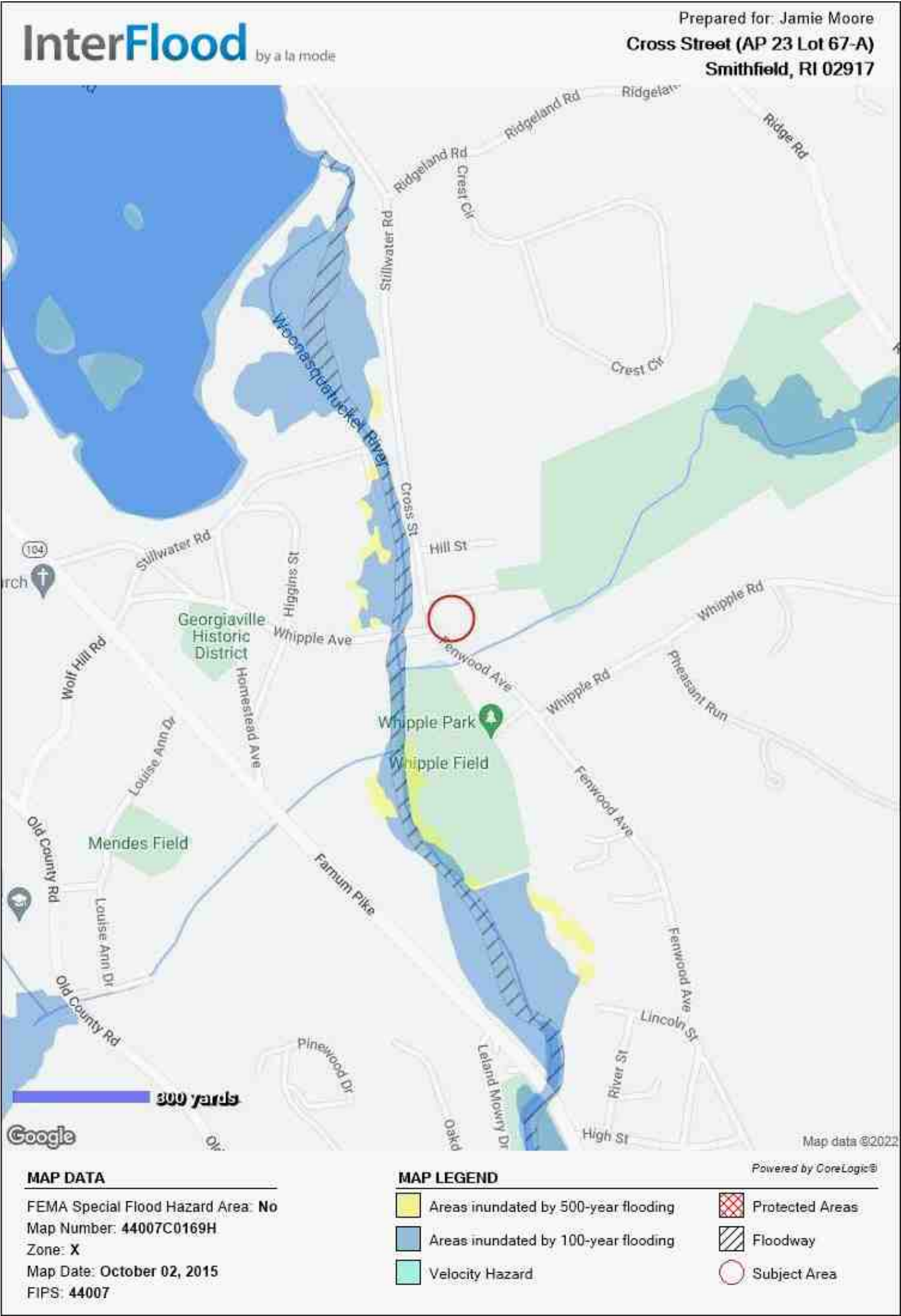
Location Map

Client	Crescenzo Conti, Jr.					
Property Address	Cross Street (AP 23 Lot 67-A)					
City	Smithfield	County	Providence	State	RI	Zip Code 02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti					



Flood Map

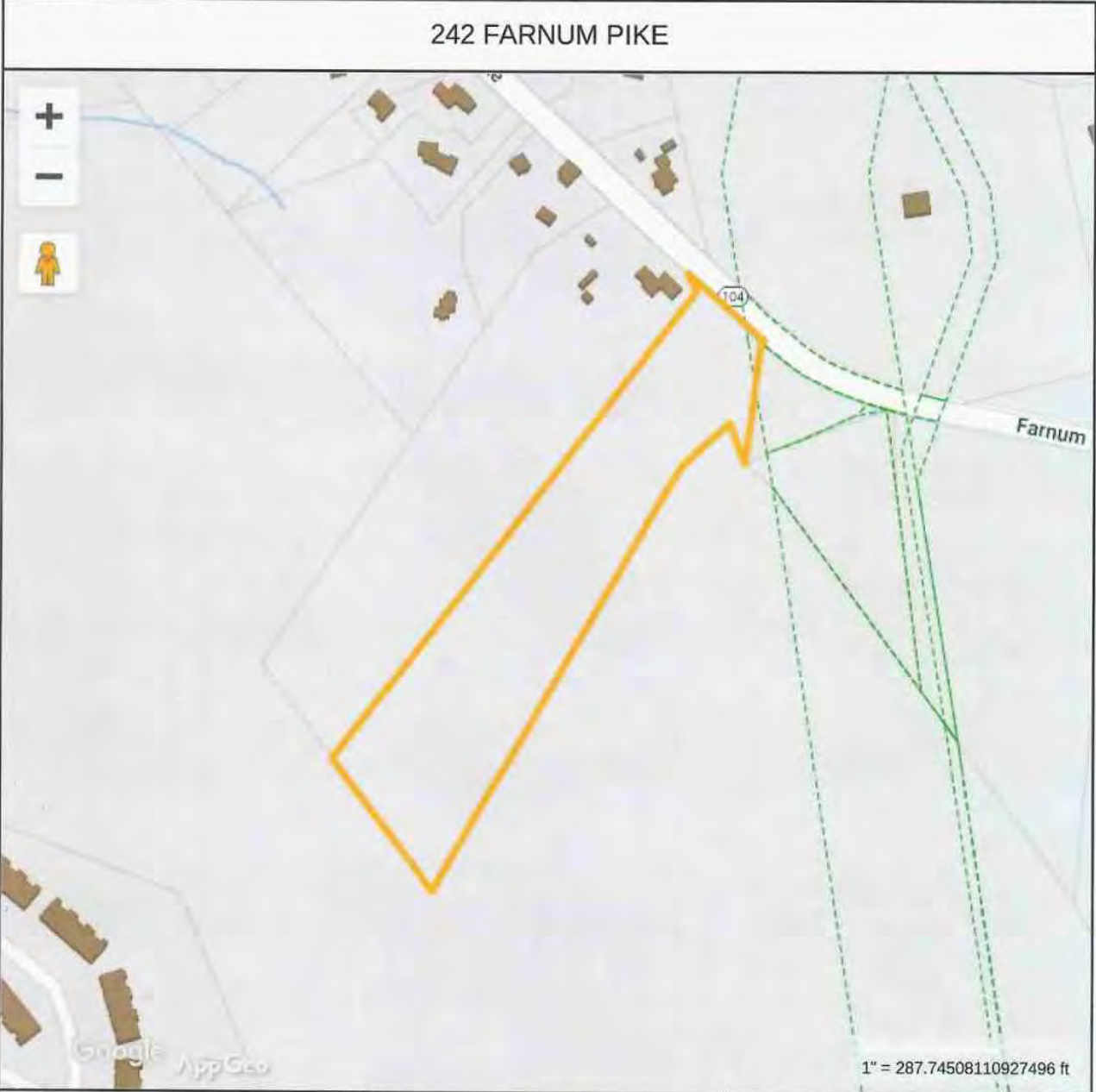
Client	Crescenzo Conti, Jr.				
Property Address	Cross Street (AP 23 Lot 67-A)				
City	Smithfield	County	Providence	State	RI Zip Code 02917
Owner	Crescenzo Conti, Jr. and Shannon L. Conti				



PLAT MAP - COMPARABLE #1

Town of Smithfield, RI

December 6, 2022



Property Information

Property ID 6134
Location 242 FARNUM PIKE
Owner HENRIQUES NICHOLAS & LAURA

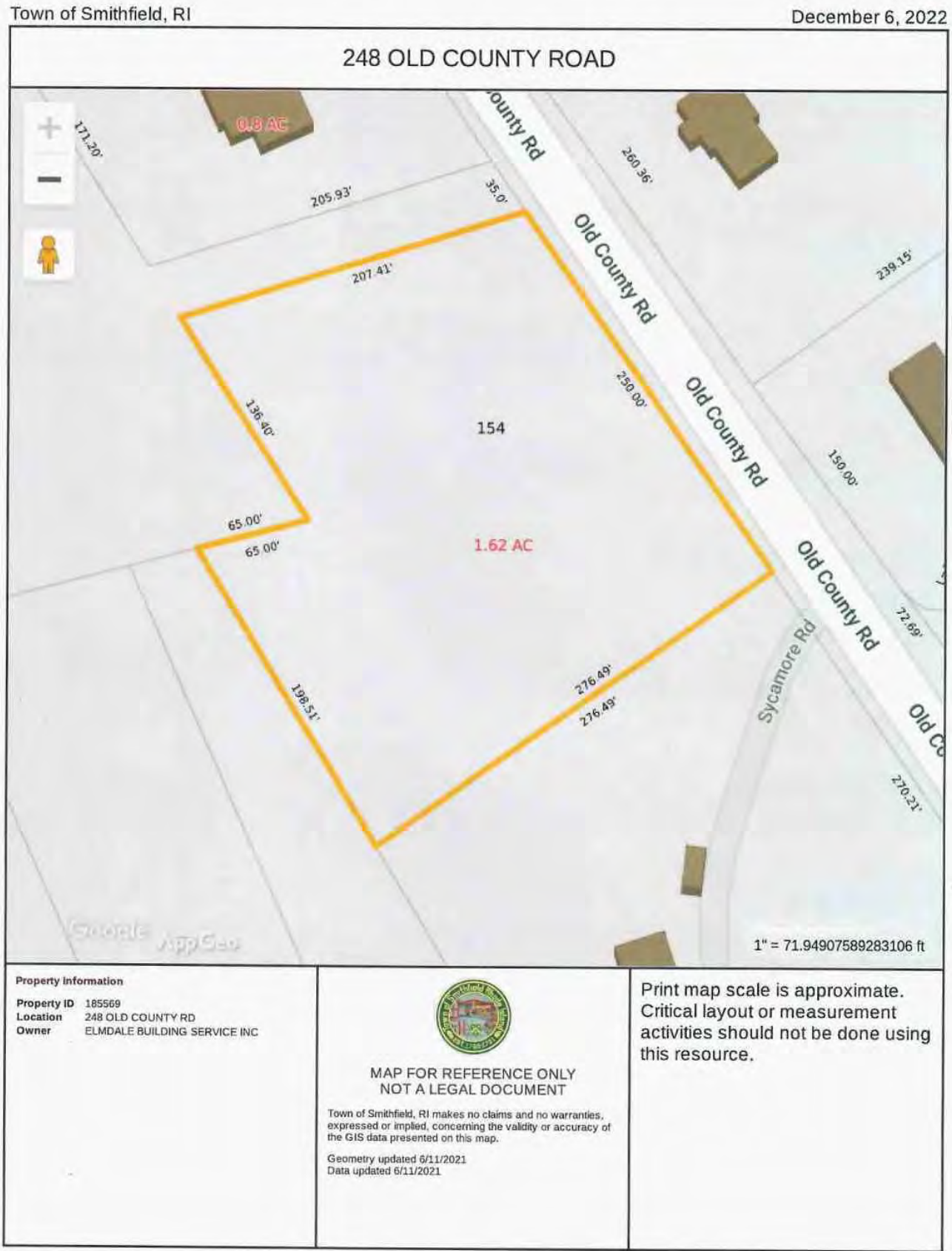


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Geometry updated 6/11/2021
Data updated 6/11/2021

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PLAT MAP - COMPARABLE #2



PLAT MAP - COMPARABLE #3

Town of Smithfield, RI

December 6, 2022

