

# SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

**TUESDAY**  
**February 7, 2023**



**SMITHFIELD TOWN COUNCIL MEETING  
SMITHFIELD TOWN HALL  
COUNCIL CHAMBERS  
64 FARNUM PIKE  
TUESDAY, FEBRUARY 7, 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 discuss and act upon authorizing the application of an accidental disability retirement for Joseph R. Carlton (the employee having been advised in writing of his right to have this matter acted on in open session) and to interview Ken Sousa, Joan Penswick, June Carlton, Gail Dwyer, and Jeanne Verity for possible appointment or reappointment to a Town board or commission.

**7:00 P.M.     AGENDA**

- I. Regular meeting reconvened at 7:00 p.m.
  - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations: None
- VI. Minutes:
  - A. Move that the minutes of the January 17, 2023 work session meeting be approved as recorded.
  - B. Move that the minutes of the January 17, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Paul Izzo, Patty Maiorisi, and Cynthia Roberts for possible appointment to a Town board or commission be approved as recorded and sealed.
  - C. Move that the minutes of the January 17, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
  - A. Town Sergeant with a term expiring in November of 2024.

B. Economic Development Commission with a term expiring in September of 2023.

VIII. Public Hearings:

- A. Conduct a public hearing to consider and act upon amendments to the Code of Ordinances to amend Chapter 294 entitled “Sewers”, Section 16 “Imposition of Annual Sewer Use Charge” to enable quarterly billing of sewer use invoices sponsored by Councilman John J. Tassoni, Jr.
- B. Schedule a public hearing on March 7, 2023 to consider and act upon the draft Year Nineteen (19) Town of Smithfield Annual Submission of the RIPDES Storm Water Pollution Prevention Program Annual Report to RI Department of Environmental Management.
- C. Schedule a public hearing on March 7, 2023 to consider and act upon repealing and replacing Chapter 126 of the Code of Ordinances entitled “Animals” sponsored by Councilman John J. Tassoni.
- D. Continue a public hearing to consider, discuss and act upon approving the renewal of an Intoxicating Beverage License, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

**INTOXICATING BEVERAGE LICENSE RENEWAL 2022-2023**

- 1. Copperfield’s Inc. d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road (approved for outdoor bar service)
- E. Conduct a public hearing to consider, discuss and act upon approving the renewal of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

**INTOXICATING BEVERAGE LICENSE RENEWALS 2022-2023**

**CLASS B-VICTUALLER BEVERAGE LICENSES**

- 1. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Bldg. C (approved for outdoor bar service)
- 2. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, 45 Cedar Swamp Road (approved for outdoor bar service)

**CLASS B-VICTUALLER LIMITED BEVERAGE LICENSE**

- 1. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1
- F. Conduct a public hearing to consider, discuss and act upon approving the renewal of the following one (1) Victualling Only License to include renewal

of the Extended Hours of Operation, as applied, subject to compliance with all State Regulations and local ordinances:

1. 7-Eleven #32614A d/b/a “7-Eleven #32614A”, 970 Douglas Pike to extend hours of operation to **24/7 hours.**

G. Continue a show cause hearing to consider the possible suspension, revocation, or other sanction regarding the Victualling Only Licenses on the following listed establishments due to non-compliance with the conditions of renewal:

1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road
2. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike

IX. Licenses:

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

1. Copperfield’s Inc., d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road
2. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Bldg. C
3. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, 45 Cedar Swamp Road

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

1. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, 45 Cedar Swamp Road

C. Consider, discuss and act upon approving the renewal of two (2) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Ivy and Lace Bake Shop, LLC d/b/a “The Ivy and Lace Bake Shop”, 546 Putnam Pike
2. Melissa Carbone d/b/a “Bree’s Deli”, 115 Pleasant View Avenue # 1

D. Consider, discuss and act upon approving a one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:

- Valentine’s Luncheon to be held on Tuesday, February 14, 2023 from 12:00 p.m. to 2:00 p.m.

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.m. to 2:00 p.m., as applied, subject to all State regulations and local ordinances.

- X. Old Business: None
- XI. New Business:
  - A. Consider, discuss, and act upon authorizing a Memorandum of Understanding with the Northern Rhode Island Forest School subject to review by the Town Solicitor.
  - B. Consider, discuss, and act upon authorizing the release of two hundred and four thousand dollars and zero cents (\$204,000) in fees-in-lieu-of funding to Gemini Housing Authority for development of a low-to-moderate income housing project.
  - C. Consider, discuss, and act upon a pole petition from RI Energy Co. to install new poles on Mowry Road.
  - D. Consider, discuss, and act upon a pole petition from RI Energy Co. to install one new pole on Log Road.
  - E. Consider, discuss, and act upon authorizing a contract with JMB Mechanical, utilizing RI Master Price Agreement #136, for the replacement of two (2) HVAC units at the Town Hall in an amount not to exceed fifteen thousand, seven hundred, fifty dollars and zero cents (\$15,750.00).
  - F. Consider, discuss, and act upon authorizing a contract with Robert H. Lord Co., utilizing the Sourcewell Purchasing Cooperative Contract #071819-PTA, for the purchase of athletic wall padding at the Gallagher Middle School gymnasium, in an amount not to exceed nineteen thousand, two hundred sixty-three dollars and zero cents (\$19,263.00).
  - G. Consider, discuss, and act upon authorizing a contract with Robert H. Lord Co., utilizing the Massachusetts Higher Education Consortium (MHEC) contract #MC11-C07, for the purchase of a retractable bleachers at the Gallagher Middle School gymnasium in an amount not to exceed sixty-three thousand, three hundred, twenty-five dollars and zero cents (\$63,325.00).
  - H. Consider, discuss, and act upon authorizing a contract with Scoreboard Enterprises Inc., utilizing the Massachusetts Higher Education Consortium (MHEC) contract #B14, for the purchase of a Daktronics scoreboard for the Gallagher Middle School gymnasium in an amount not to exceed fifteen thousand, seven hundred, fifty-nine dollars and zero cents (\$15,759.00).
  - I. Consider, discuss, and act upon authorizing a contract with Scholar Painting & Restoration, utilizing the RI Master Price Agreement #52, to paint the Gallagher Middle School gymnasium in an amount not to exceed ninety-six

thousand, seven hundred, seventy-five dollars and zero cents (\$96,775.00).

J. Consider, discuss, and act upon authorizing a contract with Aramsco, utilizing the RI Master Price Agreement #364, for floor repair and refinishing at the Gallagher Middle School gymnasium in an amount not to exceed twenty-seven thousand, four hundred, twenty dollars and zero cents (\$27,420.00).

K. Consider, discuss, and act upon authorizing a disability pension for a Public Works Department employee.

XII. Public Comment.

XIII. Adjournment.

**AGENDA POSTED: FRIDAY, FEBRUARY 3, 2023**

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

## MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

**Date: Tuesday, January 17, 2023**

**Place: Smithfield Town Hall**

**Time: 5:30 P.M.**

### **Present:**

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

Hague, Sahady & Co. Raquel Machado  
Hague, Sahady & Co. Josianne Araujo  
Hague, Sahady & Co. Taylor Mathews

Budget and Financial Review Board Chair Kate Zimmerman  
Budget and Financial Review Board Member Peter Lawrence  
Budget and Financial Review Board Member Samantha Kerwin

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### **A. Council President Lawton calls the Tuesday, January 17, 2023 Smithfield Town Council Work Session to order at 5:30 P.M.**

### **B. Presentation and discussion of draft Audit Report for Fiscal Year Ending June 30, 2022 with Hague, Sahady & Co., P.C.**

Ms. Machado states that she was the supervisor for the Town's audit. Ms. Machado further states that the audit begins with the Introductory Section which consists of the Transmittal Letter (which is a GFOA requirement), Organization Chart, List of Town Officials, and GFOA Certificate of Achievement from the prior year. Ms. Machado further states that the Town submitted their financial statements to the GFOA without any extensions, and it takes approximately six (6) to (8) months for the GFOA to review and respond with comments, observations or recommendations.

Ms. Machado reviews the Financial Statements which are broken down by the Independent Auditor's Report, Management Discussion and Analysis, basic financial statements, required supplementary information and other supplementary information.

Ms. Machado explains that there are two (2) reports that belong to the auditors: Independent Auditor's Report in which the auditor ensures that the financial reports represent fairly in all material respects and a report that discussions internal controls and compliance with regulations. Ms. Machado further explains that they have found an unmodified opinion and the Town received no findings for the fiscal year.

Below is a summary of the Fiscal Year Ending June 30, 2022:

#### **• *Independent Auditor's Report***

- Independent Auditor's Report will include an Unmodified Opinion, which indicates that the Statements are presented fairly in all material respects.
- Auditor's Report provides an opinion on the Governmental Activities, Business-Type Activities, Each Major Fund, and the Aggregate Remaining Fund information.

- A Fund is considered a Major Fund if the:
  - Total assets and deferred outflows, or liabilities and deferred inflows, or revenues, or expenditures/expenses of that individual fund are at least 10% of the corresponding total for that fund category. AND
  - Total asset and deferred outflows, or liabilities and deferred inflows, or revenues, or expenditures/expenses of that individual fund type are at least 5% of the corresponding total for that all governmental and enterprise funds combined.
- Major funds in FY2022 include General Fund, School Unrestricted and School Renovations Bond.
  
- **Management's Discussion and Analysis (MD&A)**
  - Serves as a narrative overview and analysis of the Town's Financial Activities for the Fiscal Year ending June 30, 2022.
  - Presents financial highlights in the Government-Wide Financials and the Fund Financials.
  
- **Government-Wide Financial Statements (pages 18-21)**
  - Utilize the full accrual basis of accounting.
  - Statement of Net Position
    - Reports all assets, deferred outflows, liabilities, deferred inflows with the net amount being reported as net position.
    - Presentation of the aggregate amount of assets, liabilities and outflows for the governmental activities and business-type activities.
    - Total net position for both governmental activities and business-type activities: (\$24,066,552)
    - Unrestricted Net Position — (\$84,631,608) for the Governmental Activities. Deficit position is primarily the result of the Town's unfunded pension and OPEB liabilities and the issuance of the General Obligations Bond
    - Unrestricted Net position - \$6,858,855 for the business-type activities
  - Statement of Activities
    - Reports the results of activities for fiscal year ending June 30, 2022.
    - Governmental Activities reported a deficit of (\$35,083,877) while Business-Type Activities reported a surplus of \$210,322.
    - Major changes for the governmental activities was the issuance of the GOB of \$41,821,042.
  - The information presented in the Statement of Activities does not utilize the same accounting recognition methods that the Town uses to prepare the budget. The Fund Level Statements will present the results in a manner consistent with the *Town's* budget practices.
  
- **Governmental Funds Exhibits (pages 22 -25)**
  - These exhibits focus on the current financial resources (modified accrual basis of accounting) and therefore include only current assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance.
  - Major Funds are broken out separately while the aggregate remaining funds are combined in one column, "Non-Major Governmental Funds." The details of the Non-Major governmental funds can be found in supplementary information, currently pages 155 to 187.
  - The Balance Sheet on page 22 presents a snapshot of the financial position of the Town of Smithfield at June 30, 2022.
  - Investments are valued at fair value (market value) while receivables are presented net of an estimated allowance for doubtful accounts.



- Allowance is an estimate prepared by management. Allowance is normally based on past experience and future expectation. An allowance is recorded for past due tax receivables, EMS rescue fees, etc.
- Unavailable tax and fee revenue represents the amount of receivables at year end which are not considered available and therefore not recognized as revenue at June 30, 2022. Taxes are considered available and recognized as revenue if they are collected within 60 days of the end of the fiscal year.
- Fund Balance is broken down into 4 categories:
  - General Fund — Non-Spendable Fund Balance of \$2,246,834 represents the amount of prepaid expenditures and amounts of receivables (including inter-fund receivables) which are not expected to be collected within one year:
  - Capital Lease Fund - \$1,819,695
    - Lease Receivable — \$240,815
      - New in current year due to GASB 87 Implementation
      - Greenville Public Library - \$161,171
  - General Fund — Committed Fund Balance of \$4,868,674 represents amounts committed for specific purposes per Town Council ordinance. At June 30, 2022 the combined fund balance consisted of:
    - Re-appropriation of balances to 2022 expenditures - \$2,799,123
      - Capital expenditure carryover - \$2,094,704
    - General Fund — Unassigned Fund Balance — This represents the amount of Fund Balance that is not committed, restricted, or assigned for other purposes. In accordance with the Town's Home Rule Charter, Fund Balance was to be maintained at 8% of the subsequent year's budget. In accordance with the Charter, any amount in excess of the applicable percentage is to be allocated 80% to Capital Reserve Fund and 20% to Land Trust Reserve Fund.
- Statement of Revenues, Expenditures, and Changes in Fund Balances (page 24) presents the results of operations for the fiscal year ended June 30, 2022.
- Net change (income or loss) in Fund Balances or fiscal 2022 in accordance with GAAP:
  - **General Fund** — (\$904,763), net loss.
  - **School Unrestricted Fund** — \$683,237, net gain.
  - **School Renovations Fund** — (\$8,479,872), net loss.
  - **Non-Major Governmental Fund** — (\$611,736), net loss.
- The details of the net decrease in fund balance for non-major governmental funds can be found on pages 155 to 187.

- Budgetary Basis for the Town's General Fund and School Unrestricted Fund (pages 122-129)
  - **Town's General Fund**
    - Page 122 — negative revenue variance before other financing sources of (\$91,909). Overall negative revenue and other financing sources variance of (\$189,322).
    - Page 125 — positive expenditure and other financing uses variance of \$201,728. This is after including RUB carryover balances of \$2,799,123 which are available for use in fiscal 2023.
    - Budgetary Basis surplus fiscal 2022 is \$12,406
    - Page 126 provides reconciliation from GAAP to budgetary basis.
  - **School's Unrestricted Fund**
    - Revenue surplus - \$51,342
    - Positive variance in expenditures - \$631,895
    - Budgetary Surplus for fiscal 2022 - \$683,236 (1.70% of the budget)
- **Enterprise Funds** (pages 26-29)
  - Page 26 — Statement of Net Position — reports all assets, deferred outflows, liabilities, deferred inflows, and net position utilizing full accrual basis of accounting.
  - Statement of Net Position presents a snapshot of these balances at June 30, 2022.
  - Restricted cash in Sewer Authority Fund represents the debt service reserve funds maintained by Wells Fargo in accordance with requirements of bond issuance.
  - All proprietary funds have positive Net Position at June 30, 2022.
  - Page 27 — Statement of Revenues, Expenses and Changes in Fund Net Position presents the results of operations for the fiscal year ended June 30, 2022.
    - **Sewer Authority** — Net loss of (\$535,073) for fiscal 2022 as compared to net loss of (\$295,352) for fiscal 2021. The change from fiscal 2021 is attributable to the additional \$213,819 which was transferred to the General Fund in accordance with the approved budget, along with an increase in operation expenses.
    - **Water Fund** — Net income of \$248,615 for fiscal 2022 versus \$531,795 for fiscal 2021. The change from fiscal 2021 is attributable to the additional \$232,584 which was transferred to the General Fund in accordance with the approved budget.
    - **Ice Rink** — Net income of \$32,889 for fiscal 2022 versus net loss of \$20,101 in 2021
    - School Lunch Program — Net gain in fiscal 2022 totaling \$463,891 versus net income of \$156,157 for fiscal 2021.
- **Fiduciary Funds (pages 30-31)**
  - Pension Trust Funds, OPEB Trust Fund, and Custodial Funds.
  - Measured utilizing full accrual basis of accounting
  - Investments are reported at fair value at June 30, 2022.
  - Police Pension Trust Net Position: \$12,657,618
  - Fire Pension Trust Net Position: \$28,669,759
  - OPEB Trust Fund Net Position: \$5,574,438
- **Required Supplementary Information (pages 122-154)**
  - General Fund Budgetary Comparison (pages 122-126)
  - School Unrestricted Fund Budgetary Comparison (pages 127-129)
  - Pension required exhibits — will continue to accumulate to include 10 years' worth of data. (pages 130-151)
  - OPEB required exhibits (page 152-154)

- **Other Supplementary Information and Other Exhibits (pages 155-199)**
  - Non-Major Governmental Funds (pages 155-187)
  - Custodial Funds (page 188)
  - Funds that comprise the Town's General Fund (**pages 189-190**)
  - Schedule of Property Taxes Receivable (pages 191-192)
  - Annual Supplemental Transparency Report (MTP2) (pages 193-199)
  - Statistical Section (pages 200-220)
  
- **Other Items for Discussion**
  - Auditing Standards define a material weakness of controls as a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is defined as a deficiency, or combination of deficiencies, in internal control that is less severe than a material misstatement, yet important enough to merit attention by those charged with governance.
  - At this time there are no reports of any material weaknesses or significant deficiencies.

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

Meeting adjourns at 6:20 p.m.

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Acting Town Clerk

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

**MINUTES OF SMITHFIELD TOWN COUNCIL MEETING**

**Date: Tuesday, January 17, 2023**

**Place: Smithfield Town Hall**

**Time: 6:30 P.M.**

**Present:**

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

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**I. President Lawton calls the Tuesday, January 17, 2023 Smithfield Town Council Meeting to order at 7:02 p.m.**

At 6:32 p.m., a motion was made by Member Kilduff, seconded by Member Tassoni, convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(1) Personnel; to interview Paul Izzo and Patty Maiorisi for possible appointment or reappointment to a Town board or commission.

At 7:00 p.m. a motion was made by Member Tassoni, seconded by Member Kilduff, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

President Lawton reconvened the Town Council regular meeting at 7:02 p.m. and reported that no votes were taken in executive session that are required to be reported pursuant to RIGL § 42-46-4.

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

**III. Salute to the flag.**

**IV. Emergency Evacuation and Health Notification**

**V. Presentations:** None

**VI. Consider, discuss and act upon nomination and election of Town Council Vice President.**

President Lawton states that nominations are in order for the position of Town Council Vice President.

Member Kilduff nominates Member Iannotti for the position of Town Council Vice President.

Acting Town Clerk Antonuccio takes a roll call.

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Town Council Meeting  
January 17, 2023

Member Kilduff votes for Member Iannotti  
Member Iannotti votes for Member Iannotti  
Member Toppi votes for Member Iannotti  
Member Tassoni votes nay  
President Lawton votes for Member Iannotti

Member Tassoni nominates Member Kilduff for the position of the Town Council Vice President.

Acting Town Clerk Antonuccio takes a roll call.

Member Kilduff votes nay for himself  
Member Iannotti votes nay for Member Kilduff  
Member Toppi votes nay for Member Kilduff  
Member Tassoni votes for Member Kilduff  
President Lawton votes for nay for Member Kilduff

**The motion to elect Member Kilduff to the position of Town Council President fails.**

Member Iannotti is elected to the position of Town Council President.

**VII. Minutes:**

- A. Move that the minutes of the January 3, 2023 open session meeting be approved as recorded.**

**Motion** is made by Tassoni, seconded by Member Kilduff, that the January 3, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

- A. Planning Board Solicitor reappointment with a term expiring in January of 2025.**

**Motion** is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby reappoints Bengtson & Jestings, LLP to be the Planning Board Solicitor for the term of January 2023 through January 2025. **Motion is approved by a unanimous 4/1 vote.** *Member Tassoni votes nay.*

- A. Tree Warden reappointment with a term expiring in December 2023.**

**Motion** is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby reappoints Edward Kutchmanich to be Tree Warden for a term expiring in December 2023. **Motion is approved by a unanimous 5/0 vote.**

- B. Budget and Financial Review Board appointment with a term expiring in January of 2025.**

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Angelica Bovis to the Budget and Financial Review Board for a term expiring January 2025. **Motion is approved by a unanimous 5/0.**

**C. Capital Committee appointments (2).**

**Motion** is made by Member Toppi, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Michael Iannotti and Sean Kilduff to the Capital Committee. **Motion is approved by a unanimous 5/0 vote.**

**D. Camp Shepard Subcommittee appointment.**

**Motion** is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Rachel Toppi to the Camp Shepard Subcommittee. **Motion is approved by a unanimous 5/0 vote.**

**E. Council Liaison appointment to the Land Trust.**

**Motion** is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council appoints Sean Kilduff as Council Liaison to the Land Trust. **Motion is approved by a unanimous 5/0 vote.**

**F. Council Liaison appointment to the Affordable Housing Advisory Board.**

**Motion** is made by Member Toppi, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Michael Iannotti as Council Liaison to the Affordable Housing Advisory Board. **Motion is approved by a unanimous 5/0 vote.**

**G. Council Liaison appointment to the Water Supply Board Advisory Commission.**

**Motion** is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Rachel Toppi as Council Liaison to the Water Supply Board Advisory Commission. **Motion is approved by a unanimous 5/0 vote.**

**H. Council Liaison to the Human Services Department.**

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints John Tassoni, Jr. as Council Liaison to the Human Services Department. **Motion is approved by a unanimous 5/0 vote.**

**V. Public Hearings:**

- A. Continue a public hearing to consider and act upon amendments to the Code of Ordinances to adopt Chapter 119 entitled “Prohibited Consumption of Cannabis on Town-Owned Property” co-sponsored by Councilman Michael P. Iannotti and Councilwoman Rachel S. Toppi.**

President Lawton declares the public hearing open.

Member Kilduff states that Gloria Nerney submitted testimony via paper for the record.

Gloria Nerney of 48 Terrace Drive explains that the testimony she has submitted was turned in to a prior council a while back and consists of research that was completed by the National Institutes of Health. Ms. Nerney feels that any further consideration should be prefaced by the scientific knowledge and personal impact statements of its risks of use. Ms. Nerney states not only the risks of the user, but the unwilling breathers of contaminated air by nonsmokers.

Ms. Nerney asks the council to consider expanding the code to include smoke that invades private property other than the smoker's property. Ms. Nerney states that this is a problem in her community as the smoke enters via the windows at night, even when shut.

Ms. Nerney urges the council to read the studies which indicate this is an issue in many communities. Ms. Nerney states that whatever law is proposed, should be as specific and extensive to allow the courts the necessary language to protect the rights, health, and wellbeing of the Town's residents.

Vice President Iannotti states that since the last meeting revisions were made to the resolution, specifically, the site under Rhode Island General Laws 21.28.11-16(b), which is more accurate. Vice President Iannotti further states this allows the Town to impose restrictions on the smoking/vaporizing of cannabis products in public places.

Vice President Iannotti also states that under Public Place the ordinance stated "any place to which the public or a substantial group of persons has access and/or view will be removed because it was thought to be too vague.

Vice President Iannotti explains that as part of Parks, "trails and conservation areas, athletic fields and their seating areas" will be added.

Vice President Iannotti further explains that under Penalties the "not more than" language was added for the first offense and "not more than" for each subsequent offense.

Vice President Iannotti explains that "Subsection E" was added and states that "notwithstanding any of the provisions herein, shall there be a conflict with any provisions of the Rhode Island General Laws governing the regulation of the consumption of cannabis, the provision of the State law shall control", and this ordinance shall take effect thirty (30) days after its adoption.

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

President Lawton questions why Subsection E was added if Section A authorizes it. Solicitor Gallone explains this was added should a conflict arise. Solicitor Gallone reminds the members that state law supersedes local law.



**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes amendments to the Code of Ordinances to adopt Chapter 119 entitled “Prohibited Consumption of Cannabis on Town-Owned Property. **Motion is approved by a unanimous 5/0 vote.**

**B. Conduct a public hearing to consider and act upon amendments to the Code of Ordinances to amend Chapter 118 entitled “Alcoholic Beverages”, Article II “Licenses”, Section 118-2 “Number of Licenses”.**

President Lawton declares the public hearing open.

Angelica Bovis of 65 Esmond Street asks if this ordinance amendment would bring the number of licenses from five (5) to four (4). Solicitor Gallone explains that this ordinance would increase the number of liquor licenses that are available to restaurants, and with more restaurants opening additional licenses will be needed.

Acting Town Clerk Antonuccio states that this ordinance would increase the current amount of Liquor Licenses by five (5).

President Lawton questions what a Full-Privilege Liquor License is. Acting Town Clerk Antonuccio explains that a Full Privilege Liquor License allows an establishment to serve all types/varieties of alcohol rather than just beer/wine.

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

**Motion** is made by Member Tassoni, seconded Member Kilduff, that the Smithfield Town Council hereby authorizes a Liquor License Ordinance Amendment to Chapter 118: Alcoholic Beverages, Article II Licenses, § 118-2, Number of Licenses. **Motion is approved by a unanimous 5/0 vote.**

**C. Schedule a public hearing on February 21, 2023 to consider and act upon adopting amendments to the Zoning Ordinance and Map.**

Vice President Iannotti states that these amendments cover a great deal of different areas of zoning, and he would need some of the information explained, specifically the open space. Vice President Iannotti would like a plat and lot added to the open space protection because some of the land is owned by the Town.

Vice President Iannotti further states that he would like to have an additional parcel for the open space amendment, and with the solar, he would like the Planning Board to consider whether the Town should allow the large projects in residential areas.

Vice President Iannotti further states that he would like to have an additional parcel for the open space amendment, and with the solar, he would like the Planning Board to consider whether the Town should allow the large projects in residential areas.

Vice President Iannotti also states that the state requires that towns look at the effects these projects have on neighborhoods. Vice President Iannotti explains that the ordinance that is adopted has to be consistent with the Comprehensive Plan.

President Lawton suggests breaking down the amendments that need to comply with state law.

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council refer the proposed amendments back to the Planning Board to address any issues before a public hearing is scheduled. **Motion is approved by a unanimous 5/0 vote.**

- D. Continue a public hearing from December 20, 2022 to consider, discuss and act upon approving the of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

#### **INTOXICATING BEVERAGE LICENSE RENEWALS 2022-2023**

##### **CLASS B-VICTUALLER BEVERAGE LICENSES**

1. Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", 9 Cedar Swamp Road (approved for outdoor bar service)

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council continue the public hearing to February 7, 2023. **Motion is approved by a unanimous 5/0 vote.**

- E. Conduct a public hearing to consider, discuss, and act upon approving the renewal of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

#### **INTOXICATING BEVERAGE LICENSE RENEWALS 2022-2023**

1. TMG Trap North, d/b/a "The Trap North Brew Pub & Grille", 10 Smith Avenue (approved for outdoor bar service)

President Lawton declares the public hearing open.

Acting Town Clerk states that this license is in order for approval.

Hearing no comments, President Lawton closes the public hearing.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the annual renewal of the following Intoxicating Beverage License, as listed, as applied, subject to compliance with all state regulations, local ordinances, and a Certificate of Good Standing from the RI Division of Taxation.

1. TMG Trap North, d/b/a “The Trap North Brew Pub & Grille”, 10 Smith Avenue (approved for outdoor bar service)

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

- F. Conduct a Show Cause Hearing on Tuesday, January 17, 2023 to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Liquor Licenses due to non-renewal or non-compliance with the conditions of renewal:**
  1. **DLA, LLC d/b/a “Parma Ristorante”, 266 Putnam Pike, Unit 1 (Failure to produce a Certificate of Good Standing, a copy of TIP Cards and outstanding tangible taxes)**
  2. **Rebel Alliance Group, LLC d/b/a “Bistecca Chop House”, 332 Farnum Pike (Failure to obtain a Certificate of Good Standing, copy of TIP Cards, copy of food license, copy of the Retail Sales Permit and outstanding tangible taxes)**
  3. **Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C (Failure to produce a Certificate of Good Standing)**
  4. **Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, (Failure to pay outstanding tangible taxes)**
  5. **Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1 (Failure to produce a copy of the Retail Sales Permit, copy of the food license and a copy of the TIP Cards)**

President Lawton declares the public hearing open.

1. DLA, LLC d/b/a “Parma Ristorante”, 266 Putnam Pike, Unit 1 (Failure to produce a Certificate of Good Standing, a copy of TIP Cards and outstanding tangible taxes)

Acting Town Clerk Antonuccio states that this establishment has not yet received their Certificate of Good Standing. David Ashworth, the owner of “Parma Ristorante” explains that he submitted the last of his “financial duties” to the state this afternoon and was told by the Division of Taxation that he should be clear by tomorrow.

Mr. Ashworth states that in the past the council has been lenient, especially during COVID, and he understands that they need to start “knuckling down” on these situations. Mr. Ashworth assures the members that he will clear with the state within the next couple of days.

President Lawton asks the members if they would like to continue this matter to February 7, 2023.

Member Tassoni suggests taking a vote, and if he does not comply, he does not comply.

Town Manager Rossi explains that if Mr. Ashworth does not comply, then the Town has no course to bring him back before the council.

Member Tassoni again suggests taking vote, and if he does not comply, his license will be suspended. Solicitor Gallone reminds the members that his license will not be renewed as it is expired.

Mr. Ashworth states that if the council votes to give a specific timeframe to clear with the state, they must do the same thing with the other establishments. Mr. Ashworth further states that the council needs to plan accordingly.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that if “Parma Ristorante” fails to receive their Certificate of Good Standing by Friday, January 20, 2023 at 12:00 p.m., the license is suspended. **Motion is approved by a unanimous 5/0 vote.**

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

2. Rebel Alliance Group, LLC d/b/a “Bistecca Chop House”, 332 Farnum Pike (Failure to obtain a Certificate of Good Standing, copy of TIP Cards, copy of food license, copy of the Retail Sales Permit and outstanding tangible taxes)

Leonard Mello the owner of “Bisecca Chop House” explains that his restaurant is still not ready to open, however, they hope to open within a few months. Mr. Mello further explains that he purchased another restaurant in Burriville which consumed most of his time. Mr. Mello also explains that he has submitted the necessary paperwork to the Division of Taxation, which consists of “zeros” because they are not opened.

Member Toppi questions why it is taking so long for him to open. Mr. Mello explains that he was intending to open sooner, however, COVID happened and his other restaurants became busy. Mr. Mello further explains that both the outside and inside are finished, and while staffing is an issue, he does have employees but needs to make time to get them there. Mr. Mello feels that he is 90% ready, and he would like the license to remain valid.

Acting Town Clerk Antonuccio explains that Mr. Mello still needs his Certificate of Good Standing and Food Business License. Acting Town Clerk Antonuccio further explains that the Food Business License will be generated when they receive their final inspection from the Health Department.

Member Tassoni asks what the Clerk’s recommendation is. Acting Town Clerk Antonuccio explains that the council could suspend this license, and when he is ready to open, he could appear before the council when he is ready to open. Acting Town Clerk Antonuccio further explains if Mr. Mello is close to getting his Certificate of Good Standing, she will know this week, and his license will then be advertised for renewal.

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

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

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that if “Bistecca Chop House” fails to receive their Certificate of Good Standing by Friday, January 20, 2023 at 12:00 p.m., the license is suspended. **Motion is approved by a unanimous 5/0 vote.**

3. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C (Failure to produce a Certificate of Good Standing)

Acting Town Clerk Antonuccio states that this establishment has received their Certificate of Good Standing, and will be placed on the February 7, 2023 agenda for renewal.

No action is taken on this license.

4. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, (Failure to pay outstanding tangible taxes)

Acting Town Clerk Antonuccio states that the tangible taxes have been paid and this establishment will be placed on the February 7, 2023 agenda for renewal.

5. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1 (Failure to produce a copy of the Retail Sales Permit, copy of the food license and a copy of the TIP Cards)

Acting Town Clerk Antonuccio states that this establishment has submitted the remainder of their outstanding paperwork and will be placed on the February 7, 2023 agenda for renewal.

**G. Conduct a Show Cause Hearing on Tuesday, January 17, 2023 to consider, discuss and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only Licenses, due to non-renewal or non-compliance with the conditions of renewal:**

1. Ivy and Lace Bake Shop, LLC d/b/a “The Ivy and Lace Bakeshop”, 546 Putnam Pike
2. JPC Pizza, Inc. d/b/a “Ronzio Pizza”, 1150 Douglas Pike
3. Jason Marino d/b/a “Juice Bar & Co.”, 266 Putnam Pike
4. Melissa Carbone d/b/a “Bree’s Deli”, 115 Pleasant View Avenue #1
5. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road
6. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike

President Lawton declares the public hearing open.

1. Ivy and Lace Bake Shop, LLC d/b/a “The Ivy and Lace Bakeshop”, 546 Putnam Pike

Acting Town Clerk Antonuccio states that this establishment has supplied all of the necessary paperwork and will be placed on the February 7, 2023 agenda for renewal.

2. JPC Pizza, Inc. d/b/a “Ronzio Pizza”, 1150 Douglas Pike

Acting Town Clerk Antonuccio states that the Clerk’s Office has not received any paperwork from this establishment.

Member Toppi questions how many times they have been notified that they have not submitted their paperwork. Acting Town Clerk Antonuccio explains that first, second, and third reminders are sent out and there are calls/emails sent as well, and there has been no response.

Member Toppi questions if the Clerk’s Office has the correct contact information. Acting Town Clerk Antonuccio states that she is unaware of any ownership change or that the contact information is incorrect.

President Lawton questions the process to get the license reinstated. Acting Town Clerk Antonuccio explains that they would have to reapply.

Solicitor Gallone states that the letters were never returned to the Clerk’s Office. Town Manager Rossi states that whoever the summons was served to would be documented by the police.

Acting Town Clerk Antonuccio states that the information should be documented.

President Lawton feels that everyone has different circumstances, and he would hate to close a local business.

Member Toppi feels because the contact information is not 100% sure, she does not feel the license should be suspended.

Acting Town Clerk Antonuccio further states that she will get the summons information for the council.

Member Kilduff states that what bothers him is the fact that there are numerous businesses that are abiding by the rules.

President Lawton questions if this establishment closes during winter break. Acting Town Clerk Antonuccio states she does not know if they close during school break, however, not all students leave campus.

**Motion** is made by Member Kilduff, seconded by Member Iannotti, that the Smithfield Town Council not renew this license. **Motion is approved by a 4/2 vote. Member Toppi votes nay and President Lawton votes nay.**

3. Jason Marino d/b/a “Juice Bar & Co.”, 266 Putnam Pike

Jason Marion of 12 Greenview Street Cumberland explains that his establishment will close at the end of the month because he owes money to the state, Town, and vendors.

The members offer their apologies to Mr. Marino.

**No action is taken on this license.**

4. Melissa Carbone d/b/a “Bree’s Deli”, 115 Pleasant View Avenue #1

Acting Town Clerk Antonuccio states that Ms. Carbone has submitted the necessary paperwork and will be placed on the agenda for renewal on February 7, 2023.

5. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road

Justine Votta, the owner of “The Level 10 Nutrition Club” explains that she contacted the Division of Taxation because she is in need of her Retail Sales Permit and was told that although she paid/filed on time, she was missing necessary paperwork that they required. Ms. Votta further explains that this “slipped through the cracks” while she was changing bookkeepers. Ms. Votta also explains that she did file what they needed on Friday, and was told it would take seventy-two (72) businesses days to receive the Retail Permit.

Ms. Votta states that she will contact them to ensure the paperwork was processed.

Member Tassoni suggests giving Ms. Votta until 12:00 p.m. on Friday to comply. Ms. Votta states that she did not request a Letter of Good Standing. Acting Town Clerk Antonuccio explains that a Letter of Good Standing is not required for an establishment that does not serve alcohol.

Acting Town Clerk Antonuccio suggests asking the Division of Taxation to email her the Retail Permit when it is ready. Ms. Votta states that she will ask if the Retail Permit could be emailed to her.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council continue this matter to February 7, 2023. **Motion is approved by a unanimous 5/0 vote.**

6. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike

Acting Town Clerk Antonuccio explains that she helped Mr. Sevigny this afternoon by reprinting the renewal application, however, he still has not submitted his Retail Sales Permit.

Robert Sevigny, the owner of “Smithfield Fitness” explains that his wife is the manager, and due to the lack of staffing, she is pulled in many different directions.

Mr. Sevigny further explains that he did file for his Retail Sales Permit online and the payment was accepted, however, they are missing paperwork from 2019, the permit cannot be released. Mr. Sevigny also explains that he is required to have a bond in place should they were to ever close, and his wife was focused on that.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council continue this matter to February 7, 2023. **Motion is approved by a unanimous 5/0 vote.**

**VI. Licenses:**

**A. Consider, discuss and act upon approving the renewal of two (2) Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:**

- 1. TMG Trap North d/b/a “The Trap North Brew Pub & Grille”, 10 Smith Avenue**
- 2. Copperfield’s Inc. d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road**

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

1. TMG Trap North d/b/a “The Trap North Brew Pub & Grille”, 10 Smith Avenue.

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

2. Copperfield’s Inc. d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road

**Motion** is made by Member Iannotti, seconded by Member Toppi, that the Smithfield Town Council continue this matter to February 7, 2023. **Motion is approved by a unanimous 5/0 vote.**

**B. Consider, discuss and act upon approving the renewal of two (2) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:**

- 1. TMG Trap North d/b/a “The Trap North Brew Pub & Grille”, 10 Smith Avenue**
- 2. Copperfield’s Inc. d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road**



1. TMG Trap North d/b/a “The Trap North Brew Pub & Grille”, 10 Smith Avenue

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

2. **Copperfield’s Inc. d/b/a “Copperfield’s Bar & Grill”, 9 Cedar Swamp Road**

**Motion** is made by Member Iannotti, seconded by Member Kilduff, that the Smithfield Council continue this matter to February 7, 2023. **Motion is approved by a unanimous 5/0 vote.**

**C. Consider, discuss and act upon approving a one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:**

- **New Year’s Party to be held on Thursday, January 19, 2023 from 12:00 p.m. to 3:00 p.m.**

**The party 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 applied, subject to all State regulations and local ordinances.**

**Motion** is made by Member Tassoni, seconded by Member Toppi that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

- **New Year’s Party to be held on Thursday, January 19, 2023 from 12:00 p.m. to 3:00 p.m.**

The party 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 applied, subject to all State regulations and local ordinances.

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

**D. Consider, discuss and act upon approving the renewal of three (3) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:**

1. **DK Convenience, LLC d/b/a “DK Convenience”, 200 Pleasant View Avenue, Unit 3**
2. **Fresh Pita, LLC d/b/a “Fresh Pita”, 777 Putnam Pike**
3. **J’s Delicatessen, Inc. d/b/a “J’s Delicatessen”, 285 George Washington Highway**

**Motion** is made by Member Tassoni, seconded by Member Iannotti, that the Smithfield Town Council approve the annual renewal of three (3) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. DK Convenience, LLC d/b/a “DK Convenience”, 200 Pleasant View Avenue, Unit 3
2. Fresh Pita, LLC d/b/a “Fresh Pita”, 777 Putnam Pike
3. J’s Delicatessen, Inc. d/b/a “J’s Delicatessen”, 285 George Washington Highway

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

**VII. Old Business:**

- A. Consider, discuss, and act upon adoption of a resolution to replace a resolution dated September 7, 2021 establishing the Camp Shepard Subcommittee sponsored by Councilman Michael P. Iannotti.**

Vice President Iannotti explains that this resolution will amend the original resolution establishing the Camp Shepard Subcommittee by adding a member of the Historic Preservation Commission, a member of the Land Trust, and a member of the Conservation Commission.

President Lawton questions if the Tree Warden should be included. Town Manager Rossi explains that conversations have taken place with the Land Trust about bringing in other experts, and the Tree Warden will be invited to be a part of it, however, do to the size and magnitude additional assistance is needed.

**Motion** is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby adopts a resolution to replace a resolution dated September 7, 2021 establishing the Camp Shepard Subcommittee. **Motion is approved by a unanimous 5/0 vote.**

**VIII. New Business:**

- A. Consider, discuss, and act upon the acceptance of the Audit Report for Fiscal Year Ending June 30, 2022 prepared by Hague, Sahady & Co., P.C**

Town Manager Rossi explains that after having the work session with representatives from Hague, Sahady and the Budget and Financial Review Board, each of the sections of the audit were reviewed. Town Manager Rossi further explains that the audit has been submitted on time, with no modified opinion or recommendations, therefore, the Town is looking for the council to accept the audit so that it may be sent to the financial institutions and rating agencies.

**Motion** is made by Member Tassoni, seconded by Member Iannotti, that the Smithfield Town Council accepts the audited financial statements for the Fiscal Year ended June 30, 2022 from the audit firm of Hague, Sahady & Co., P.C. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon a resolution authorizing the purchase of a new rescue truck through the Smithfield Capital Lease Fund.**

Fire Chief Robert Seltzer explains that this truck was approved by the council in July 2022. Chief Seltzer further explains that this purchase is a two-year build, and the price continued to increase, therefore, the Town locked in on a price.

Chief Seltzer also explains that typically an internal leasing fund to purchase these vehicles, and at the time a resolution was not completed for that purpose for this vehicle. Chief Seltzer states that the attached resolution is to include this purchase in the internal leasing program.

Vice President Iannotti questions how much the lease payments are. Chief Seltzer states that the payments are spread out over five (5) years, and it is budgeted into the capital for those five (5) years. Chief Seltzer further states that the money comes from the EMS Billing Account.

Town Manager Rossi explains that putting this through the Capital Lease Fund allows for the Rescue Fund to build back up to make the payments. Town Manager Rossi further explains that the payment is approximately \$68,424 coming from the third party billing.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, to approve the resolution that the 2023 Ford Superduty F550 Wheeled Coach Ambulance be financed through the Town of Smithfield's Capital Lease Fund. **Motion is approved by a unanimous 5/0 vote.**

**C. Consider, discuss, and act upon authorizing the sale of the Fire Department's 2010 Pierce Ladder Truck.**

Chief Seltzer explains that this vehicle needed to be put out of service due to significant frame rail corrosion and the ladder could not be certified. Chief Seltzer further explains that after having reviewed the replacement/repair value, it was determined it was not worth fixing. Chief Seltzer also explains that a used ladder truck was purchased and a new one is on order.

Chief Seltzer states that the Fire Department used GovDeals.com for their surplus equipment, and he is looking for a minimum acceptance of \$25,000. Chief Seltzer further states once a sale is placed on the site it is expected to process in a short period of time.

Member Tassoni questions if this is the same type of program the police department uses when trading in their vehicles and receive \$2,500, when they could receive more money by using it as a trade in.

Chief Seltzer explains he tried to trade in the vehicle and he also contacted re-sellers, however, because the ladder cannot be certified they were not interested; it is not worth their while.

Chief Seltzer further explains that when the department can, they have traded in vehicles, but on GoveDeals.com the department has made out better. Chief Seltzer also explains that the expected time of delivery for this ladder truck is spring 2024.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, to authorize the sale of the 2010 Pierce Ladder Truck on GovDeal.com for a price not less than \$25,000. **Motion is approved by a unanimous 5/0 vote.**

**D. Consider, discuss, and act upon approving tax abatements in the amount of twelve thousand, five hundred and eight dollars, and forty-three cents (\$12,508.43).**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the tax abatements in the amount of \$12,508.43. **Motion is approved by a unanimous 5/0.**

**XIII. Public Comment.**

Edward DeMayo of 75 Whipple Road questions if the lease program for the ladder truck takes into consideration additional miles like a car lease. Town Manager Rossi explains that this is a “self-lease” which allows the Town to pay for it over multiple years.

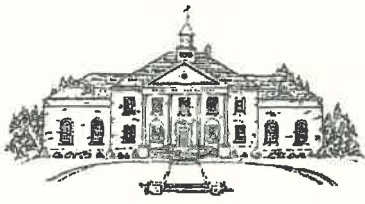
**XIV. Adjournment.**

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

Meeting adjourns at 8:15 p.m.

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Acting Town Clerk



# Town of Smithfield

*Smithfield Sewer Authority*

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

*J. Kevin McNelis, Chairman*

*Ernest E. Powers, Vice Chairman*

*Louis Catarina, Secretary*

February 1, 2023

## MEMORANDUM

TO: Smithfield Town Council

FROM:   
J. Kevin McNelis, Chairman  
Smithfield Sewer Authority

RE: **Sewer Authority Annual Sewer Billing  
Consideration of Quarterly Billing Structure  
Scheduling of Public Hearing**

Honorable Town Council;

Enclosed please find a recommendation for authorization to amend the ordinance pertaining to the imposition of annual sewer user charges to enable quarterly sewer use payments to the Town of Smithfield.

Said method of payments is expected to reduce non-payment incidences and allow for ease of sewer payments throughout the fiscal year.

At this time the Sewer Authority requests the Town Council's consideration for the proposed sewer use ordinance amendments to chapter 294-16, Imposition of annual sewer usage charge, as drafted.

*Moved: The Smithfield Town Council hereby approves the proposed amendments to the Code of Ordinances Chapter 294 entitled "Sewers", Section 16-Imposition of Annual Sewer Use Charges to include quarterly sewer use billing.*

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

Enclosures: *Draft Ordinance Amendment Art. III Sec. 294-16  
Public Hearing Advertisement Notice  
Town Engineer memorandum to Sewer Authority*

## Article III

Section 1. Section 294-16 of the Town of Smithfield Code of Ordinances in Chapter 294 entitled "Sewers" is hereby amended as follows.

**§ 294-16 Imposition of annual sewer user charge.**

An annual sewer user charge will be imposed upon every person whose premises are served by the sanitary sewer system of the Town for the purpose of defraying costs of operation and maintenance of the publicly owned facilities. The method used for charges will be based upon a unit charge. A unit is equal to 200 gallons per day. Every person incurring a sewer use charge shall have the option to pay said charge in full upon the issuance of the bill or alternatively in four quarterly installments due in September, December, March, and June.

Section 2. This ordinance amendment shall take effect thirty (30) days after its adoption.

# TOWN OF SMITHFIELD NOTICE OF PUBLIC HEARING

Public Hearing Date:

Tuesday, February 7, 2023

Time:

7:00 p.m.

Place:

Smithfield Town Hall, 64 Farnum Pike, 2nd Floor

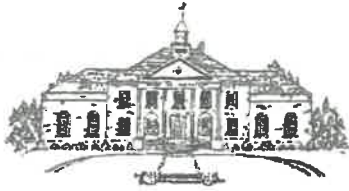
## *Proposed Amendment to the Code of Ordinances, to Chapter 294 entitled "Sewers", Section 16-Imposition of Annual Sewer User Charge*

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

To view the full text of the proposed amendment to the Code of Ordinances, *Chapter 294 entitled "Sewers", Section 16-Imposition of Annual Sewer User Charge* please visit the office of the Smithfield Town Clerk's Office during normal business hours (8:30 a.m. to 4:30 p.m.) or visit the Town's Web Site at: [www.smithfieldri.com](http://www.smithfieldri.com).

By order of the Town Council:

Lyn Antonuccio, MPA, CMC  
Acting Town Clerk



# Town of Smithfield

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

 **FILE COPY**


*J. Kevin McNelis, Chairman*

*Ernest E. Powers, Vice Chairman*

*Louis Catarina, Secretary*

December 20, 2022

## MEMORANDUM

TO: Smithfield Town Council  
FROM:   
J. Kevin McNelis, Chairman  
Smithfield Sewer Authority

Town Council Motion - 1/3/2023  
Motion: J. Tassoni  
Second: R. Toppi  
Vote: 5-0

RE: **Sewer Authority Annual Sewer Billing  
Consideration of Quarterly Billing Structure  
Scheduling of Public Hearing**

Honorable Town Council;

Enclosed please find a recommendation for authorization to amend the ordinance pertaining to the imposition of annual sewer user charges to enable quarterly sewer use payments to the Town of Smithfield.

Said method of payments is expected to reduce non-payment incidences and allow for ease of sewer payments throughout the fiscal year.

At this time the Sewer Authority requests the Town Council consider scheduling of a public hearing for the proposed sewer use ordinance amendments to chapter 294-16, Imposition of annual sewer usage charge, as drafted.

*Moved: The Smithfield Town Council hereby schedules a public hearing on February 7, 2023 to consider and act upon amendments to the Code of Ordinances to amend Chapter 294 entitled "Sewers", Section 16-Imposition of Annual Sewer Use Charges.*

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

Enclosures: *Draft Ordinance Amendment Art. III Sec. 294-16  
Town Engineer memorandum to Sewer Authority*





# Town of Smithfield

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

 **FILE COPY**

*J. Kevin McNelis, Chairman*

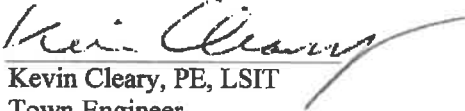
*Ernest E. Powers, Vice Chairman*

*Louis Catarina, Secretary*

December 7, 2022

## MEMORANDUM

TO: Smithfield Sewer Authority

FROM:   
Kevin Cleary, PE, LSIT  
Town Engineer

Sewer Authority - 12/14/2022

Motion: Ernest Powers

Second: Louis Catarina

Vote: 3-0

RE: **Sewer Authority Annual Sewer Billing  
Consideration of Quarterly Billing Structure**

Dear Sewer Authority Members;

A recommendation has recently been put forth by the Councilman John Tassoni for the Sewer Authority to consider amendments to the annual sewer use billing to setup and allow for quarterly payments by the sewer fund rate payers.

The annual sewer use bill sent out by the Finance Department can be issued in such a way, similar to that of the property tax billing, for quarterly payments by the users to pay sewer usage charges over the course of the fiscal year. This proposed method of revenue into the sewer fund does however eliminate the front load method of financing the annual operation, maintenance and capital costs associated with the fund that the revenue is used for, but is realistic as sewer fund expenses typically occur throughout the fiscal year. The proposed method of payment also enables a manageable payment structure for the users throughout the fiscal year which is expected to reduce the number of non-payment activity that occurs with collections.

*Moved: The Smithfield Sewer Authority hereby recommends the Smithfield Town Council consider and act upon authorization of a quarterly sewer payment structure for annual sewer usage billing starting in FY2024.*

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



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917  
Telephone: (401) 233-1041 – Fax: (401) 233-1091

## ENGINEERING DEPARTMENT

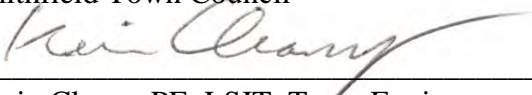
Kevin Cleary, PE, LSIT  
Town Engineer

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January 23, 2023

## MEMORANDUM

**TO:** Smithfield Town Council

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

**RE:** *RIPDES Small MS4 Annual Report, Year 19  
Request for a Public Hearing on March 7, 2023*

Honorable Town Council:

### SUBJECT:

Request that a public hearing be scheduled on March 7, 2023 for comments on the Year Nineteen (19) RIPDES Small MS4 Annual Report, in the event that twenty-five (25) or more people express interest or have comments about the report.

### BACKGROUND:

The Storm Water Phase II RIPDES Regulations became effective on March 10, 2003 and an annual report is due on March 10th each year thereafter. The Phase II regulated communities are required to reduce the discharge of pollutants from their storm sewer system to the “maximum extent practicable” to protect water quality. Regulated communities have developed and implemented a Stormwater Management Program Plan (SWMPP) that consists of Best Management Practices (BMPs) for six minimum control measures. These six minimum control measures consist of the following:

1. **Public Education and Outreach**, which is the distributing of educational materials and performing outreach to inform the public about water quality impacts of polluted stormwater runoff.
2. **Public Involvement / Participation**, which is providing opportunities for the public to participate in program development and implementation, including effectively publicizing hearings, workshops and encouraging citizen participation in the monitoring of potential pollution and illicit discharges.
3. **Illicit Discharge Detection and Elimination**, which is developing and implementing a plan to detect and eliminate illicit discharges to the storm sewer system, including map development of the storm drainage system and informing the public about hazards associated with illegal discharges and improper waste disposal.

4. **Construction Site Stormwater Runoff Controls**, which is developing, implementing and enforcing an erosion and sediment control program for construction activities that disturb more than 1 acre of land.
5. **Post-construction Stormwater Management**, which is developing, implementing and enforcing a program to address discharges of post-construction stormwater runoff from new development and re-development areas through the use of non-structural BMPs.
6. **Pollution Prevention/Good Housekeeping for Municipal Operations**, which is developing and implementing a program to reduce and prevent non-point source pollutant loadings from municipal operations, including training of municipal staff on pollution prevention measures (i.e., street sweeping, reduction in use of street salt and annual catch basin cleaning to name a few).

### **FINANCIAL IMPACT:**

The annual report is a cumbersome report to complete and many municipalities contract this task out to consultants. Smithfield Engineering Department has prepared these reports for the last sixteen years.

The cost of completing the requirements imposed by RIDEM and EPA for the Phase II Storm Water Mandate increases each year, as additional requirements are introduced and services are further expanded.

Currently, the Smithfield Engineering Department has \$30,000 budgeted in the FY23 Operations Budget to meet the mandated of the Phase II Stormwater Permit. These funds are used for a variety of stormwater related tasks such as stormwater sampling & testing, permit amendments, drain line CCTV & cleaning, educational material and future planning of pollution control best management practices.

### **BENEFITS & ACHIEVEMENTS:**

The RIPDES Phase II Stormwater Management Program Plan requires annual succession of stormwater rules, regulations, inspections and maintenance.

These are a few benefits and achievements the Town has gained during Year Nineteen (19):

- The Engineering Department continuously updates mapping of Town owned and maintained drainage assets in the GIS inventory. DPW & Engineering can effectively schedule inspections and maintenance of all the stormwater collection systems. In addition, this information has been edited is available for publicly use on the Town's website as an online GIS map tool.
- During the mapping of the Town's drainage system, a comprehensive inspection was completed for each drainage outfall structure and associated pipe connections. The following are some of the benefits from this task:
  - Unknown and clogged drainage systems were further identified, cleaned and brought back to proper operation, ending long standing drainage problems town wide in many areas.
  - Identification, inspection and logging of RIDOT and town outfalls.
  - Identification of interconnections of the drainage systems between Town, State and private properties with some suspect connections being monitored for illicit discharges.
  - Some structures found to be in hazardous condition were rebuilt by DPW crews.
- Drainage outfalls and stormwater management areas are inspected annually. Drainage outfalls within the identified TMDL area are inspected twice a year, once each during the high and low water table periods. Water samples from each outfall within the TMDL areas of the Woonasquatucket River were taken, then collected and tested for possible illicit discharges into the Town's stormwater collection system.

- Overall improvement in water quality of local streams, ponds, lakes and rivers within Smithfield through the implementation of an organized approach to managing stormwater to promote environmental stewardship through best management practices, education and maintenance programs.

### **PUBLIC NOTICE**

In accordance with the Phase II Storm Water Regulations for the Year Nineteen (19) RIPDES MS4 Annual Report, the Town of Smithfield will place advertisements in the local newspaper notifying the public that the report is available for review and comment. If the Town of Smithfield receives a request from twenty-five (25) or more people, a governmental agency, a subdivision or an association having no less than twenty-five (25) members on or before 4:00 PM, Friday, March 3, 2023 a public hearing will be required at the March 7<sup>th</sup> Town Council meeting.

### **MOTION**

*Move that the Smithfield Town Council schedule a public hearing at the March 7, 2023 Town Council meeting to address and finalize any comments on the RIPDES small MS4 Annual Report for Year 19. If no public comment is submitted, as outlined above, a public hearing is not required.*

Cc: Randy R. Rossi, MBA, CGFM, Town Manager  
Gene Allen, Director of Public Works

Enclosures: Draft Public Hearing Notice 2023

**TOWN OF SMITHFIELD  
PUBLIC NOTICE OF PUBLIC HEARING  
DRAFT RIPDES PHASE II STORMWATER ANNUAL REPORT**

A draft Phase II Stormwater Annual Report, prepared in accordance with the Rhode Island Pollution Discharge Elimination System (RIPDES) program general permit for facilities operated by regulated small municipal separate storm sewer systems (MS4s), will be available for review at the Town Engineer's Office and on the Town's website starting February 17, 2023. A copy of the Stormwater Management Program Plan (SWMPP) will also be available for review at the Town Engineer's Office.

RIPDES Permit No.: RIR040034

Copies of the Phase II Stormwater Year Nineteen (19) Annual Report may be obtained at no cost by visiting the Town's website at [smithfieldri.com/engineer](http://smithfieldri.com/engineer) and follow the links for the 2022 RIPDES Small MS4 Annual Report.

For any questions, contact:

Engineering Department  
Town of Smithfield  
64 Farnum Pike  
Smithfield, RI 02917

Telephone Number: (401) 233-1041

The administrative record containing all documents is on file and may be inspected by appointment at the Town Engineer's Office mentioned above between 8:30 a.m. and 4:00 p.m., Monday through Friday, except holidays. **Should public comments be received, in writing on or before 4:00 p.m. March 3, 2023, a public hearing will be scheduled for the March 7, 2023 Town Council meeting at 7:00 p.m. in the Smithfield Town Hall.**

**Recommended Motion:**

That the Smithfield Town Council hereby schedules a public hearing on March 7, 2023 to consider and act upon repealing and replacing Chapter 126 of the Code of Ordinances entitled “Animals” sponsored by Councilman John J. Tassoni.

## **Chapter 126 Animals**

### **Article I General Provisions**

#### **§ 126-1 Definitions.**

As used in this Chapter the following terms mean:

#### **ABANDONMENT**

The relinquishment of all right, title, claim, or relinquishment of possession of an animal with the intention of not reclaiming it or resuming its ownership or possession.

#### **ADEQUATE FOOD**

The provision at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a sanitized receptacle, dish, or container.

#### **ADEQUATE SHELTER**

Access a structure that is the proper size for the dog, impervious to moisture, has protection from the direct rays of the sun, and has a wind break at the entrance. This includes but is not limited to a dog house, barn, garage, shed or other structure sufficient to protect the animal from wind, rain, snow, or sun that has adequate bedding to protect against cold and dampness.

#### **ADEQUATE WATER**

A constant access to a supply of clean, fresh, potable water provided in a sanitary manner.

#### **ADOPT**

When an adopting party voluntarily acquires and assumes responsibility for a dog or a cat from the animal shelter.

#### **ADOPTING PARTY**

Any person who enters into a contract acquiring a dog or cat from the animal shelter.

#### **AGGRESSIVE DOG**

- (1) Any dog which makes (or poses) a threat of harmful behavior directed at a person or domestic animal. This includes, but is not limited to, such behavior as snarling, growling, snapping, nipping biting, and lunging.
- (2) Any dog which is deemed to be a potential threat to public safety, due to aggressive behavior observed by the animal control officer.

#### **AMBIENT TEMPERATURE**

The temperature surrounding the animal.

#### **ATTENDANT**

A person 16 years or older who brings a dog to the dog park. Such person is expected to be competent and knowledgeable relative to the behavior of, and have control over, said dog(s) at all times while at or inside the outdoor facility.

#### **ATTRACTANT**

Any substance which could reasonably be expected to attract, or does attract, coyotes or other non-domesticated animals, including, but not limited to, garbage, food products, pet food, carcasses, feed, grain.

#### **ANIMAL CONTROL OFFICER or ANIMAL CONTROL WARDEN**

Any person employed, contracted, or appointed by the Town of Smithfield for the purpose of aiding in the enforcement of this article or any law or ordinance relating to the licensing of dogs, control of dogs, or seizure and impoundment of dogs and includes any state or municipal peace officer, animal control officer, animal control warden whose duties in whole or in part include assignments which involve the seizure or taking into custody of any dog.

### **ANIMAL SHELTER**

Any premises designated by action of the Town Council for the purpose of impounding and caring for animals found running at large in violation of this article.

### **AT LARGE**

Any animal shall be deemed to be at large when off the property of its owner and not under leash control of a competent person.

### **BREEDER**

A person engaged in the propagation of purebred or crossbred dogs and/or cats for the purpose of improving and enhancing a breed recognized and registered by the American Kennel Club, American Field Stud Book, or other breed or kennel club, or a registered cat breed association, or for sale at wholesale or retail, unless otherwise exempted as a hobby breeder as defined below.

### **EXPOSED TO RABIES**

An animal has been exposed to rabies within the meaning of this article if it has been bitten by, or been exposed to, any animal known to have been infected with rabies.

### **DISABILITY**

Has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990," 42 U.S.C. Sec. 12101 et seq., as amended.

### **DOG PARK**

An enclosed-fence facility designated by the Town of Smithfield for the purpose of allowing dogs, under the control of their owner or attendant, to exercise and socialize off-leash.

### **FEEDING**

- (1) To give food to, or the act of giving sustenance or nourishment to,
- (2) The leaving of food of any kind where it is accessible to coyotes or other non-domesticated animals.

### **FOOD**

Any nutritious substance that animals eat or drink in order to maintain life and growth, for the context of article VI, all substances consumed by humans or animals for nourishment except grass and other vegetation, growing crops, and food that is canned or stored in sealed or closable containers

### **HOBBY BREEDER**

Those persons whose regular occupation is not the breeding and raising of dogs or cats and whose method of sale is at retail only. A hobby breeder shall not exceed selling 20 dogs or cats, or three litters, whichever is greater, in a single calendar year. Any person who sells at retail a number in excess of these limits or who sells any number of pets commercially shall be considered a breeder.

### **KENNEL**

Any person, group of persons, or corporation engaged in the commercial business of breeding, buying, selling, or boarding dogs, or other animals commonly referred to as domesticated pets.

### **MEMBERSHIP CARD**

A membership card is necessary for entry and use of the Smithfield Dog Park. The membership card can



be obtain through the Town Clerk's Office.

**MINIMUM CARE**

Care sufficient to preserve the health and well-being of an animal and, except for emergency circumstances beyond the reasonable control of the owner and/or guardian, includes, but is not limited to, the requirements set forth in section § 126-16 .

**MINIMUM VETERINARY CARE**

Veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect, or disease.

**NEUTER**

To surgically render a male dog or cat unable to reproduce.

**OWNER**

Any person, group of persons, or corporation owning, keeping or harboring a dog or dogs, or other animal or animals.

**PROVOCATION**

The act of provoking. Something that provokes, especially by inciting, instigating, angering, or irritating.

**RESTRAINT**

A dog is under restraint within the meaning of this article when such dog is restrained, and controlled by a leash; and/or within a vehicle being driven or parked on the streets, or within the property limits of its owner or keeper.

**SERVICE DOG**

Has the same meaning as set forth in the implementing regulations of Title II and Title III of the federal "Americans with Disabilities Act of 1990," 42 U.S.C. Sec. 12101 et seq.

**SEXUAL MATURITY**

When a female dog or cat reaches six months of age and when a male dog or cat reaches eight months of age; in all instances the releasing agency will determine the age of the dog or cat.

**SPAY**

To surgically render a female dog or cat unable to reproduce.

**VISUAL CONTROL**

The attendant can see the dog(s) and is within 75 feet of the dog(s) at all times, while at the dog park.

**VOICE CONTROL**

The attendant is within 75 feet of the dog(s), is able to control and recall the dog(s) at all times, and is not allowing the dog(s) to fight with other dogs. A dog under voice control must immediately come to the attendant when so commanded, while at the dog park.

**§ 126-2 Livestock at large.**

No horses, cows, sheep, swine, goats, fowl or other such animals shall go at large, loose, unfastened or alone, in any public highway, street, lane or byway, or on the land of any other person than the owner of such animals.

**§ 126-3 Permitted disposal of dead animals.**

The owner or person in charge of any horse, ox, mule, cow, sheep, dog or other large animal which shall die, shall, within 24 hours from the time the owner or person in charge of said animal shall learn of the death of said animal, bury the carcass of said animal in such manner that every part thereof shall be at least three feet

beneath the natural surface of the earth, or shall within said 24 hours remove said carcass from the Town, or cause the same to be removed from the Town.

**§ 126-4 Prohibited disposal of dead animals.**

No person shall throw, place, put, leave or cause to be thrown, placed, put or left, the carcass, or any part thereof, of any dead animal, in any pond, stream, brook, river, lake or other body of water within the Town.

**§ 126-5 Confinement of certain dogs and other animals.**

- A. The owner shall confine within a building or secure enclosure, every fierce, dangerous, or vicious dog, and shall not take such dog out of such building or secure enclosure unless such dog is leashed and securely muzzled.
- B. Every female dog or other animal in season shall be kept confined in a building or secure enclosure, or in a veterinary hospital or boarding kennel, in such a manner that such female dog (or other animal) cannot come in contact with another dog or animal, except for intentional breeding purposes.
- C. Any animal described in Subsections **A** and **B** above, found at large, shall be impounded by the Animal Control Warden and may not be reclaimed by its owner, unless such reclamation be authorized by any court having jurisdiction.
- D. Any dog or other animal, the first time it is impounded for being in violation of this article, may be reclaimed as provided in § **126-22A** above, but may not be reclaimed when impounded on second or subsequent occasion unless such reclamation is authorized by court having jurisdiction in the matter.
- E. When in the judgment of the Animal Control Warden, or any police officer in this Town, an animal should be destroyed for humane reasons, such animal may not be reclaimed. Humane reasons, in this case, shall be construed to mean animals severely injured or ill due to accident or mistreatment, or where it has been established by repeated violations of this article that the owner or owners have not properly cared for the animal.
- F. No wild animal may be kept within the Town limits, except under such conditions as shall be fixed by the Animal Control Warden; provided, however, that wild animals may be kept for exhibition purposes by circuses, zoos, and educational institutions, in accordance with such regulations as shall be established by the Animal Control Warden. Any wild animal which escapes and is found at large and is a threat to humans or other animals, may be destroyed by the Animal Control Warden or any police officer of this Town, or captured and returned to its owner, or to the SPCA.

**§ 126-6 Cruelty to animals.**

A. Mistreatment of animals.

- (1) All animals shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any animal to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any animal of adequate food and water, necessary medical attention, proper shelter, protection from the weather or humanely clean conditions.
- (2) Adequate food, water and shelter shall be provided as follows:
  - i. All animals shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff suitable for the age and species of the animal and sufficient to maintain a healthful level of nutrition.

- ii. All animals shall have access to a constant supply of clean, fresh water.
  - iii. All animals shall be provided with adequate shelter from the weather and humanely clean conditions at all times.
- (3) Medical care. It shall be unlawful for any person in contact with or having knowledge of a sick, diseased or injured animal to fail or refuse to provide proper medical treatment for the animal or notify the animal control officer of the condition.
- B. Cruel treatment. It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any animal to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal. Examples of cruel treatment include, but are not limited to, the following:
  - (1) Allowing a collar, rope or chain to become embedded in or cause injury to an animal's neck.
  - (2) Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised.
  - (3) Allowing a dog, cat or other domesticated pet to be left outside in inclement weather or extreme temperatures without adequate shelter.
  - (4) Intentionally allowing animals to engage in a fight.
  - (5) Allowing animals to live in unsanitary conditions.
  - (6) Allowing animals to live in crowded conditions.
  - (7) Failure or refusal to obtain medical treatment for an animal when, in an animal control officer's opinion, such treatment is needed.
  - (8) Using lethal force against an animal, either on or off the owner's property, unless the animal is in the act of attacking and causing severe injury to a human being or any other domestic animal.
- C. Impoundment. It shall be the duty of the chief of police, the animal control officer(s), any police officer, or their designees to seize and impound, subject to the provisions of this chapter, all animals that have been subjected to cruel treatment as defined herein whether such animal shall be in the immediate custody of its owner or otherwise. The animal control officer shall provide for suitable care, including medical care, as he/she deems necessary. Any animal impounded under the provisions of this section may not be reclaimed unless such reclamation is authorized by the animal control officer.
- D. Penalties.
  - (1) Animal or animals owned or harbored by persons found in violation of this section shall be surrendered to the animal control officer; and/or
  - (2) Any person violating the provisions of this section shall be cited to appear before the Smithfield Municipal Court and be subject to fines as follows:
    - i. First offense: A fine of not less than \$100.00 nor more than \$500.00
    - ii. Second offense: A fine of not less than \$200.00 nor more than \$500.00
    - iii. Third offense: A fine not in excess of \$500.00, in accordance with section § 60-8 of the ordinances of the Town of Smithfield.

- (3) Any person violating the provisions of this section shall reimburse the Town of Smithfield for expenses incurred in providing care required by this section.

§ 126-7 **Traveling circuses**

- A. It shall be unlawful for any person or organization to conduct, sponsor, walk, exhibit, or operate a traveling show or circus that includes live wild or exotic animals on any public or private land within the town.
- B. This section shall not apply to domestic animals including, but not limited to, dogs, cats, horses, donkeys, and farm animals.
- C. This section shall not apply to educational exhibits.
- D. Violations of this section shall result in a fine not less than \$50.00, and not more than \$500.00, per animal. Each day the violation continues shall constitute a separate and additional violation.

§ 126-8 **Nuisance abatement.**

- A. The keeping or harboring of any dog, other animal or fowl, whether licensed or not, which by howling, yelping, barking or other noise disturbs or annoys without provocation, a surrounding neighbor is unlawful and is hereby declared to be a public nuisance; and each day shall constitute a separate offense.
  - B. It shall be unlawful to allow or permit any animal to trespass on private or public property so as to damage or destroy any property or thing of value. The trespassing of any animal on private or public property is hereby declared to be a nuisance. The owner of any such animal convicted of violating this provision may be punished by payment of the following fine:
  - C. Whenever it shall be affirmed in writing by one or more persons having separate residences or who are regularly employed in the neighborhood that any animal is a nuisance by reason of trespassing, howling, barking or other noise, damaging property, being vicious or by its actions potentially vicious, or in any other manner causing undue annoyance, without provocation, the animal control officer, if he finds such nuisance to exist, shall serve verbal or written notice upon the owner or custodian that such nuisance must be abated.
  - D. If a dog growls, snaps at, runs after any person, runs after or chases any bicycles, motor vehicles, motorcycles, or any other vehicle being driven, the owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$50 plus applicable court costs.
  - E. If a dog alone, in a pack, or in a park with other pets, bites or preys upon game animals, domestic animals, fowl, or human beings, the dog's owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$100 plus applicable court costs
  - F. It shall be unlawful to allow or permit any animal to deposit feces on private or public property other than the property of the animal owner without immediately removing same. Any person that shall allow or permit any animal to deposit feces, without immediately removing same, on private or public property shall be punished by a fine of not less than \$50.00 for the first offense; not less than \$75.00 for the second offense; and not less than \$125.00 for the third and subsequent offense.
- (1) **Means of removal.** The owner or custodian must carry on their person some means of feces removal when walking a dog off of the owner's property or on common property, whether it be a "pooper-scooper," plastic bag, latex or other type of glove, etc. Failure to carry means of

removal will be considered the same as violating section **§126-6F** and penalties will be pursuant to section **§126-6F**.

(2) **Enforcement.** Any resident who witnesses a violation of the above section on their property or on a public sidewalk adjacent to their property may file a complaint with town animal control, providing all information necessary for a warning or citation to issue to the violator and promising to be available to testify in court should the complaint result in a citation being issued. The violator may receive a warning upon the first complaint. Upon the filing of a second or subsequent complaint against the same violator, a citation shall be issued, service of which shall be deemed sufficient if mailed to the last known address of the violator. For the purposes of penalties, it shall be deemed a first offense when the first citation was issued.

(3) **Failure to appear.** Should any witness to a violation in this chapter who makes promise to testify in court for citation to be issued, who does not appear in court for the court date issued, in addition to any other penalties for failure to appear, shall be punished by a fine of \$50.00.

G. It shall be unlawful to allow or permit any animal upon those public areas designated as sport playing, practice fields, or venues. Any violations shall be punished by a fine of **Warning** for the first offense; not less than **\$50.00** for the second offense; and not less than **\$100.00** for the third and subsequent offense.

#### § 126-9 **Enforcement of chapter.**

The provisions of this chapter shall be enforced by the Animal Control Warden of the Town of Smithfield and any police officer of the Town.

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

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

#### § 126-11 **Interference with officer prohibited.**

No person shall interfere with, hinder or molest the Animal Control Warden or any police officer of this Town in the performance of duties, or seek to release any animal in the custody of the Animal Control Warden or any police officer, except as provided in this article.

#### § 126-12 **Records of animal control officer.**

- A. it shall be the duty of the Animal Control Warden to keep or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into custody.
- B. It shall be the duty of the Animal Control Warden to keep, or cause to be kept, accurate and detailed records of all animal bite cases reported and the investigation of the same.

#### §126-13 **Violations and penalties.**

A. Except as otherwise provided in this chapter any person convicted of violating any provision of this chapter may be punished by payment of the following fine schedules:

(1) First offense \$50.00

(2) Second offense within a year \$75.00

- (3) Third offense within a year \$125.00 impoundment of animal mandatory court summons
- (4) Fourth offense within a year \$200.00 impoundment of animal, mandatory court summons

B. Harboring an unlicensed dog

- (1) First offense within a year \$50.00
- (2) Second offense within a year \$100.00, impoundment plus microchip of animal
- (3) Third offense within a year \$200.00, impoundment plus microchip at owner's expense

C. Harboring an un-vaccinated animal

- (1) First offense within a year \$100.00
- (2) Second offense within a year \$200.00, impoundment of animal, mandatory vaccination at owner's expense
- (3) Third offense within a year \$300.00, impoundment of animal, mandatory vaccination at owner's expense

D. All fines can be paid by mail within fifteen (15) days to the clerk of the municipal court, or if not paid within a fifteen-day period, a court summons is to be issued in the municipal court.

§ 126-14 **Mandatory spaying and neutering of dogs and cats adopted from animal shelter.**

A. Release of animal.

- (1) The animal shelter shall not release, sell, trade, give away, exchange, adopt out, or otherwise transfer with or without a fee any dog or cat that has not been spayed or neutered unless the adopting party executes a written agreement with the animal shelter and/or the Animal Control Warden to have the dog or cat spayed or neutered within 30 days of the adoption date or within 30 days from the date that the dog or cat reaches sexual maturity with the cost of such spaying or neutering to be the responsibility of the adopting party. The written agreement must include the dog or cat's age, sex and general description; the date of adoption and the date by which the dog or cat must be spayed or neutered; the adopting party's name, address, phone number, and signature; the animal shelter's name, address, phone number, and the dollar amount of the cost to reimburse the town for previous spay and neuter or to have the animal spayed or neutered.
- (2) Alternatively, the animal shelter shall make appropriate arrangements for the spaying or neutering of the dog or cat by a licensed veterinarian and have the surgery completed before releasing the dog or cat to the adopting party.

B. Exemptions.

- (1) The following are exemptions from the provisions of Subsection A:
- (2) The animal shelter returns a stray dog or cat to its owner;
- (3) The animal shelter receives a written report from a licensed veterinarian stating that the life of the dog or cat would be jeopardized by the surgery and that such health condition is likely to be

permanent;

- (4) The animal shelter receives a written report from a licensed veterinarian stating that there is a temporary health condition, including sexual immaturity, which would make surgery life threatening to the dog or cat or impracticable, in which instance the animal shelter shall grant the adopting party an appropriate extension of time in which to have the dog or cat spayed or neutered based on the veterinarian's report.
- (5) The exemptions provided in Subsection A(1)(b) and (c) above shall only be applicable if the animal shelter receives said written report from a licensed veterinarian within the thirty-day period during which the spaying or neutering would otherwise be required, or in the case of a report contemplated by Subsection A(1)(b) above, said report may be provided to the animal shelter during any temporary extension period provided by Subsection A(1)(c) above if the health condition of the dog or cat has changed.
- (6) If requested to do so, the animal shelter shall refund deposited funds to the adopting party upon reasonable proof being presented to the animal shelter by the adopting party that the dog or cat died before the expiration of the period during which the spaying or neutering was required to be completed.

**§ 126-15 Forfeited adoption fees.**

Adoption fees required by § **126-14** which are unused after 60 days from the date of adoption or 60 days from when the dog or cat reaches sexual maturity, whichever is later, or which any animal is returned to the animal shelter for any reason after 15 days, will be forfeited by the adopting party and retained by the animal shelter and shall be used for the following purposes:

- A. A public education program to prevent overpopulation in dogs and cats;
- B. A program to spay and neuter dogs and cats that are available for adoption by the animal shelter;
- C. A follow-up program to assure that dogs and cats adopted from the animal shelter are spayed or neutered; and
- D. To defray additional costs incurred by the animal shelter in complying with § **126-14**.

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

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

ordinances or for programs to reduce the population of unwanted stray dogs and cats in the municipality, including humane education programs or programs for the spaying or neutering of dogs or cats.

**§ 126-17 Giving false information — Filing false report.**

Every person who shall knowingly make or cause to be made a false statement, either oral or written, with intent that it be relied upon by animal control, including information giving regarding animal ownership, shall be deemed guilty of obstructing or hindering an officer and shall be punished by a fine of \$200.00.

**§ 126-18 Minimum care of animals.**

- A. An owner or guardian of any animal must provide daily proper nourishment and access to adequate water at a drinkable temperature, quality and quantity as required by the species, breed, size, and age of the said animal, which will allow and foster normal growth and maintenance of body weight.
- B. An owner or guardian of any animal must maintain a sanitary environment, which is dry and free of accumulated feces, and free of debris and garbage that may clutter the environment so as not to inhibit comfortable rest, normal posture and range of movement or pose a danger to or entangle an animal, this set by the industry standard for the environmental health scale as set forth in the most recently adopted version of the Tufts animal care and conditions scale (TACC).
- C. An owner or guardian of any animal must maintain said animal's health with minimum veterinary care, and a healthy physical condition as set by the industry standard for the body condition scale, and physical care scale as set forth in the most recently adopted version of the Tufts animal care and conditions scale (TACC).

**§ 126-19 Abandonment of animals.**

If any person having possession and/or control of an animal abandons that animal on a street, road, highway or in a public place or on private property or from a motor vehicle, or in a dwelling or any other building or structure, in addition to any other lawful penalties, he or she shall pay a fine of \$200.00.

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

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

**§ 126-21 Wild/exotic animals.**

Importing and/or possession of certain wild/exotic animals, as defined by the Rhode Island DEM Rules and Regulations Regarding Wild Animal Importation and Possession, are subject to permitting in accordance with rules and regulations promulgated by the Department of Environmental Management (DEM).



The owner of any such wild/exotic animal that is found in the town and which has not been permitted by DEM shall be subject to a penalty of \$500.00, and confiscation as required by DEM.

**§ 126-22 Animal confinement in motor vehicles prohibited—Transporting animals.**

- A. No owner or person shall confine any animal in a motor vehicle in such a manner that places the animal in a life or health threatening situation by exposure to prolonged period of extreme heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of an animal, an animal control officer or law enforcement officer who has probable cause to believe that this section is being violated shall have authority to enter such motor vehicle by any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible.
- B. A law enforcement officer or animal control officer may take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death. Nothing in this section shall prevent a law enforcement officer or animal control officer from removing an animal from a motor vehicle if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal. It shall be the determination of the Animal Control Officer or police officer on scene if a violation has occurred and if extraction of said animal is required by any means necessary. Determination shall be made by simple observation or with the use of a thermometer.
- C. A law enforcement officer or animal control officer who removes an animal in accordance with this section shall, in a secure and conspicuous location or within the motor vehicle, leave written notice bearing the officer's or agent's name and office and the address of the location where the animal may be claimed. The owner may claim the animal only after payment of all charges that have accrued for the maintenance, care, medical treatment, and impoundment of the animal.
- D. A law enforcement officer or animal control officer who removes an animal from a motor vehicle pursuant to this section is immune from criminal or civil liability that might otherwise result from the removal.
- E. Any animal control officer may issue the person(s) in violation of this section a fine of \$100.00 for a first violation, \$200.00 and seizure of the animal for a second violation, and \$400.00 and the seizure of the animal for the third violation. Second and subsequent violations of this section may be considered a violation of R.I.G.L. § 4-1-2.
- F. It shall be unlawful for any person to transport any animal or animals either for business or pleasure on or in an open-air motor vehicle unless the animal, or animals, being transported:
  - (1) Is kept in an enclosed area of the motor vehicle;
  - (2) The animal or animals are under the physical control of a person other than the operator of the motor vehicle; or
  - (3) The animal or animals are placed in the motor vehicle and safely restrained by a harness manufactured for the purpose of restraining animals by means other than neck restraints.
  - (4) Any person violating the provisions of this subsection shall be punished by a fine of not

more than \$50.00 for a first offense, nor more than \$200.00 for each subsequent offense.  
(R.I.G.L. § 31-22-28)

§ 126-23 **Exemptions.**

- A. Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this article, except where expressly stated.
- B. The licensing and vaccination requirements of this article shall not apply to any dog belonging to a nonresident of the Town and kept within the Town for not longer than 30 days, provided such dog shall at all times while in the Town be kept within a building, enclosure or vehicle, or be under leash restraint by the owner.

Article III  
**Piggery**

§ 126-24 **Prohibition.**

It shall be unlawful for any person to establish a piggery of any kind (that is, any place used for the keeping or slaughtering of pigs) in the Town, except as provided in § 126-23.

§ 126-25 **Exception.**

Section 126-24 shall not apply to the raising of no more than two pigs in a Farming F Zone to be used as show animals or for fairs and other similar exhibitions.

Article III  
**Dogs**

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

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

§ 126-27 **Restraint.**

The owner shall keep their dog under restraint at all times and shall not permit such dog to be at large, off the premises or property of the owner, unless such dog is under leash and under control.

§ 126-28 **Impoundment.**

- A. Any dog found running at large shall be taken up by the Animal Control Warden and impounded in the animal shelter there confined in a humane manner for a period of not less than seven days, and will thereafter be disposed of in a humane manner if not claimed by its owner. Dogs not claimed by owners before the expiration of seven days, may be disposed of at the discretion of the Animal Control Warden except as hereinafter provided in the cases of certain dogs.
- B. The Animal Control Warden may transfer title of any dog held at the animal shelter to the Society

for the Prevention of Cruelty to Animals after the legal seven-day detention period has expired and such dog has not been claimed by its owner.

- C. When a dog is found running at large, and its ownership is known to the Animal Control Warden, such dog need not be impounded, but such officer may cite the owner of such dog to appear in court to answer to charges of violation of this article.
- D. Immediately upon impounding a dog, the Animal Control Warden shall make every possible reasonable effort to notify the owner of such dog so impounded, and inform such owner of the conditions whereby custody of such dog may be regained.
- E. Any animal, other than a dog, found running at large within the Town limits may be impounded or disposed of according to law when such action is required either to protect the animal or to protect the residents of the Town. The provisions of this section apply as well to any animal other than dogs, but to include dogs.

**§ 126-29 Redemption of impounded dogs.**

- A. The owner shall be entitled to regain possession of any impounded dog, except as hereinafter provided in the cases of certain dogs, upon the payment of impoundment fees set forth herein. (Proof of ownership might include a license receipt, affidavits of neighbors, a photograph, etc.)
- B. Any other animal impounded under the provisions of this article may be reclaimed by the owner upon the payment of impoundment fees set forth herein.
- C. Any dog or other animal impounded under the provisions of this article, and not reclaimed by its owner within seven days, may be humanely destroyed by the Animal Control Warden, have its title transferred to the Society for the Prevention of Cruelty to Animals as provided in § **126-28B** above, or placed in the custody of some person deemed to be a responsible and suitable owner, who will agree to comply with the provisions of this article and such other regulations as shall be fixed by the Town. Provided, however, that if the animal is one as to which the respective rights of the owner and the person in possession or custody are determined by state law, such law shall be complied with.

**§ 126-30 Impoundment fees.**

Any animal impounded hereunder may be reclaimed as herein provided upon payment by the owner to the Animal Control Warden or mail-in fine of the sum of \$20.00 for first offense; \$30.00 for the second offense; and \$50.00 for the third offense, and the additional sum of \$3.00 for each full day such animal has been kept in the animal shelter. Impoundment fees set forth and such additional sums as herein provided for keeping animals shall be collected by the Animal Control Warden and turned over to the Treasurer of the Town.

**§ 126-31 Temporary licenses.**

The Animal Control Warden is hereby authorized to issue temporary licenses for dogs owned or kept in the Town.

**§ 126-32 Permanent license and registration.**

Every owner or keeper of a dog shall annually in the month of April cause that dog to be licensed from the first day of the ensuing May in the office of the Town Clerk or The Town Animal Shelter; and shall pay to the Town Clerk or Animal Control Officer for a license so issued \$8.00, and all licenses issued under this provision shall be valid during the then current year; provided that any person who shall become the owner or keeper of a pet shall cause the same to be licensed as aforesaid within 30 days after he or she becomes the owner or keeper; provided, further, that no license shall be issued under this section unless the pet has been inoculated against rabies for the period during which said license would be valid.

**§ 126-33 Additional license fee; collection and disposition.**

In addition to the fee otherwise required by law for the issuance of a dog license, there shall be an additional charge of \$3.00 for each such license. Said \$2.00 fee shall be retained by the Town Treasurer in a separate account which shall be expended at the direction of the Town Council for the enforcement of laws pertaining to animals. The Town is required to collect a one-dollar (\$1.00) surcharge on each dog license issued by the municipality. The revenue generated by this surcharge shall be deposited in the town's spay/neuter account to fund low-cost spay/neuter programs.

**§ 126-34 Registration of aggressive dogs required**

- A. Any person having custody, ownership or control of an aggressive dog as defined in this article must register said dog with the town on a form provided by the town.
- B. Said form shall require the following information:
  - (1) Name, address and telephone number of the dog's owner;
  - (2) The address where said dog is harbored, if different from the owner's address; and
  - (3) Dog sex, color, rabies certificate, tag number and other distinguishing characteristics of the dog.
- C. No such dog shall be licensed for any licensing period, unless the owner or keeper of such dog shall meet the requirements set forth by the animal control officer.
- D. Any person having custody, ownership or control of a vicious dog as defined in this article must register said dog with the town on a form provided by the town.
- E. Said form shall require the following information:
  - (1) Name, address and telephone number of the dog's owner;
  - (2) The address where said dog is harbored, if different from the owner's address; and
  - (3) Dog sex, color, rabies certificate, tag number and other distinguishing characteristics of the dog.
- F. No such dog shall be licensed for any licensing period unless the owner or keeper of such shall meet the requirements set forth by the animal control officer, and the restrictions pursuant to R.I.G.L. § 4-13.1.

**§ 126-35 Care of dogs**

- A. It shall be a violation of this section for an owner or keeper to:
  - (1) Keep any dog on a permanent tether that restricts movement of the tethered dog to an area less than 113 square feet, or less than a six-foot radius at ground level.
  - (2) Tether a dog with a choke-type collar, head collar, or prong-type collar. The weight of any chain or tether shall not exceed one-eighth of the dog's total body weight.
  - (3) Keep any dog tethered for more than ten hours during a twenty-four-hour period or keep any

dog confined in an area or primary enclosure for more than 14 hours during any twenty-four-hour period, and more than ten hours during a twenty-four-hour period, if the area is not greater than that which is required under the most recently adopted version of the department of environmental management's rules and regulations governing animal care facilities.

- (4) Tether a dog anytime from the hours of 10:00 p.m. to 6:00 a.m., except for a maximum of 15 minutes.
  - (5) Keep any dog outside, either tethered or otherwise confined, when the ambient temperature is beyond the industry standard for the weather safety scale as set forth in the most recent adopted version of the Tufts Animal Care and Condition Weather Safety Scale (TACC).
  - (6) No person shall allow a dog to be kept outside tethered, penned, caged, fenced, or otherwise confined for more than 30 minutes without access to adequate shelter or adequate water for use by such dog.
- B. It shall be a violation of this section for an owner or keeper to fail to provide a dog with adequate feed, adequate water, or minimum veterinary care as those terms are defined in section § 126-1.
- C. Exposing any dog to adverse weather conditions strictly for the purpose of conditioning shall be prohibited.
- D. The provisions of this section, as they relate to the duration and timeframe of tethering or confinement, shall not apply:
- (1) If the tethering or confinement is authorized for medical reasons in writing by a veterinarian licensed in Rhode Island, the authorization is renewed annually, and shelter is provided;
  - (2) If tethering or confinement is authorized in writing by an animal control officer, or duly sworn police officer assigned to the animal control division, for the purposes, including, but not limited to, hunting dogs, dogs protecting livestock, and sled dogs. Written authorization must be renewed annually. The written authorization issued by an animal control officer or duly sworn police officer assigned to the animal control division in the political subdivision of the state where the dogs are kept shall be considered valid in every other political subdivision of the state. The written authorization issued by an animal control officer or duly sworn police officer assigned to the animal control division in the political subdivision of the state where the dogs are kept is revocable by that animal control officer or police officer if there are any conditions present that warrant revocation. The conditions include, but are not limited to, changes in the number or type of dogs, changes in the facility structure or safety, and changes in the health of the dog;
  - (3) To any entity licensed by the state pursuant to Chapter 19 of Title 4 of the Rhode Island General Laws, or any veterinary facility; or
  - (4) To an exhibitor holding a class C license under the Animal Welfare Act (7 U.S.C. § 2133) that are temporarily in the state, if authorized by the department of environmental management (DEM);
- E. Any person in violation of this section shall be fined in accordance with section § 126-18. Each day of violation shall constitute a separate offense.
- F. General agents or special agents of the Rhode Island Society for the Prevention of Cruelty to

Animals (RISPCA) are hereby authorized to enforce the provisions of this chapter in cooperation with animal control officers and the department of environmental management (DEM).

## Article IV Rabies Control

### § 126-36 Quarantine procedure

- A. Every animal which bites a person shall be promptly reported to the Animal Control Warden, shall thereupon be securely quarantined at the direction of the Animal Control Warden for a period of 14 days, and shall not be released from such quarantine except by written permission of the Animal Control Warden. At the discretion of the Animal Control Warden, such quarantine may be on the premises of the owner, at the Town animal shelter, or (at the owner's option and expense) in an approved veterinary hospital of choice. In the case of stray animals, or in the case of animals whose ownership is not known, such quarantine shall be at a shelter designated by the Animal Control Officer.
- B. The animal owner, upon demand by the Animal Control Officer, shall forthwith surrender any animal which has bitten a human, or which is suspected as having been exposed to rabies, for supervised quarantine, the expense of which shall be borne by the owner. Said animal may be reclaimed by the owner if it is adjudged free of rabies, and upon payment of fees set forth in § 126-30.
- C. When rabies has been diagnosed in an animal under quarantine, or rabies suspected by a licensed veterinarian, and the animal dies while under such observation, the Animal Control Warden shall immediately send the head of such animal to the State Health Department for a pathological examination and shall notify the proper public Health Officer of reports of human contacts and the diagnosis.
- D. When one or both reports indicate a positive diagnosis of rabies, the Animal Control Warden shall recommend an area-wide quarantine for a period of 90 days, and upon invoking of such emergency quarantine, no animal shall be taken into the streets, or permitted to be in the streets, during such period of quarantine. During such quarantine, no animal may be taken or shipped from the Town without written permission of the Animal Control Warden. During this quarantine period, and as long afterward as necessary to prevent the spread of rabies, the Health Officer shall require all dogs, three months of age and older, to be vaccinated against rabies with a canine rabies vaccine approved by the Biologics Control Section of US Department of Agriculture. The types of approved canine anti-rabies vaccine to be used and the recognized duration of immunity for each shall be established by the Health Officer. All vaccinated dogs shall be restricted (leashing or confinement on enclosed premises) for 30 days after vaccination. During the quarantine period, the Health Officer shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency canine rabies vaccination clinics strategically located throughout the Town. Any animal which has been impounded by reason of its being a stray, unclaimed by its owner, is allowed to be claimed during the period of the rabies emergency quarantine, by special authorization of the Health Officer and the Animal Control Warden.
- E. Dogs or cats bitten by a known rabid animal shall be immediately destroyed, or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in a kennel for six months shall be enforced. If the dog or cat has been previously vaccinated, within time limits established by the Health Officer based on the kind of vaccine used, revaccination and restraint (leashing and confinement) for 30 days shall be carried out.
- F. In the event there are additional positive cases of rabies occurring during the period of the quarantine, such period of quarantine may be extended for an additional six months.

- G. No person shall kill, or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, except as herein provided; nor remove any such animal from the Town limits without written permission from the Animal Control Warden.
- H. The carcass of any dead animal exposed to rabies shall, upon demand, be surrendered to the Animal Control Warden.
- I. The Animal Control Warden shall direct the disposition of any animal found to be infected with rabies.
- J. No person shall fail or refuse to surrender any animal for quarantine or destruction as required herein when demand is made therefor by the Animal Control Warden.

**§ 126-37 Reports of bite cases.**

It shall be the duty of every physician or other medical practitioner to report to the Animal Control Warden the names and addresses of persons treated for bites inflicted by animals, together with such other information as will be helpful in rabies control.

**§ 126-38 Responsibilities of veterinarians.**

It shall be the duty of every licensed veterinarian to report to the Animal Control Warden any animal considered to be a rabies suspect.

**§ 126-39 Vaccination.**

No dog or cat over four (4) months old shall be permitted within the Town limits unless such dog or cat shall have been vaccinated or immunized in the manner set forth in this article within a period of 12 months, if such dog or cat shall have been vaccinated or immunized with the one-year vaccine; or within a period of 36 months, if such dog or cat shall have been vaccinated or immunized by the three-year vaccine.

**§ 126-40 Use of approved vaccine; certification.**

The vaccination or immunization referred to in § 126-39 shall be by a vaccine approved by the State Department of Health and shall be certified to by a licensed veterinarian. Such certificate shall be dated as of the date of inoculation or vaccination, shall show the rabies tag number, the sex and breed of dog and the owner thereof, and whether the vaccine given is the one-year vaccine or the three-year vaccine, together with such other information as may reasonably be required by the Health Officer or the veterinarian administering the same.

**§ 126-41 Certificate prerequisite to license.**

No license shall be issued for any dog required to be licensed in the Town unless the person making application therefor shall first present the person duly authorized to issue such license a current certificate of vaccination or inoculation, as provided in this section, for the dog for which the license is requested. Such certificate shall certify that the dog for which the license is to be issued has been properly vaccinated or inoculated in accordance with the provisions of this article.

**§ 126-42 Unlawful ownership of unvaccinated dogs.**

It shall be unlawful for any person to own, keep or harbor any dog over six months old within the Town, unless such dog shall have been vaccinated or inoculated in accordance with the provisions of this article.

**§ 126-43 Impounding of unvaccinated dogs.**

- A. Any dog over six months old found within the limits of the Town without evidence that such dog has been vaccinated or inoculated in accordance with the provisions of this article shall be impounded by any police officer of the Town or other authorized person for a period not exceeding seven days, during which time such dog may be returned to its owner upon proof of ownership, vaccination of the dog and payment by such owner of the fees provided in § 126-30 hereof.

- B. At the expiration of the seven-day period above mentioned, any dog not so claimed by its owner shall be disposed of in accordance with § 126-29.

## Article V Animal Shelter

§ 126-44 **Reserved.**

§ 126-45 **Cremation fees.**

- A. The following fees will be charged for any cremation performed by the Town of Smithfield Animal Shelter. The fees shall be as follows:
- (1) Town residents: \$20.00.
  - (2) Nonresidents: \$30.00.
  - (3) Veterinarians: \$50.00.
- B. All veterinarians must provide the Town with written certification that they will not charge more than \$50.00 for any cremation performed by the Smithfield Animal Shelter.
- C. Any fees collected will be specifically allocated to the Animal Control Department line item entitled “Animal Supplies and Materials” for the care of animals.

## Article VI Feeding of Non-Domesticated Animals

§ 126-46 **Feeding non-domesticated animals.**

**A. Purpose.**

The purpose of this article is to protect the health and safety of residents in the town with respect to dangers associated with coyotes and other non-domesticated animals by minimizing opportunities for such animals to obtain food from sources controlled or controllable by humans.

**B. Prohibitions.**

- a. No person shall feed or in any manner provide an attractant to coyotes or other non-domesticated animals; provided that domestic animals are not attractants, and feeding pets outdoors does not create an attractant if the pet eats all of the food immediately, or the remaining food is removed as soon as the pet stops eating, or the pet is fed in a secure cage or other enclosure.
- b. No person shall leave, store, or maintain any food or attractant in a manner, area, or location accessible to coyotes or other non-domesticated animals.
- c. The feeding of any waterfowl, duck, or swimming game bird on any park, playground, conservation area, lake, pond, or waterway, owned or under the control of the Town or any of its agencies is hereby prohibited.

**C. Exceptions.**

- a. Food for birds that is in a feeder located within 100 feet of the resident of the person establishing the feeder and elevated to be inaccessible to coyotes and other non-domesticated animals.



- b. Any lawful trapping by a property owner, licensed nuisance wildlife control specialist (NWCS), animal control officer or RI DEM official or other purpose approved by the animal control officer.

**D. Penalty for violation.**

Violations of any provisions of this article are punishable by a fine of \$100.00 for the first offence and \$500.00 for second and subsequent offences; each day of violation shall constitute a separate offence.

## Article VII Spay and Neuter Program

### § 126-47 Findings, purpose and intent

A. The town council finds and determines that:

- (1) Due to the large number of stray and abandoned cats, euthanasia is not a cost effective, acceptable or ethical solution to the threats of public health and safety posed by large populations of stray domestic animals.
- (2) Stray and abandoned pets, specifically cats, create numerous public health and safety problems, including transmission of disease and traffic hazards created by cats running loose on public streets.
- (3) A permit system for breeding of cats owned or harbored in the town combined with a program for spaying/neutering is a reasonable and effective means of reducing the population of abandoned or stray cats, and for eliminating the practice of euthanizing homeless cats except those for whom euthanasia is an escape from suffering or necessary to protect people and/or other animals from vicious behavior.

B. *Declaration of intent.* The town council hereby finds and declares that it intends to provide for the public health, safety and welfare through a program requiring spaying and neutering cats unless appropriate permits are acquired.

### § 126-48 Spaying/neutering.

- A. No person shall own or harbor, within the town any cat over the age of six months which has not been spayed or neutered, unless such person holds either a license to keep an unaltered cat or a license and permit for breeding cats issued by the town animal control officer, or the owner submits to the animal control officer a letter from a licensed veterinarian stating that it would be inappropriate to spay/neuter the cat due to age, health, or illness. The owner of any cat over the age of six months is responsible to provide proof of spay/neuter through records or certificate of examination by a licensed veterinarian to the animal control officer within seven days of a request for said records by the animal control officer.
- B. An "intact" permit shall be issued for an unaltered cat if the owner signs a written statement that such animal will not be allowed to breed unless the owner has first obtained a breeding permit. An "intact" permit may be issued by the ACO to an individual who refuses to spay or neuter their cat. The fee for such a permit shall be \$100.00 per year. All funds from "intact" permits shall be deposited in the town's spay/neuter account.
- C. Any person, who keeps, has custody, owns, maintains, harbors, provides care or sustenance for, has

control or charge of or responsibility for a cat or who permits a cat to habitually be or remain on or be lodged or fed within such person's property or premises, and any refusal to permit any animal control officer to impound such cat shall be deemed evidence of ownership unless ownership of the cat by another party is established pursuant to Rhode Island General Law § 4-22-2.

- D. Subsection (C) above shall not be interpreted to apply to a person caring for a colony of feral cats if such person:
- (1) Registers (at no charge) with the town as a caretaker for feral cats;
  - (2) Regularly feeds or arranges for the feeding of the colony, including on weekends and holidays;
  - (3) Traps all feral cats over the age of eight weeks in their care, and has them spayed or neutered or identifies to animal control those cats deemed unable to be trapped;
  - (4) Has all trapped cats tested for feline aids and leukemia and has those who test positive humanely euthanized or isolated indoors;
  - (5) Identifies feral cats that have been spayed or neutered by means of ear notching, ear tipping, or ear tagging;
  - (6) Has all trapped cats vaccinated according to state and local laws.

§ 126-49 **Breeding permits.**

- A. No person shall cause or allow any cat owned or harbored in the town to breed without first obtaining a breeding permit under this section.
- B. Town animal control shall administer a permit program to allow breeding of cats consistent with criteria and according to procedures contained in the town ordinances.
- C. Each applicant who is issued a permit to breed cats under this section shall pay an annual breeding permit fee of \$100.00 per cat.
- D. No person shall cause or allow the breeding of a male or female cat without first obtaining a breeding permit issued by animal control. Breeding permits shall be valid for 12 months, renewable on an annual basis. Fees for such permit shall be as set forth. All breeding permits shall contain the following terms and conditions and be subject to all of the following requirements:
  - (1) No offspring may be sold or adopted and permanently placed until reaching an age of at least eight weeks.
  - (2) No offspring may be sold or adopted until immunized against common diseases.
  - (3) If within one year of placement a new owner becomes unable or unwilling to continue ownership and responsibility for an animal, the permit holder shall assist in placement of the animal. If no suitable placement can be found within six months, the permit holder shall accept return of the animal if healthy and shall become fully responsible for its care.
  - (4) Any permit holder advertising to the public the availability of any animal for adoption or sale must prominently display the permit number in any publications in which they advertise. Further, the permit number must be provided to any person adopting or purchasing any animal bred by the

permit holder.

- (5) The breeding permit holder shall adhere to minimum standards regarding the care and keeping of animals developed and approved by the animal control and state law.

**§ 126-50 Revocation of permit.**

- A. Any permit issued may be revoked if the animal control officer has reasonable cause to believe any of the following to be true:
  - (1) The permittee has violated any state or local ordinances relating to the keeping, care or use of any animal.
  - (2) The permittee is in violation on any state health or safety law or regulation regarding animal care or control;
  - (3) The permittee has failed to comply with any condition or requirement of the permit or has failed to pay any fee imposed under this article;
  - (4) The permittee refuses to allow inspection, upon 48 hours' written notice, of any cat covered by the permit or the premises on which the animal is kept; or
  - (5) The permittee has transferred, sold or otherwise disposed of the cat for which the permit was issued.
- B. If, after investigation, the animal control officer concludes that it is probable that one or more of the above grounds for revocation has occurred, it shall cause written notice thereof to be transmitted by mail to the address of the permittee. Said notice shall specify the grounds of possible revocation of the permit and shall specify a date and time for an informal hearing to be held before an animal control officer. Said date shall be not less than five days subsequent to the date the notice is mailed. If the health or well-being of the animal is in danger, the animal control officer may take custody and control of the animal until such time that a hearing is conducted. After the informal hearing, the animal control officer may modify the terms of the permit or revoke the permit.

**§ 126-51 Penalty for violation.**

Any person who violates the provisions of this act shall be subject to a \$100.00 fine. In the case of an unneutered cat said person shall have no more than 30 days to have their cat spayed or neutered or provide proof from a licensed veterinarian indicating that arrangements have been made to spay or neuter their cat(s). The ACO may inform persons subject to this law to the availability of reduced cost or free of cost spay/neuter programs sponsored by local humane organizations. If an animal is not spayed or neutered within 30 days of notice, they shall be subject to a \$100.00 fine for each 30 days the subject animal is not spayed or neutered.

## Article VIII **Harboring of Cats**

**§ 126-52 Purpose.**

It is the purpose of this division for the town to adopt, by ordinance, guidelines and limits with regard to the harboring of cats within the town in order to improve the quality of life in the town, to reduce conditions that adversely affect the public health, safety and general welfare of the town and its inhabitants and to generally

promote public health, safety, and welfare of the town.

**§ 126-53 Number of cats; limitation.**

It shall be unlawful for any person to own, keep or harbor more than three cats within or about their dwelling or place of abode. A grandfather clause is added for any persons having three or more cats prior to the adoption of the ordinance from which this division is derived. If, for any reason, the ACO is called to the premises, all paperwork and license must be given for each cat, so proof of the ownership be known prior to the adoption of the ordinance from which this division is derived. Only one litter of offspring may be kept on the premises until the age of four months.

**§ 126-54 Impoundment of excess cats.**

If an owner keeps or harbors more than three cats within or about their dwelling or place of abode, then said cats shall be impounded by any police officer or any other authorized person for a period, not exceeding five days, during which period such cat may be returned to the owner upon proof that said owner has reduced the number of cats within or about their dwelling or place of abode to a number in accordance with this division. At the expiration of a five-day impoundment, if the owner has not reduced the number in accordance with the limits set forth in this division so as to allow the return of the cats in the town's possession, then said cats shall be held for a 30-day period from the time of the town's possession to allow time for adoption or fostering, unless otherwise medically proven sick or feral. This pertains to all cats. Each cat adopted from said shelter or organization shall have all paperwork on the foster care person's premises stating that each cat has been altered/feline, tested negative for leukemia and up to date on all shots. Also, that each foster parent has papers of permission on the premises from the shelter or organization from where the cats belong, stating that they are solely responsible for said cats while in their care. All foster homes must be registered with the town animal control office. At the expiration of the five-day impoundment and the 30-day foster/adoption period, if the owner has not reduced the number in accordance with the limits set forth in this division so as to allow the return of the cats in the town's possession, or, in the alternative, said cats have not been adopted or fostered as provided herein, then said cats can be disposed of at the discretion of the animal control officer in the same manner as provided by the article for dogs.

**§ 126-55 Reclamation.**

Any cat impounded hereunder may be reclaimed as herein provided upon payment by the owner to the animal control officer the sum of \$20.00 for first offense; \$30.00 for the second offense; and \$50.00 for the third offense, and the additional sum of \$3.00. for each full day such animal has been kept in the animal shelter. Impoundment fees set forth and such additional sums as herein provided for keeping animals shall be collected by the Animal Control Warden and turned over to the Treasurer of the Town.

**§ 126-56 Enforcement.**

The animal control officer and/or police department shall be responsible for the enforcement of this article.

**Article IX  
Smithfield Dog Park**

**§ 126-57 Establishment of park.**

There is hereby established within the Town of Smithfield a dog park for the purpose of allowing the off-leash exercise of dogs, provided that such dog is under the control of an attendant who is competent and knowledgeable relative to the behavior of said dog(s).

**§ 126-58. Committee established.**

There is hereby established a Smithfield Dog Park Committee with the powers set forth in this chapter.

### **§ 126-59. Membership.**

The Smithfield Dog Park Committee shall consist of three (3) members, appointed by the Town Council from among the qualified voters of the Town, each to serve a term of three years, with the terms so arranged that the term of at least one of the members shall expire each year. In the event of a vacancy on the Committee, the Town Council shall make an interim appointment for the remainder of the unexpired term. Members of the Committee shall represent the dog community in the Town of Smithfield.

### **§ 126-60. Organization.**

The Committee shall organize annually and, by election, shall select from its membership a Chair and Vice-Chair and may adopt any rules of procedure deemed necessary in discharging its duties.

### **§ 126-61. Quorum.**

Two members of the Board shall constitute a quorum.

### **§ 126-62. Duties and purposes.**

The general duties and purposes of the Smithfield Dog Park Committee are as follows:

- A. Volunteer and recruit additional volunteers to help maintain the condition of the park to ensure cleanliness, health and safety.
- B. Recommend to the Town Council necessary rules and regulations for the dog park.
- C. Promote education on dog safety.
- D. Plan special events.
- E. Develop fundraising strategies and solicit donations to fund improvements to the park.

### **§ 126-63. Advisory nature of Committee.**

The Committee shall be advisory in nature and shall not replace or duplicate the duties of the Town Council. The Committee may seek municipal assistance through the Town Manager.

### **§ 126-64 Park operations.**

- A. The Town of Smithfield Animal Control under the direction of the Police Department shall have authority to control the dog park and to make reasonable rules for its operation that are consistent with this article. The dog park will be operated year-round on a daily basis from sunrise to sunset, unless closed for maintenance or severe weather.
- B. Dog park rules:
  - (1) Owners/attendants must obey all posted park rules. Anyone to be found in violation is subject to removal and may be subject to fines.
  - (2) The dog park is open from sunrise to sunset. Use is prohibited after 9:00 p.m. Owners/attendants must obey posted park hours.
  - (3) Owners/attendants must be registered and obtain a membership card from the Town Clerk's Office.

- (4) Owners/attendants must be 16 years of age to enter the park.
- (5) Children under the age of 16 must be accompanied by an adult and be closely supervised.
- (6) No more than two dogs per owner/attendant shall be allowed in the park.
- (7) Owners/attendants must ensure all dogs are current on all required vaccinations.
- (8) All dogs must be free of diseases, parasite free, and have no visible wounds or injuries.
- (9) Owners/attendants enter the park at their own risk and are legally and financially responsible for any damage caused by their dogs to another person, dog or park property.
- (10) Owners/attendants must have visual and voice control of their dogs and control excessive barking at all times.
- (11) Owners/attendants must clean up after their dogs.
- (12) Dogs with a known history of dangerous/aggressive behavior are prohibited.
- (13) Dogs must wear collars or harnesses at all times.
- (14) Food of any kind, toys, and glass containers are not permitted inside the park.
- (15) Smoking and the consumption of alcohol are prohibited inside the park.
- (16) Dogs under four months of age are prohibited.
- (17) Dogs must be spayed or neutered.
- (18) Leaving dogs unattended is prohibited.
- (19) Owners/attendants must carry a leash for each dog at all times and must attach the leash to the dog(s) when outside of the park.
- (20) Aggressive owners/attendants and dogs will be asked to leave the park and may be prohibited from future use.
- (21) Owners/attendants must report all bites to the Smithfield Animal Control Officer immediately by calling 233-1055. Dogs who bite will be removed and the owner/attendant shall be subject to fines.
- (22) The use of bicycles, rollerblades/skates, skateboards and similar equipment is prohibited.
- (23) Motorized vehicles and devices, except for wheelchairs for the disabled, are prohibited.
- (24) Professional dog trainers are prohibited from using the park for the operation of their business.
- (25) Camera surveillance is in use. If any known violations of park rules is witnessed, please immediately report to the Smithfield Police Department by calling 231-2500.

**§ 126-65 Responsibilities of dog park users.**

- A. Each attendant using the park is responsible for reading the rules of the dog park on first entering it.
- B. The attendants must ensure that their dogs are legally licensed and are current on all vaccinations, to include: rabies, distemper/parvovirus, and Bordetella (kennel cough), and that their dogs are spayed or neutered. Proof of current licensing, vaccinations, and spaying/neutering must be

presented at registration, in order to be issued a membership card to access the park. Registration sites, dates and times are subject to the discretion of the Police Department and Animal Control and may take place at annual rabies clinics and/or additional times throughout the year. Attendants are required to register and sign a liability waiver to utilize the park each year, at which time their membership cards will be issued for their dog(s). Said membership cards will expire within one year. Requirements can be checked periodically by the Smithfield Police Department and Animal Control, who may establish rules relative to the periodic renewal of membership cards.

- C. An annual membership registration is required by all attendant for use of the dog park. A membership card will be generated electronically at the time of registration and should be available when using the park. Non-Smithfield residents will be charged \$25 per household annually at the time of registration or renewal. Said fee will be deposited into the Town of Smithfield dog park fund or an alternative fund utilized specifically for annual costs of maintenance, supplies, and other costs associated with the dog park.
- D. All dogs shall be free of contagious or infectious diseases, be parasite-free both externally and internally, and have no visible wounds or injuries. Requirements can be checked periodically by the Smithfield Police Department and Animal Control, who may establish rules relative to the periodic renewal of membership cards.
- E. No more than two dogs per attendant shall be allowed in the dog park.
- F. The attendant of the dog(s) shall remain inside the enclosed dog park and have visual and voice control of their dog(s) at all times. Dogs shall not be left unattended at or inside the facility.
- G. All dogs must be wearing a collar or a harness.
- H. The attendant of any dog(s) using the facility must have in their possession a leash that must be attached to said dog(s) when outside the facility area.
- I. The attendant must also have in their possession at all times while inside the park the membership card issued by the Town of Smithfield.
- J. The attendant shall control excessive barking.
- K. Food, toys, and glass containers are not permitted in the dog park. Smoking is prohibited in the dog park.
- L. The attendant is responsible for destruction caused by thier dog, which includes the responsibility of filling in any holes the dog digs while in the park.
- M. The attendant must remove their dog(s) when they become engaged in excessive barking or are fighting with other dogs.
- N. The attendants of dogs using the facility must use a suitable container to promptly remove any feces deposited by their dog(s) and properly dispose of such waste material in designated receptacles.

**§ 126-66 Regulations regarding minor children.**

While inside the facility, children under the age of sixteen (16) shall be accompanied by an adult attendant who shall be responsible for the child's proper behavior and safety. Such children are not permitted to excite or antagonize any dogs using the facility by any means, including, but not limited to, shouting, screaming, waving their arms, throwing objects, or running at or chasing dogs.

**§ 126-67 Prohibited actions.**

To ensure the safety of the dogs and attendants, the following shall not be permitted at or within the dog park facilities:

- A. Animals that are not dogs.
- B. Dogs under the age of four months.
- C. Dogs deemed to be vicious, or who have a previous history of aggressive behavior toward other animals or humans.
- D. The use of bicycles, roller blades/skates, skateboards and similar types of exercise equipment.
- E. Motorized vehicles and devices, except for wheelchairs for the disabled.
- F. Glass bottles and similar breakable containers.
- G. Alcoholic beverages.
- H. Smoking.
- I. Food of any type, including dog biscuits/treats.
- J. Professional dog trainers may not use the facility in conjunction with the operation of their business.

**§ 126-68 Liability.**

- A. All individuals who utilize the dog park shall comply with all rules and regulations governing the use of the facility.
- B. The owners and/or attendants are responsible for and liable for all injuries and damages caused by their dog(s).
- C. The use of the dog park shall constitute the implied consent of the dog owner and/or attendant to abide by all of the rules and regulations of this article and shall constitute a waiver of liability to the Town of Smithfield for any and all violations of any provisions of this article. All individuals utilizing the dog park agree and undertake to protect, indemnify, defend, and hold the Town of Smithfield harmless for any injury or damage caused by or to their dog(s) during any time that said dog(s) is (are) unleashed at the facility or for the violation of any of the provisions of this article.

**§ 126-69 Dangerous dogs.**

Any owner or handler of a dog that has been designated as dangerous, or which he or she has reason to know is dangerous, shall not bring such a dog into a dog park or off-leash area. Violation of this provision shall be cause for termination of any privileges associated with the use of the facility and shall be subject to a fine of \$100.00. This provision shall not negate any other penalties that may apply for harboring a dangerous dog.

**§ 126-70 Dog bites.**

A dog bite occurring in a dog park or off-leash area shall be reported to the local police or Animal Control Officer by anyone involved or anyone witnessing such event, or by a physician or veterinarian or other health service provider treating the victim of a bite. A set of rules governing the operation of the facility shall be posted at the entrance to the dog park and shall include the phone number of the Smithfield Animal Control Division and Smithfield Police Department. Each dog bite occurring at the facility shall be reported to Smithfield Animal Control, and the owner shall be subject to the following: for a first violation, a fine of \$50.00; for a second or subsequent violations, a fine of \$100.00. Said fines will be deposited into the Animal



Control Fines and Fees Fund. The Smithfield Police Department and Smithfield Animal Control Officers shall be authorized to enforce the provisions of this article.

**§ 126-71 Dog parks and off-leash areas: general provisions.**

- A. The Town of Smithfield may establish and maintain parkland to be designated for off-leash dog areas and dog parks.
- B. No person shall use a dog park for any commercial purpose. Professional dog walkers, whose business is to walk dogs for private individuals, may bring no more than two registered dogs at any one time. Violation of this restriction shall be subject to a fine of \$50.00 per incident.
- C. The Town of Smithfield may designate hours for the use of the dog park, which shall preclude use of the park after 9:00 p.m. and before 7:00 a.m., or during hours of daylight. The Town of Smithfield may specify times when the park will be closed so that the park can be cleaned and the park authority may mow the lawn and take care of any plants or facilities inside of a dog park or off-leash area.
- D. The Town of Smithfield may close the park for an extended time if necessary for repairs and maintenance and other necessary modifications. Notice of such closure shall be posted at the entrance of the dog park or off-leash area at least one week before the first day of such closure and shall state the reason and expected duration of the closure.
- E. The Town of Smithfield shall provide or assure the installation of appropriate fencing, with a double-gated entrance area for each section of the dog park. Dog parks may be divided into large- and small-dog sections, with the difference between the sections determined by the weight of the dog, such weight to be 25, 30, or 35 pounds. Dog park rules may specify that individuals with both small and large dogs must use the large-dog area if one of the dogs fits in the large-dog category.
- F. The Town of Smithfield must post a notice stating that all handlers using a dog park or off-leash area do so at their own risk, and that the Town of Smithfield shall not be liable for any injury or damage caused at the dog park. This provision does not preclude a handler from seeking damages from another user of the park under either statutory or common law.

**§ 126-72 Dog park site guidelines and specifications.**

- A. Dog parks in the Town of Smithfield shall be no less than 5,000 square feet in area, though off-leash areas can be of any size satisfactory to the needs of the area. Parks of less space can be considered on prior approval of the Town.
- B. A dog park shall be located on well-drained land to prevent soil erosion and shall sit at least 50 feet from surface waters that drain into any river or creek; the surface shall allow for drainage away from the site in a manner that mitigates waste management issues. Where possible, under-utilized areas should be considered.
- C. A dog park may be located near a water supply line for drinking fountains (dog and human) and for maintenance purposes.
- D. The Smithfield Dog Park Committee and Town Council will adopt and post rules for the Dog Park or off-leash area in type large enough to be easily read by those entering the park.
- E. A dog park must be ADA compliant and meet all design standards as well as laws required by ADA regulations.

**§ 126-73 Enforcement and safety/security.**

- A. A person found to be in violation of this article and/or the dog park rules is subject to removal from

the facility and may be prohibited from future use of the dog park.

- B. A person who violates any provision of this article or the dog park rules shall, for a first violation, be subject to a fine of \$50.00. A person who violates any provision of this article or dog park rules shall, for second or subsequent violations, be subject to a fine of \$100.00 and shall authorize the Smithfield Police Department and Animal Control the ability to immediately seize their membership card and call for immediate removal as well as all privileges associated with any future use of the dog park. Said fines will be deposited into the Animal Control Fines and Fees Fund.
- C. Any act of aggression by a dog(s), including dog bites inflicted on another dog or a human(s), shall authorize the Smithfield Police Department and Animal Control the ability to immediately seize the membership card and call for immediate removal as well as all privileges associated with any future use of the dog park.
- D. The attendant must have in their possession at all times while inside the park the membership card issued by the Town of Smithfield. The membership card shall be displayed in such a manner that it is plainly visible on the attendant's outer clothing.
- E. The Dog Park Committee and designated dog park monitors shall be empowered to contact the police and the animal control authority to enforce dangerous and vicious dog rules and to arrange for the removal of abandoned dogs and dogs that should be impounded to determine the possibility of disease.
- F. The Smithfield Police Department and Smithfield Animal Control Officers shall be authorized to enforce the provisions of this article. Law enforcement authorities and the local animal control authority may enforce all state and municipal laws under their jurisdictions that apply to dog parks, which shall include the authority to remove and impound dangerous dogs, restrain and impound dogs biting individuals or other dogs for rabies inspections, arrest individuals for violations occurring in dog parks, and all other aspects of their authority that may be exercised in the area of the dog park.

## Article X Retail Sales of Dogs and Cats

### § 126-74 **General provisions.**

#### A. Definitions.

- (1) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

#### **COMMERCIAL ESTABLISHMENT**

Any for-profit business enterprise, including a sole proprietorship engaged in retail or wholesale commerce related to dogs and cats.

#### **NONPROFIT RESCUE ORGANIZATION**

Any Rhode Island nonprofit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3) whose mission and practice is, in whole and significant part, the rescue and placement of dogs or cats; or any nonprofit organization that is not exempt from taxation under Internal Revenue Code Section 501(c)(3) but is currently an active rescue partner with a Town shelter or humane society, whose mission is, in whole and significant part, the rescue and placement of dogs or cats.

- (2) The definitions set forth in Rhode Island General Law § 4-19-2 and § 4-25-1, as may be amended

from time to time, are hereby incorporated, adopted and specifically included in this definitions section as if set forth in full at all times.

- B. It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog or cat in any pet store, retail business or other commercial establishment located in the Town of Smithfield.
- (1) Persons qualifying as a hobby breeder under Rhode Island General Law § 4-19-2(17) and considered exempt as a seller under § 4-25-1(4) shall be exempt from the provisions of this article.
- C. Nothing in this section shall prevent the owner, operator, or employees of a pet store, retail business, or other commercial establishment located in the Town from providing space and appropriate care for animals owned by a Town animal shelter or animal control agency, humane society, or nonprofit rescue organization and maintain those animals at the pet store retail business or other commercial establishment for the purpose of public adoption.

**§ 126-75 Violations and penalties.**

Any person, firm, or corporation who or that violates any provision herein is subject upon conviction, plea of guilty, or plea of nolo contendere to a fine of \$500.00 for the first offense and not to exceed \$1,000.00 for the second and subsequent offense and loss of animal(s) and revocation of license and/or certificate after a public hearing. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violation may be subject to penalties as provided herein for each separate offense. See <http://webserver.rilin.state.ri.us/Statutes/TITLE4/4-19/4-19-11.3.HTM>. Violations of this article will be adjudicated in the Smithfield Municipal Court.

**§ 126-76 Enforcement.**

The provisions of this article shall be enforced by the Animal Control Warden or any police officer of the Town of Smithfield.

APPROVED AS TO ITS FORM AND LEGALITY:

\_\_\_\_\_  
TOWN SOLICITOR

ADOPTED: March 7, 2023

\_\_\_\_\_  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
ACTING TOWN CLERK



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Continuance of a Public Hearing from January 17, 2023 to the February 7<sup>th</sup> Town Council Meeting

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Continuance of a Public Hearing from January 17, 2023 to consider, discuss and act upon approving the renewal of Intoxicating Beverage License, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

1. Copperfield's , Inc. d/b/a "Copperfield's Bar & Grill", 9 Cedar Swamp Road (approved for outdoor bar service)



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual Renewal of Intoxicating Beverage Licenses for the February 7<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Intoxicating Beverage Licenses are due for renewal. There are several more businesses that have submitted completed paperwork, but have not yet received their Certificate of Good Standing.

## **TOWN REVENUE:**

The cost to renew a Class A Retailer's Beverage License is \$1,000.00. The cost to renew a Class B-Victualler and Class BV-Limited License is \$600.00. The cost to renew the C-Bar License is \$600.00. The cost to renew a Class D Club License is \$200.00.

## **APPROVAL STATUS:**

All paperwork is complete for renewal by the Town Council.

## **RECOMMENDED MOTION:**

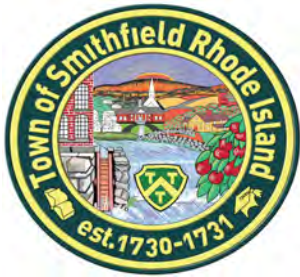
Move that the Smithfield Town Council approve the annual renewal of the following Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances, and a Certificate of Good Standing from the RI Division of Taxation.

**CLASS B-VICTUALLER BEVERAGE LICENSES**

1. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Bldg. C (approved for outdoor bar service)
2. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, 45 Cedar Swamp Road (approved for outdoor bar service)

**CLASS B-VICTUALLER LIMITED BEVERAGE LICENSE**

1. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Public Hearing to consider the annual renewal of a Victualling Only License to include the renewal of previously-approved extended hours of operation for the February 7<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Town Council to conduct a Public Hearing to consider the annual renewal of the following Victualling License to include the renewal of previously-approved extended hours of operation.

## **TOWN REVENUE:**

The cost to renew a Victualling License is \$50.00

## **APPROVAL STATUS:**

All paperwork is complete for Town Council approval.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of one (1) Victualling Only License to include renewal of the extended hours of operation, as applied, subject to compliance with all State regulations and local ordinances.

1. 7-Eleven Store #32614A d/b/a “7-Eleven #32614A”, 970 Douglas Pike to extend hours of operation to **24/7 hours**.



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Continuance of a Show Cause Hearing from January 17, 2023 to the February 7<sup>th</sup> Town Council Meeting

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Continuance of a Show Cause Hearing from January 17, 2023 to consider the possible suspension, revocation, or other sanction regarding the Victualling Only Licenses on the following listed establishments due to non-compliance with the conditions of renewal:

1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road (Failure to produce a copy of the Retail Sales Permit)
2. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike (Failure to produce the necessary paperwork required for renewal)





# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of Entertainment Licenses for the February 7<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Entertainment Licenses are due for renewal. The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew an Entertainment License is \$50.00

## **APPROVAL STATUS:**

All paperwork is complete for renewal by the Town Council

## **RECOMMENDED MOTION:**

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

1. Copperfield's Inc., d/b/a "Copperfield's Bar & Grill", 9 Cedar Swamp Road
2. Rogue Squadron Group, LLC d/b/a "Tavolo Wine Bar & Tuscan Grille", 970 Douglas Pike, Bldg. C
3. Thirsty Beaver Smithfield, LLC d/b/a "Thirsty Beaver Pub & Grub", 45 Cedar Swamp Road



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of a Special Dance License for the February 7<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Special Dance Licenses are due for renewal. The business listed below has filed their application for renewal.

## **TOWN REVENUE:**

The cost of a Special Dance License is \$1.00

## **SUPPORTING DOCUMENTS:**

All paperwork is complete for renewal for the Town Council

## **RECOMMENDED MOTION:**

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

1. Thirsty Beaver Smithfield, LLC d/b/a “Thirsty Beaver Pub & Grub”, 45 Cedar Swamp Road



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of two (2) Victualling Only Licenses for the February 7<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Victualling Licenses are due for renewal the first week in December. The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew the Victualling Only License is \$50.00 per year.

## **APPROVAL STATUS:**

Applications are complete for approval by the Town Council.

## **RECOMMENDED MOTION:**

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

1. Ivy and Lace Bake Shop, LLC d/b/a “The Ivy and Lace Bake Shop”, 546 Putnam Pike
2. Melissa Carbone d/b/a “Bree’s Deli”, 115 Pleasant View Avenue #1



# Memorandum

**DATE:** February 1, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** One (1) One –Day Beer/Wine License for the Smithfield Senior Center for the February 7<sup>th</sup> Town Council Meeting

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**BACKGROUND:**

The Smithfield Senior Center has applied for one (1) One-Day Beer/Wine License.

**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  
Email from Police Chief

**RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

- Valentine’s Luncheon to be held on Tuesday, February 14, 2023 from 12:00 p.m. to 2:00 p.m.

The party will take place at the Smithfield Senior Center, One William J. Hawkins, Jr. Trail from 12:00 p.m. to 2:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.

PAYMENT CERTIFICATION

1. AMOUNT CLAIMED VERIFIED BY TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
2. GOODS/SERVICES RECEIVED LICENSE APPLICATION  
FEE: \$15.00  
Per Day  
3. VOUCHER NUMBER 9850  
4. ACCOUNT NUMBER 74 - 07 - 51  
5. CERTIFIED FOR PAYMENT

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

PLEASE PRINT: BY Karen Armstrong DATE 1/12/23

Note: Please fill in ALL the necessary information.

Date of Application: 1/12/23

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

Name of Applicant: [Signature]

Date of Birth: 8/25/75

Resident Address: [Signature]  
Operating Under  
Trade Name of: \_\_\_\_\_

Business Address: [Signature] 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: Acting Director

Applies to business establishments only:

In case of emergency/person to contact

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

PAYMENT APPROVED BY

For Official Use Only

SIGNATURE NOT REQUIRED

Police Chief: [Signature] Fire Chief: \_\_\_\_\_  
Building Official: \_\_\_\_\_ Owner of premises: Karen Armstrong  
RI Dept. of Health: \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on

2/7/2023

the above stated application was:

( ) Approved

( ) Denied

License #: 2

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





**CERTIFIED**

Issued: 2/24/2020  
ID#: 6310702

Expires: 2/11/2023

**STEVEN D BEAULIEU**  
1395 Atwood Ave Ste 208  
Johnston, RI 02919-4931

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



**CERTIFIED**

Issued: 2/24/2020  
ID#: 6310704

Expires: 2/11/2023

**KAREN L ARMSTRONG**  
1395 Atwood Ave Ste 208  
Johnston, RI 02919-4931

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

**tips** On Premise **CERTIFIED**  
Issued: 2/24/2020 Expires: 2/11/2023  
ID# 5310706

**KATHLEEN MCADAM-PRICKETT**  
1385 Alwood Ave Ste 208  
Johnston, RI 02818-4931

For service visit us online at [www.gettips.com](http://www.gettips.com)  
Renee 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

January 12, 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 Valentine's luncheon on Tuesday, February 14, 2023. The luncheon will be from 12:00 – 2:00. Wine will be served.

I am asking for your approval for a permit for this function. Thank you.

Sincerely,

Kate McAdam-Prickett  
Assistant Director/Activity and Program Coordinator

## Carol Banville

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**From:** Carolyn Dorazio <cdorazio@smithfieldpd.com>  
**Sent:** Monday, January 30, 2023 1:00 PM  
**To:** Carol Banville  
**Subject:** [EXTERNAL] RE: Senior Center

Hi Carol,

The Chief said the document is fine as it appears.

Carolyn

---

**From:** Carol Banville [mailto:[cbanville@smithfieldri.com](mailto:cbanville@smithfieldri.com)]  
**Sent:** Monday, January 30, 2023 9:41 AM  
**To:** Carolyn Dorazio  
**Subject:** Senior Center

Hi Carolyn,

Attached please find the document we discussed.

Thank you

Carol Banville – License Coordinator  
Smithfield Town Clerk's Office  
Phone #(401)-233-1000 ext. 114  
Email: [cbanville@smithfieldri.com](mailto:cbanville@smithfieldri.com)  
Fax # (401)-232-7244

January 27, 2023

Memo to the Town Council:

The Smithfield Land Trust has met with Diana Brennan and Lindsey Baillargeon about the creation of the Northern Rhode Island Forest School.

We come before the Council to recommend that we allow this program to use a small area on Wolf Hill Forest Preserve for the classroom activities. The Land Trust has visited the area and feels that this program would be a benefit for our community.

Diana Brennan would like to make a presentation to the Town Council at the February 7, 2023 meeting.

Barbara J Rich

Chair

Smithfield Land Trust

**RECOMMENDED MOTION:** That the Smithfield Town Council authorizes a Memorandum of Understanding with the Northern Rhode Island Forest School to utilize an area on the Land Trust's Wolf Hill Forest Preserve for classroom activities subject to review by the Town Solicitor.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on February 7, 2023 by and between the Town of Smithfield, Rhode Island and Northern Rhode Island Forest School, LLC for the purpose of achieving the various aims and objectives relating to establishment and use of a nature classroom at the Wolf Hill Forest Preserve (the “Project”).

WHEREAS the Town of Smithfield, Rhode Island and Northern Rhode Island Forest School, LLC (the “Partners”) desire to enter into an agreement in which Northern Rhode Island Forest School, LLC will work with the Town of Smithfield through the Smithfield Land Trust to create a nature classroom at the Wolf Hill Forest Preserve and to provide educational programming at this classroom;

AND WHEREAS the Town of Smithfield, Rhode Island and Northern Rhode Island Forest School, LLC are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the project;

### **Purpose**

The purpose of this MOU is to provide the framework for creation and use of a nature classroom at the Wolf Hill Forest Preserve in Smithfield, Rhode Island.

### **Obligations of the Partners**

The Partners acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

### **Cooperation**

The activities and services for the Project shall include, but not be limited to:

- a. Services to be rendered by the Town of Smithfield through the Smithfield Land Trust include: general consultation; permission for Northern Rhode Island Forest School, LLC to create the nature classroom and have first priority in running educational programming there, which may include the use of fires and tools, in adherence with Northern Rhode Island Forest School, LLC policies and procedures; permission for Northern Rhode Island Forest School, LLC to place temporary signage on Smithfield Land Trust property to direct participants to the nature classroom.
- b. Services to be rendered by Northern Rhode Island Forest School, LLC include: nature classroom preparation and development which includes, but is not limited to, creation of a woodland seating circle, creation of a boundary fence, signage, and removal or abatement of hazards identified by Northern Rhode Island Forest School, LLC; site ecological impact assessment and management plan(s); site and activity risk / benefit assessments; development of program policies and procedures; program planning and delivery.

### **Resources**

The resources for the Project shall include, but not be limited to:

- a. Resources to be provided by the Town of Smithfield through the Smithfield Land Trust include: land on which to create the nature classroom and run educational programming; access via trail system to the

nature classroom; natural materials found at the nature classroom to be sustainably used in accordance with Northern Rhode Island Forest School, LLC policies and procedures.

- b. Resources to be provided by Northern Rhode Island Forest School, LLC include: staff to run Northern Rhode Island Forest School, LLC programs; any additional materials for Northern Rhode Island Forest School, LLC programs which cannot be found naturally at Wolf Hill Forest Preserve.

### **Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and may be undertaken at the discretion of Northern Rhode Island Forest School, LLC. A spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this MOU.

### **Term**

The arrangements made by the Partners by this MOU shall remain in place from February 7, 2023 until such time as Northern Rhode Island Forest School, LLC is dissolved as a business entity.

### **Governing Law**

This MOU shall be construed in accordance with the laws of the State of Rhode Island.

### **Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

### **Amendment**

This MOU may be amended or supplemented in writing, if the writing is signed by the party obligated under this MOU.

### **Severability**

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### **Prior Memorandum Superseded**

This MOU constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

### **Understanding**

It is mutually agreed upon and understood by and among the Partners of this MOU that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.

- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- e. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
- f. This MOU will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this MOU by providing written notice to other Partner.

**Signatories**

This Agreement shall be signed on behalf of the Town of Smithfield and on behalf of Northern Rhode Island Forest School, LLC. This Agreement shall be effective as of the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town of Smithfield

\_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Northern Rhode Island Forest School, LLC

\_\_\_\_\_, its \_\_\_\_\_ co-founder



**RIEEA**

Rhode Island Environmental  
Education Association

10 Davol Square, Suite 100  
Providence, Rhode Island 02903  
[RIEEA.org](http://RIEEA.org)

T. Michael Lawton  
Town Council President  
Smithfield Town Hall  
64 Farnum Pike  
Smithfield, RI 02917

Dear Mr. Lawton,

I am writing on behalf of the Rhode Island Environmental Education Association (RIEEA) in support of the proposal to allow Northern Rhode Island Forest School to run educational programs on land owned by the Smithfield Land Trust. RIEEA is a collaborative network of individuals and organizations working to promote environmental education in both formal and nonformal settings. Our diverse, active, and growing membership includes teachers, naturalists, students, and formal and nonformal educators from universities, nature centers, recreation centers, nonprofit organizations, and state and federal agencies, as well as environmental and educational organizations. We work to support lifelong learning opportunities, environmental justice advocates, and a wide variety of community members across the state.

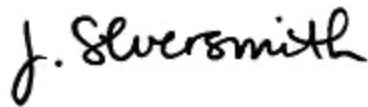
The outdoor educational programs offered by Northern Rhode Island Forest School will provide the residents of Smithfield and other nearby towns with a unique and valuable learning experience. These classes, led by trained Forest School Practitioners and Assistants, are unique in the state. Following the well-established methodologies of European and Canadian Forest Schools, these programs will allow participants to grow and thrive socially, emotionally, physically, and academically. Designed to help each individual confidently explore the world and develop a love of learning, Northern Rhode Island Forest School experiences also cultivate a love of the natural world and life-long respect for the

environment. These programs align perfectly with the mission of the Smithfield Land Trust not only by providing opportunities for education on land trust held properties, but by developing a new generation of stewards who will preserve and protect open space. Furthermore, the nature classroom proposed by Northern Rhode Island Forest School will provide opportunities to the broader community, including other environmental educators such as the Woonasquatucket River Watershed Council (WRWC). This is unique among forest classrooms in the region as most are private pre-schools whose engagement is limited to those that can access and afford this type of opportunity.

As the only professional membership association dedicated to environmental education in the state, RIEEA is in full support of bringing Northern Rhode Island Forest School Programs to Smithfield Land Trust property.

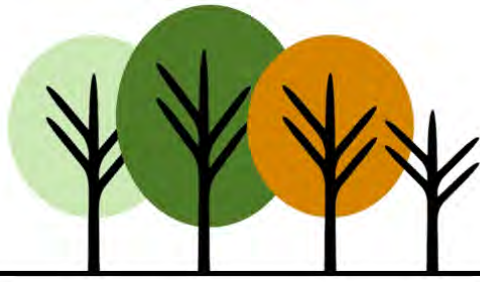
Please do not hesitate to reach out if I can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "J. Silversmith". The signature is written in a cursive, flowing style.

Jeanine Silversmith  
Executive Director





# NORTHERN RHODE ISLAND FOREST SCHOOL

## **OUR CURRENT PROGRAMS**

### **Forest School**

This program follows the well-established methodologies of European and Canadian Forest Schools. Led by a certified Forest School Practitioner, these programs offer an experiential, learner-led approach to help each individual confidently explore the world and develop a love of learning. Focusing on the holistic needs of each learner, this program allows participants to grow and thrive socially, emotionally, physically, and academically. Each program is developed to suit the particular location, set of students, and season.

Subjects explored experientially in the forest, with students taking the lead, include science, physics and engineering, physical education, vocabulary and literacy, art, history, and more. Students also practice communication and collaboration as well as risk analysis and management. This holistic, experiential learning really helps children thrive in academics and in life.

### **Wild Child Literacy**

In our Wild Child Literacy Program, we offer PreK-Grade 2 scientific literacy education in the first half of class with opportunities to apply literacy and language concepts to hands-on learning in the second half of class. Each week, children are introduced to scientific vocabulary and concepts in botany, ecology, meteorology and/or zoology. These concepts are then reinforced through learner-led, play-based experiential learning in our forest classroom.

Each class is developed to suit the particular location, set of students, and season, led by either Miss Lindsey or Miss Diana. Each class includes a shared read-aloud, nature walk, and child-led exploration in our forest classroom. At the end of each class, vocabulary and concepts are reinforced and experiences are shared through ritual, storytelling, and/or creating artwork together. In addition, parents receive weekly tips and resources on how they can further support their child's literacy and language development at home.

**NOTE:** as these are not drop-off programs, a parent or guardian must accompany their child to each class.

## **OUR CURRICULUM**

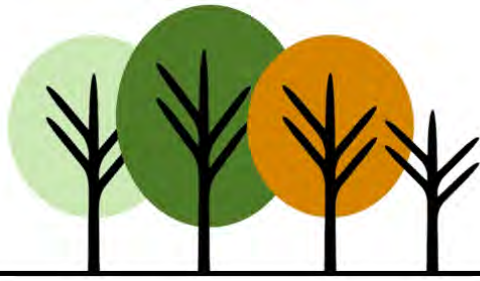
We provide an adaptive curriculum that is tailored to the season, space, and particular group of children and which uses a holistic approach to ensure that the needs of the whole child are considered during the learning process. Each week, teachers perform an evaluation and assessment of the class and use this to inform the lesson plan for the following week. This allows teachers to adapt the classes to follow the interests and needs of the particular group of children. Classes cover a wide range of topics, from social-emotional learning to literacy to science and mathematics. An example lesson plan is shared below.

## SESSION PLANNING

SESSION/CLASS:	Spring 2023 Session I / Class 1
What are the OBJECTIVES?	
Build community, build sense of place, give learners agency and connection to the land, have learners begin to understand the space.	
What is your THEME, how will this be developed?	
<p>"HOME" - theme will be introduced with the book <i>Home: A Peek-Through Picture Book</i> by Britta Teckentrup</p> <p>The theme will introduce learners to the idea that the forest classroom is our communal home, a safe space that we care for and thrive within. The experiences will all build on this theme by introducing different ways to relate to the space and each other, by giving learners an opportunity to actively participate in creating our space, and by "owning" a piece of our forest home.</p>	
What EXPERIENCES are you going to offer, in what SEQUENCE? How might learners develop their own direction?	
<p><b>1) Safety Talk &amp; Walk to Classroom Circle</b> - learners may ask questions or explore treasures along the way, they can begin to understand the route to the classroom.</p> <p><b>2) Introduction to Classroom / Setup</b> - land acknowledgement, map sharing, verbal explanation of various areas within site - learners may choose to physically explore, examine the map, or ask questions.</p> <p><b>3) Story</b> - <i>Home: A Peek-Through Picture Book</i> by Britta Teckentrup - older learners may choose to read to the younger learners.</p> <p><b>4) Explore Animal Homes</b> - learners can choose to use matching cards, to explore free-form and ask questions, to use their imaginations, or to build dens.</p> <p><b>5) Boundary Construction</b> - work together to add to / build the boundary wall along the trail edge, making it beautiful and functional. Learners can choose to gather materials, lead other learners, build, or decorate.</p> <p><b>6) Snack / SEL / Recap</b> - gather at the classroom circle and discuss what "home" means to us, how our forest classroom is like a home, what values and behaviors we as a group can use to make it feel like home to everyone. Learner-led conversation with prompts as needed from leaders.</p> <p><b>7) Treasure Hunt</b> - Remind learners that this is their space, invite them to take a treasure home to remember it. Learners can each choose a woodland treasure to bring home with them</p> <p><b>8) Breakdown / Walk back to trailhead</b> - freeform nature walk, learners can talk, explore, recall the route, etc.</p>	
Will they have a LOGICAL BUILD UP OF UNDERSTANDING for the learner?	
Yes: Introduction to site -> Introduce concept of "HOME" -> Explore concepts from the book -> Apply concepts to our own space -> Reflect and review -> Choose memory aid -> Closure of class	
How are you going to get your learners HOOKED and MOTIVATED?	
Invite participation during story, particularly from older learners who may be interested in reading vs. being read to. Observe what activities different age groups and learners gravitate towards and provide options and choices that align with those interests. Change order of experiences or skip experiences depending on learners' interests and energy levels. Provide experiences that give learners' ownership of the space and the activity.	
What LEARNING METHODS will the activities involve?	
Demonstration, storytelling, exploration, cooperative creation, individual choice, group decision making, discussion	
How will this sequence affect the ENERGY FLOWS?	
1 Begin to relax into new experience -> 2 Begin to get excited -> 3 Calm but engaged -> 4 Begin to gain confidence and move in the space, energy increases -> 5 Climax of energy for the day, excited, engaged, physically active -> 6 calming down, recharging -> 7 energetic and excited -> 8 excited but orderly, transitioning to the closure of class	

## SESSION REVIEW

SESSION/CLASS:	Winter 2023 / Class 1
How will your learners REMEMBER the important points?	
Ask learners to show locations of animal homes, ask learners to show their boundary fence construction, ask learners about how the space feels like home to them. Have learners assist in navigating back to the trailhead.	
How will you ensure REFLECTION and TRANSFER?	
Experience 6) Snack/SEL/Recap will provide an opportunity for learners to recap their experiences through sharing and storytelling. The treasure chosen to take home will provide an opportunity to remember these experiences while outside of forest school.	
How will you EVALUATE whether the objectives have been met?	
Observe if learners are beginning to engage with each other and feel relaxed in the space. Observe if learners use words that identify the forest classroom as "theirs" or as a "home".	
Are there any special HEALTH AND SAFETY issues relating to the site, activity, or group?	
This will be the first visit to the site, so it's important to do a thorough safety talk and identify any hazards of the site. The activities will involve collection and use of natural materials, be sure to follow risk management procedures for this activity. Animals may be inside of the homes we explore - make sure learners are aware not to poke sticks or hands into holes and know to treat any animals with caution and respect.	
Have you reviewed your RISK ASSESSMENT for the site, activity, and group?	
Yes - added Animal Home Exploration / Animal Encounters to Risk Assessment	
What are your CONTINGENCY / WET WEATHER plans?	
Hang tarps for rain shelters. Remind adult caretakers to dress themselves and their children appropriately waterproof outerwear / layers.  In the event of a cancellation, reschedule class to following week - as the first class in the session, it is important this be in-person at the forest school site.	
What HOLISTIC DEVELOPMENT opportunities do you predict to occur within your session?	
Social	Learners meeting each other and beginning to interact
Physical	Collecting and manipulating woodland materials, constructing boundary fence, moving through uneven terrain of space, walking to and from the classroom site
Intellectual	Knowledge of animal homes, knowledge of engineering and physics of constructing fence
Communication	Literacy/vocabulary, sharing stories, communicating to work collaboratively, asking questions, reflecting on experiences
Emotional	Sense of safety, belonging, and excitement, overcoming social fears or fears of the woods
Spiritual	Sense of place, connection with the natural world, sense of being part of the natural world



# NORTHERN RHODE ISLAND FOREST SCHOOL

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## **OUR STAFF**

### **Diana Brennan**

Diana has a B.S. in environmental science and has worked as a wetland scientist for the past 20 years. She has experience with habitat assessments, restoration projects, and sustainable development, and possesses a deep understanding of Rhode Island's natural resources. She is trained as a Level 3 Forest School Leader through Forest Schools Education, an internationally recognized program, and will soon be certified. Earning this certification gives Diana the skills and experience to guide learners safely and effectively.

Having experienced first-hand the power of nature to help us heal, grow, and learn, Diana is determined to fight "nature deficit disorder" by getting children and adults off of the screens and into the woods.

### **Lindsey Baillargeon**

Lindsey is a literacy and language teacher with 14 years of classroom experience working in North Attleboro Public Schools. She is currently enrolled in an M.Ed. program to become a certified K-12 reading specialist, focusing on how children acquire the language and reading comprehension skills necessary to succeed in scientific disciplines. She teaches a weekly nature-based literacy class called "Wild Child Literacy" at the Office of Children, Youth, and Learning (OCYL) in Cumberland.

Lindsey is passionate about the benefits of learning in a natural setting, particularly as they apply to neurodivergent students. She sees clearly how outdoor learning supports and enhances children's literacy and language education.



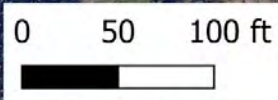
CLASSROOM FENCE

GATHERING PLACE / PORTABLE FIRE PIT

APPROX. LIMITS OF USE

PARKING

RESTROOM/  
EMERGENCY SHELTER



Proposed Wolf Hill Nature Classroom - Updated 12/11/2022



NORTHERN RHODE ISLAND  
**FOREST SCHOOL**

HANDBOOK OF  
POLICIES AND PROCEDURES

Last Updated: [Jan 6, 2023](#)

## Program Policies & Procedures

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APPENDIX A - Risk/Benefit Analysis Forms

APPENDIX B - Ecological Assessment Form

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## **Vision & Mission Statement**

### **VISION STATEMENT**

Northern Rhode Island Forest School provides inclusive learning programs that value learner's innate creativity and individuality. Through place-based education, experiential learning, and immersion in nature, learners develop socially, emotionally, physically, and academically. By connecting with nature and each other in all seasons, learners tap into their curiosity, build self-confidence, and become responsible stewards in their community.

### **MISSION STATEMENT**

- Create inclusive outdoor education programs that support creativity, curiosity, and individuality.
- Use experiential learning and year-round immersion in nature to help learners develop socially, emotionally, physically, and academically while building community and boosting self-confidence.
- Foster environmental stewardship amongst learners, be responsible caretakers of the ecosystems in which we work, and seek opportunities to preserve, restore, and enhance the natural spaces around us.

## **Indigenous Land Acknowledgement**

The lands in the towns now called Smithfield and Cumberland on which we hold our programs are the ancestral hunting grounds, meeting places, and trading areas of the Narragansett, Wampanoag, and Pequot nations.

Despite being invaded, displaced, subjugated, massacred, enslaved, and acculturated, these peoples and their culture are still alive and still present today. We honor and respect the first peoples of this land.

### **POLICY**

It is the policy of Northern Rhode Island Forest School to include indigenous voices, with due remuneration, in our teachings and programs. We will recognize, respect, and seek ways to build on the harmonies between native wisdom and traditions and the programs we provide.

### **PROCEDURES**

- Contact the Tomaquag Museum to request review of the land acknowledgment, to ensure all nations are represented accurately and fairly.
- Invite elders from the Narragansett, Wampanoag, and Pequot nations to participate in our programs through land acknowledgment, storytelling, or other ways they see fit.
- Ensure proper remuneration is given in return for any time, wisdom, or other assistance provided by native peoples.

## **Staff & Training**

### **POLICY**

Northern Rhode Island Forest School staff are held to a high standard of professionalism and must at all times prioritize the health, safety, and well-being of our students while providing an excellent learning experience.

## PROCEDURES

- One staff member will hold a Level 3 Forest School Practitioner certification.
- All other staff members will hold at least a Level 1 Forest School Assistant certification.
- All staff members will obtain a BCI background check.
- All staff members will be CPR/First Aid certified.
- Record of staff credentials, certifications, and background checks will be kept on file.

## Adult Caretakers

### POLICY

For all participants under the age of 18, an adult parent, guardian, or caretaker must be present on-site during all programs. Multiple children may share the same adult guardian (for example, siblings can be accompanied by one parent). Adults must conduct themselves with decorum and respect during all programs, and are ultimately responsible for the health and safety of the children in their care.

### PROCEDURES

- Include language about this requirement on all sign-up websites, forms, and marketing materials.
- Ensure each child has an adult guardian present prior to starting programs.
- Require that adults sign liability waivers for each child in their care.

## Health & Safety

### POLICY

Prioritize the health and safety of all participants, adults and children alike.

### PROCEDURES

- Provide information to adult caretakers about proper clothing for various weather conditions.
- Keep health and safety equipment on site including first aid kit, fire blanket, and emergency blanket.
- Provide suitable shelter, such as tarps, in inclement weather.
- Identify an emergency shelter at each site and provide this information to all participants.
- Keep an up-to-date emergency contact list for all participants on-site at all times.
- Keep contact information for police, fire, and ambulance on-site at all times.
- Educate all participants about typical site hazards including poison ivy and ticks.
- Perform health and safety “tailgate meeting” prior to the start of each session, identifying the day’s hazards, emergency measures, and answering questions.
- Cancel or reschedule class in the event of hazardous weather (see cancellation policy).
- Document any health and safety incidents that occur.
- Ensure all staff are CPR / First Aid certified (see staff & training policy).

## **Risk / Benefit Management**

### **POLICY**

Take adequate steps to avoid and minimize risks to participants while allowing for appropriate levels of risk taking which provide important benefits to learners.

### **PROCEDURES**

- Perform risk/benefit analysis for each site every six months (Appendix A).
- Perform site checks before each class begins to identify and mitigate any new risks that may have developed.
- During health and safety “tailgate meeting”, inform all participants of risks they may encounter (see health & safety policy).
- As needed, modify activities to avoid and minimize risks.
- As needed, modify the site to remove risks.

## **Tools & Equipment**

### **POLICY**

Ensure the safe use of tools and equipment in a way that supports learners' growth and development.

### **PROCEDURES**

- Introduce each new tool with a tool talk highlighting safe use and best practices.
- Only introduce tools which are age appropriate and suited to the abilities and maturity of the participants. This will be at the discretion of the Forest School Practitioner.
- Include the participants in the use of equipment including knot tying and shelter building.
- Store tools and equipment in the same location within the site at each class, so all participants can easily find what they need.
- Staff will ensure tools and equipment are well maintained, sharpened, and properly stored between classes.
- Staff will inspect tools and equipment between classes and replace as needed.

## **Fire**

### **POLICY**

Ensure the safe use and management of fire in a way that supports learners' growth and development and complies with all local regulations.

### **PROCEDURES**

- Only use fire when explicitly given permission by the landowner.
- Comply with all local ordinances and regulations regarding use of fire, as detailed by the fire department.

- Only introduce fire if the abilities and maturity of the participants support this, at the discretion of the Forest School Practitioner.
- Place firepit in the same location at the site for each class, within permanent safety corridors and perimeters formed by the woodland seating circle.
- Keep fire safety equipment on site and near to hand at all times including fire blanket, fire gloves, a bucket of water, and a burns kit.
- Fire is to be monitored at all times by an adult.
- Completely extinguish fire before leaving the site.
- Remove all evidence of fire after class is completed.

## **Food Preparation**

### **POLICY**

Ensure all food preparation activities are undertaken in a way that supports participants' learning and development while ensuring their health and safety.

### **PROCEDURES**

- Keep record of any food allergies and avoid exposing learners to any foods they are allergic to.
- Prior to food preparation, ensure hands are clean using hand sanitizer.
- After handling animal products, clean hands using hand sanitizer.
- If participants are using fire or tools during food preparation, make sure they are following appropriate procedures.
- Carry out and properly dispose of any and all garbage and scraps.
- Carry out dirty dishes to be cleaned indoors by staff.
- Whenever possible, use sustainable/reusable materials and local foods in food preparation.

## **Daily Operating Procedure**

### **POLICY**

Follow a predictable and replicable daily operating procedure so that all staff, substitutes, and participants know what to expect.

### **PROCEDURES - IN ORDER**

- Meet at designated location near parking prior to each class.
- Perform health and safety “tailgate meeting”
- Walk to forest classroom along trail / standard route
- Gather at woodland circle and welcome everyone.
- If weather is rainy or snowy, hang tarps following the site map for that location.
- Place tools and equipment in designated locations following the site map for that location.
- If weather is cold or fire cooking is to be conducted, start fire per fire procedures.
- Conduct activities / programming for the session, following all applicable procedures.
- Gather back at the woodland circle for closing rituals, including a storytelling recap of the day’s activities.
- If fire has been used, extinguish completely.
- Pack up all equipment, tools, garbage, and refuse.
- Return along trail/standard route to parking area.
- Dismiss class.

## **First Aid & Medication**

### **POLICY**

Ensure first aid and required medications are available to participants in a safe manner.

### **PROCEDURES**

- Adult caretakers are responsible for providing and carrying all medication, including epi-pens, that may be required by the children in their care.

- No medications will be given to children by staff without the explicit consent of their adult caretaker or emergency contact.
- First aid kit, including burns kit, will be kept on site at all times.
- First aid kit and emergency supplies will be kept at the same location within the classroom site during each class and all participants will be made aware of this location.

## **Emergencies**

### **POLICY**

All emergencies are to be handled promptly in an appropriate manner and well documented.

### **PROCEDURES**

- Maintain emergency contact information for participants and emergency services on-site at all times.
- In the event of an emergency, immediately contact emergency services and send a competent adult to the trailhead to direct emergency personnel as needed.
- After emergency services have been contacted, contact the emergency contact on-file for that person and notify them of all information.
- Document any emergency that occurs including the date and time, who was involved, what happened, what steps were taken, and what results followed.

## **Cancellations**

### **POLICY**

Classes will be held year-round in all weathers unless the weather is dangerous. Participants will be notified of cancellations in a timely manner.

### **PROCEDURES**



- In the event of a cancellation, notify caregivers as early as possible via email and text. Post cancellation on the Facebook page as well.
- Wind cancellations will be triggered if the National Weather Service (NWS) issues a Wind Advisory.
- Storm cancellations will be triggered in the event of any thunderstorms, or if storm warnings are issued by the NWS for blizzards, hurricanes, tornadoes, etc.
- Winter weather cancellations will be triggered if schools in the same town have a snow cancellation.
- Extreme temperature cancellations will be triggered if the NWS issues a heat advisory or a wind chill advisory.
- Weather cancellations may also be called at the discretion of the Forest School Practitioner if local site conditions are deemed hazardous.

## **Child Protection**

### **POLICY**

The protection of children at our programs is of utmost importance and will be a top priority. There is a zero-tolerance policy for any verbal or physical abuse or harassment by adults.

### **PROCEDURES**

- Follow all safety and risk procedures as outlined above.
- All staff will obtain BCI background checks (see staff & training policies).
- Any adult who verbally or physically harasses or abuses the students in our program will be immediately required to leave the site, will no longer be able to attend our programs, and will be reported to the police.

## **Confidentiality & Data Protection**

### **POLICY**

All personal data provided to Northern Rhode Island Forest School, including registration information, payment information, and contact information, will be protected.

## PROCEDURES

- Use reputable and protected platforms for class registration and payments.
- Keep personal data provided secured via password protection.
- Personal information that has been printed, such as emergency contact information, will be held by staff and will not be shared unless necessary in the course of an emergency.

## Use of Photographs / Videos

### POLICY

Photographs and videos will only be used in a manner which adult caretakers consent to. Caretakers can rescind their consent at any time.

### PROCEDURES

- Provide consent forms to each caretaker giving them the options of no photograph/video use, photograph/video use only if children are unidentifiable, or all photograph/video use permitted.
- Keep record of each adult caretaker's level of consent and abide by this consent.
- If caretakers rescind their consent, immediately cease use of photographs/videos with images of the children in their care.

## Behavior

### POLICY

Northern Rhode Island Forest School values respect, tolerance, trust, and kindness. Participants are expected to model and practice these values. Our goal is to build self-esteem, independence, and motivation to learn. We also aim to promote awareness, respect, care, and empathy for other individuals and for the natural environment. We reinforce collaborative behavior; develop awareness of acceptable, responsible, and kind behavior; and develop in our students a pride in their own and others' achievements.

### PROCEDURES - STAFF

- Create a positive environment which encourages and reinforces caring, nurturing and acceptable behavior towards one another, the environment, and equipment.
- Provide opportunities for the children to have autonomy and opportunities to solve conflict without adult interference.
- Promote effective relationships in which all are accepted, valued, and treated equally.
- Establish clear standards of behavior in collaboration with students.
- Be a positive role model for all participants.
- Place the needs of the children, including needs linked to their preferred learning styles, social, and behavioral needs at the center of The Forest School planning to maximize individual success and raise self-esteem.
- Give special verbal feedback to children demonstrating acceptable, responsible and kind behavior, cooperation, empathy, and teamwork.

#### PROCEDURES - STUDENTS

- Develop and maintain an empathetic and kind attitude towards one another, the environment, and all equipment.
- Take ownership and responsibility for their own behavior.

#### PROCEDURES - CONFLICT

- Staff will first observe and allow students autonomy and an opportunity to deal with the conflict and/or solve the issue without adult assistance.
- If adult assistance is required, staff will ask how students may be able to solve the conflict/issue, allowing time for reflection or self-regulation.
- Staff will facilitate discussion, supporting students in deciding on a solution.
- If a student displays extreme or harmful behavior, adult caretakers will be asked to remove the student for the remainder of the class and to follow-up with staff to discuss potential solutions and/or next steps.

## **Communication**

### POLICY

Effective and respectful communication, whether online, over the phone, or in person, is a cornerstone of our programs.

## PROCEDURES

- Ensure proper contact information has been collected for all participants.
- Regularly communicate with participants to provide updates and information about upcoming classes.
- Respond to emails, phone calls, text messages, or social media messages promptly.
- Send emails to the mailing list with consideration to people's busy lives and full inboxes, providing useful information and updates.
- Communicate respectfully during all classes and all interactions.

## **Inclusion & Accessibility**

### POLICY

We are committed to being inclusive of all learners regardless of race, ethnicity, age, gender, religion, sexual orientation, gender identity, gender expression, disability, economic status and/or other diverse backgrounds. We commit to finding ways to increase accessibility to our programs.

### PROCEDURES

- Do not discriminate against any learners on any basis.
- Staff must undergo diversity training and commit to becoming aware of their own unconscious biases.
- Recognizing that access to our classrooms is not ADA accessible, seek opportunities, locations, and creative solutions that allow our programs to become more accessible to those with disabilities.
- Actively participate in efforts within the broader community that seek to promote more inclusive outdoor education programming.

## **Environment & Sustainability**

### POLICY

A core element of our offerings is to promote stewardship and connection with the natural world. It is our policy to safeguard the natural environment at our classroom sites, to positively impact and enhance the natural environment, and to foster a relationship between participants and the natural world.

## PROCEDURES

- Staff will complete an ecological assessment for each site at least every six months, which will outline steps to minimize negative impacts and find opportunities for positive impacts (Appendix B).
- Staff will develop and implement a three year management plan for the sustainability of each classroom site, and will evaluate and update this plan every three years (Appendix C).
- Staff will model good stewardship and caretaking of the natural environment during all program activities and discussions.
- Sustainable, reusable, and biodegradable materials will be used for our programs.
- Any and all litter and refuse will be carried out and properly disposed of.
- We will work with landowners to identify opportunities for habitat enhancement.

## Insurance

### POLICY

Northern Rhode Island Forest School will hold liability and business insurance sufficient to cover all participants and will keep these policies in good standing.

### PROCEDURES

- Obtain and keep in good standing liability and business insurance suited to the number of participants in our programs and to the type of programming provided.

# APPENDIX A

## Risk / Benefit Analysis Forms

# SITE ASSESSMENT FORM

LOCATION: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Description of site / activity / tools:**

*(owner, debris, dogs, flora & fauna, access, vehicles, water, interesting features, other comments)*

	Hazard	Harm	People at risk	Existing Preventative Measures	Probability (P) 1-5	Severity (S) 1-5	Rating (PxS) 1-25	New Preventative Measures	Who? When?	Benefits
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

**Your comments:**

**Your Recommendations**

*If visiting this site/activity/tool, your recommendations will be followed.*

**Your main concerns:**





APPENDIX B  
Ecological Assessment Form

# Phase One Survey

Description of Forest School Site		
Name of Wood / Site	Location	Grid Reference
<b>Owner</b> <i>(Including full contact details)</i>		
<b>Other Identified Stakeholders</b>		
<b>General Description: Landscape Context / Topography</b> <i>(geographical location and features e.g. alongside river, steep slopes etc.)</i>		

Woodland Description		
Flora	Trees	
	Plants	
	Fungi	
	Mosses	
Fauna	Birds	
	Mammals	
	Insects	
Abiotic Elements		
Water		
Soil		
Bedrock / Surface rock		

**Archaeological Considerations** *(if present)*

**Management History of Site**

*(e.g. when was the wood established, previous uses etc...)*

**Long Term Vision**

APPENDIX C  
Three Year Management Plan  
Example

## A Three Year Sustainable Woodland Plan: Created by Combining the Sustainability Matrix of Ecological Effects of Forest School Activities and Sustainable Management Plans

### Name of wood:

Nature Classroom at Wolf Hill Forest Preserve, Smithfield, RI

### Aims:

1. To produce a wildlife rich and resilient landscape that engages and benefits people
2. To prioritise native trees and shrubs
3. To put the children at the heart of the conservation work

### Aim 1. To produce a wildlife rich and resilient landscape that engages and benefits people

Factor	Area	Current Situation	What we want it to look like?	What actions will you take?	Ecological Considerations?	Checked by/ Managed by:	Timescale
<b>1. Fires</b>	In the center of the woodland circle in Forest School site	No fire pit or woodland circle yet, plans to create woodland circle and use a portable fire pit.	Within a circle of stump or log seating, an area that can be a focal point. Leaf litter cleared in circle center only to the extent required for safety when using portable fire pit. Leaf litter replaced when done.	<ul style="list-style-type: none"> <li>*Use locally sourced wood to avoid transporting pests.</li> <li>*Use high efficiency portable fire pit to reduce fuel amount needed</li> <li>*Ensure that all fires are fully extinguished before leaving the site</li> <li>*All fires should be lit in the fire pit, not in or on the ground.</li> <li>*Designate the fire location as a fixed site in the center of the circle</li> </ul>	<ul style="list-style-type: none"> <li>*Transporting wood to the site may introduce invasive species or pests</li> <li>* Lighting a fire on the ground will damage the soil and its chemistry, changing the way it behaves.</li> <li>*Risk of setting woodland on fire.</li> <li>*Soil compaction from regular use.</li> <li>*Fire can travel underground to roots even after extinguished</li> </ul>	Monitored by Forest Leader ensuring all fires are fully extinguished.	<p><b>Year 1:</b> create a woodland circle with a suitable radius to use the portable fire pit in the center. All safety checks to be conducted first.</p> <p><b>Year 2:</b> maintain area and evaluate wood supply</p> <p><b>Year 3:</b> maintain area and evaluate wood supply</p>

<p><b>2. Cooking</b></p>	<p>Cooking will take place in the woodland circle on the fire pit</p>	<p>*There is no fire pit yet but there are plans to use a portable fire pit in the woodland circle.</p>	<p>*A clear area for gathering the class. Seating for the class. A central point where fire pit can be placed.</p>	<p>*Any leftover food, scraps, and litter must be carried out and disposed of in bins at trailhead. *Minimal plastic and packaging-use as many natural products as possible *Limit use of natural ingredients such as white pine needles or black birch twigs</p>	<p>*Waste may attract animals to the site or increase the numbers of certain species, leading to adverse changes in biodiversity *Overuse of natural ingredients may deplete the area of resources</p>	<p>Monitored by Forest Leader and children using the site</p>	<p><b>Year 1:</b> set up and create a fire pit site in the middle of woodland circle-all safety checks to be conducted first. <b>Year 2:</b> maintain area, monitor resources <b>Year 3:</b> maintain area, monitor resources</p>
<p><b>3.Tree Climbing / Den building</b></p>	<p>Use fallen logs for balancing and climbing, Use fallen branches for den building.</p>	<p>*No trees with low branches for climbing *Abundant sturdy deadwood scattered on ground throughout site</p>	<p>*Designated climbing areas that have been assessed for stability and safety *Area of "loose parts" that can be used for den building</p>	<p>*Designate fixed locations for den building, leaving other areas free to grow as normal. *Reuse materials rather than gathering new ones *Designate fixed location for climbing to minimize disturbance of logs and ensure safety and stability.</p>	<p>*Trampling of Flora/Fauna and leaf litter as site is used. *Wearing of soil, soil compaction from regular use *Breaking leaves and sticks off living Flora for building use would deplete resources and could destroy habitats. *Damage to plants that are more sensitive to losing leaves or flowers. *Disruption of species which utilize coarse woody debris as habitat</p>	<p>Monitored by Forest Leader and children using the site</p>	<p><b>Year 1:</b> Allocate areas for den building and tree climbing. Collect assortment of "loose parts" <b>Year 2:</b> Monitor and assess resources <b>Year 3:</b> Monitor and assess resources</p>
<p><b>4.Collecting wood</b></p>	<p>To use wood across the Forest School site</p>	<p>*Abundant fallen deadwood of various sizes</p>	<p>*Using wood/sticks collected to make products/arts and crafts.</p>	<p>*Limit the frequency and evaluate the amount of dry, dead wood around the woodland before removing any. *Collect only the minimum amount needed. *Reserve specific areas for deadwood conservation *Avoid cutting live wood or standing deadwood (unless a safety concern)</p>	<p>*Disruption of leaf litter in cutting area *Using live wood would damage shrub layer and canopy layer *Disruption of species which utilize coarse woody debris as habitat *Felling standing deadwood has negative habitat impacts</p>	<p>Monitored by Forest Leader and children using the site</p>	<p><b>Year 1:</b> Designate areas where deadwood is to be conserved, fell hazardous standing deadwood <b>Year 2:</b> Monitor, fell hazardous standing deadwood <b>Year 3:</b> Monitor, fell hazardous standing deadwood</p>

<p><b>5. Collecting natural materials</b></p>	<p>To use natural materials collected across the Forest School site</p>	<p>*Abundant fallen sticks, branches, and leaves</p>	<p>*Using wood/sticks/plants and leaves collected to make products/arts and crafts.</p>	<p>*Limit the frequency and evaluate the number of natural objects collected around the woodland before removing any. *Collect only the minimum amount needed. *Reserve specific areas for deadwood conservation *Limit use of living plant materials and only harvest small amounts from a single plant</p>	<p>*Movement of ground layer *Breaking leaves and sticks off Flora for building use would deplete resources and could destroy habitats or kill plants. * Damage to plants that are more sensitive to losing leaves or flowers.</p>	<p>Monitored by Forest Leader and the children using the site</p>	<p><b>Year 1:</b> Monitor the natural materials that are being taken away and used- limit this if needed. <b>Year 2:</b> Monitor the natural materials that are being taken away and used- limit this if needed. <b>Year 3:</b> As above</p>
<p><b>6. Woodland Circle seating area</b></p>	<p>To establish a woodland circle in the Forest school site with the fire pit in the centre.</p>	<p>*A woodland circle does not yet exist on the site</p>	<p>*A clear area for gathering the class together. Seating for the class. A focal point of a defined fire area.</p>	<p>*Allocated area *Collect / cut stumps for seating and create a defined woodland circle.</p>	<p>*Trampling of Flora/Fauna as site is used. *Wearing of soil, soil compaction from regular use *breakdown or clearing of leaf litter within circle</p>	<p>Monitored by Forest Leader and the children using the site.</p>	<p><b>Year 1:</b> Collect and cut stumps to create the woodland circle area <b>Year 2:</b> Monitor the stumps and if they need replacing <b>Year 3:</b> As above</p>
<p><b>7. Pathways</b></p>	<p>To establish a defined path to the Forest School woodland circle</p>	<p>*No pathway or woodland circle yet exists within the forest school site *numerous maintained trails exist to get to the forest school site</p>	<p>*A short, clear pathway leads from the main access trail to the woodland circle</p>	<p>*Create a clear pathway connecting the woodland circle with the main access trail *Avoid cutting trees or plants</p>	<p>*Trampling of leaf litter and ground layer plants *Wearing of soil / soil compaction from regular use</p>	<p>Monitored by Forest Leader</p>	<p><b>Year 1:</b> Create a clear path to the woodland circle <b>Year 2:</b> Monitor and re-establish path if needed <b>Year 3:</b> As above</p>

**Aim 2: To Prioritise Native Trees and Shrubs**



<p><b>9. Deadwood</b></p>	<p>In Forest School Site</p>	<p>*Some standing dead in area that needs to be removed for safety</p>	<p>*Standing Dead removed and placed on the ground for habitat creation</p>	<p>*Remove standing dead trees and place on the ground for habitat creation</p>	<p>*Felling standing dead wood will destroy one type of habitat *Leaving dead wood on the ground as coarse woody debris will create new habitat</p>	<p>Monitored by Forest Leader</p>	<p><b>Year 1:</b> Standing dead to be removed and placed on ground for habitat creation in designated area. <b>Year 2:</b> Monitor and reassess <b>Year 3:</b> As above</p>
<p><b>10. Trees</b></p>	<p>Trees in and around Forest School site</p>	<p>*Mainly red oak and black birch, with some white pine and few other species</p>	<p>*Maintained good biodiversity</p>	<p>*Maintain biodiversity by avoiding cutting live wood *Monitor site for invasive species and remove as discovered</p>	<p>*This should have a positive ecological impact</p>	<p>Monitored by Forest Leader</p>	<p><b>Year 1:</b> Monitor and review for invasives control <b>Year 2:</b> As above <b>Year 3:</b> As above</p>
<p><b>11. Ground cover</b></p>	<p>Flora on the shrub and ground layers</p>	<p>*White pine seedlings and saplings, lowbush blueberry, highbush blueberry, partridgeberry</p>	<p>*Maintained good biodiversity</p>	<p>*Maintain biodiversity by avoiding cutting live wood and limiting use of living natural resources *Monitor site for invasive species and remove as discovered *Add wildlife and pollinator plants near trailheads</p>	<p>*This should have a positive ecological impact</p>	<p>Monitored by Forest Leader</p>	<p><b>Year 1:</b> Determine areas that could benefit from native plantings, Monitor and review for invasives control <b>Year 2:</b> Plant / sow / transplant transplant native species, Monitor and review for invasives control <b>Year 3:</b> Monitor success of plantings, Monitor and review for invasives control</p>

<p><b>12. Removing non-native species</b></p>	<p>Non-native species of Flora in Forest School site</p>	<p>*No invasive species yet observed within forest school site</p>	<p>* Native woodland flora grows and thrives in the Forest School site. *Non-native flora continue to be absent from site</p>	<p>*Monitor site for invasive species and remove if discovered</p>	<p>*This should have a positive ecological impact</p>	<p>Monitored by Forest School Leader</p>	<p><b>Year 1:</b> Monitor site for invasive species and remove if discovered <b>Year 2:</b> As above <b>Year 3:</b> As above</p>
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<p><b>Aim 3: To put the children at the heart of the conservation work</b></p>							
<p><b>13. Involve children in sustainable woodland management plans</b></p>	<p>Across the Forest School site and the rest of the forest preserve</p>	<p>*Some children hike the trails at the forest preserve with their parents</p>	<p>*Children will be very aware of sustainable woodland techniques and will love and care for the Forest School environment and wider environmental issues.</p>	<p>*Children will be involved first-hand in sustainable woodland management and these will be part of the Forest School Program</p>	<p>*This should have a positive ecological impact</p>	<p>Monitored by Forest School Leader</p>	<p><b>Year 1:</b> Set up the Forest School at the forest preserve <b>Year 2:</b> Monitor and review the sustainable management plans involving the children. <b>Year 3:</b> As above</p>
<p><b>14. Involve children in the creation of habitats</b></p>	<p>Across the Forest School site and the rest of the forest preserve</p>	<p>*The forest preserve has a variety of habitats including forest, lake, wetland, stream, vernal pool, and edge habitat.</p>	<p>* Habitat at the forest preserve will be protected and enhanced, especially by creating roadside habitat for pollinators</p>	<p>*Children will be involved first-hand in the creation of these different habitats and will help to look after and upkeep them.</p>	<p>* This should have a positive ecological impact.</p>	<p>Monitored by Forest School Leader and the Smithfield Land Trust</p>	<p><b>Year 1:</b> Set up the Forest School at the forest preserve <b>Year 2:</b> Plant pollinator gardens along roadside <b>Year 3:</b> Monitor plantings and remove invasive species</p>

**15. Involve children in sharing the work happening in the Forest School site with others**

Across the Forest School site and the rest of the forest preserve

\*The WRWC has begun preparing an environmental education center at the forest preserve

\*Children will be included in updates and sharing information with the Smithfield Land Trust as well as coordinating with groups such as the WRWC

\*Children will be involved first-hand in sharing their voice and their learning and experiences to others  
 \*Children may create signage, graphics, or other materials to share with other conservation groups and the land trust, or to display at the public library

\*This should have a positive ecological impact.

Monitored by Forest School Leader

**Year 1:** Set up the Forest School at the forest preserve, establish relationship with WRWC, Land Trust, and Library on ways to display children's information  
**Year 2:** Build on work started in first year and continue with additional children.  
**Year 3:** Build and develop further.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2022

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

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

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hiscox Insurance Company Inc			10200
<b>INSURED</b> Northern Rhode Island Forest School, LLC 7 Orchard Avenue Greenville RI 02828	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-5258333-CGL-22	10/13/2022	10/13/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER CANCELLATION**

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



# LIABILITY WAIVER

Thank you for being a part of the Northern Rhode Island Forest School community. We are thrilled to welcome your child to our inclusive learning program that values their innate creativity and individuality. Through place-based education, experiential learning, and immersion in nature, your child will develop socially, emotionally, physically, and academically. By connecting with nature and other learners in all seasons, your child will tap into their curiosity, build self-confidence, and become responsible stewards in the community. There are inherent risks involved in this type of education and setting and Northern Rhode Island Forest School, LLC cannot be held liable for such accidents and injury.

Please read and sign below.

By Signing Below I/We:

- I/We the parent(s) or guardian(s) hereby give my/our approval for my/our child to participate in any/all activities included in Northern Rhode Island Forest School programs. I/We will notify the teacher/staff of Northern Rhode Island Forest School, LLC should I/We chose for my/our child to avoid specific activities for any reason.

- I/We assume all risks and hazards incidental to such participation with Northern Rhode Island Forest School, LLC, including, but not limited to, activities, accidents, injury or death while at a Northern Rhode Island Forest School program or while my/our child is in the care of teachers/staff of Northern Rhode Island Forest School, LLC. I/We do hereby waive, absolve, indemnify and agree to hold harmless Northern Rhode Island Forest School, LLC and their staff and guest participants and persons teaching my/our child.

- I/We understand medical insurance will NOT be provided by Northern Rhode Island Forest School, LLC. and all medical costs incurred while in the care of Northern Rhode Island Forest School, LLC is my/our responsibility.

- I/We agree in the event of an emergency that requires immediate action before I/We can be reached for a staff member of Northern Rhode Island Forest School, LLC to use their best judgment in the treatment/care of my/our child, including but not limited to, CPR, bandaging, and taking your child to the emergency room.

Child's First & Last Name \_\_\_\_\_

Child's Birthdate \_\_\_\_\_

Child's Primary Address \_\_\_\_\_

Primary Parent/Guardian's First and Last Name\_\_\_\_\_

Primary Parent/Guardian Phone Number\_\_\_\_\_

Primary Parent/Guardian Email\_\_\_\_\_

Secondary Parent/Guardian's First and Last Name\_\_\_\_\_

Secondary Parent/Guardian Phone Number\_\_\_\_\_

Secondary Parent/Guardian Email\_\_\_\_\_

PLEASE READ CAREFULLY AND SIGN BELOW TO INDICATE YOUR AGREEMENT.

NOTE: THIS FORM INCLUDES A RELEASE OF LIABILITY.

Since participation in nature based schooling can be dangerous, Northern Rhode Island Forest School, LLC requires that all participants (or their adult parent(s) or guardians) assume all risks associated with the school year by signing this general release.

For and in consideration of my child being permitted to participate in Northern Rhode Island Forest School activities, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for damages for personal injury, permanent disability, death, or property damage which I or my child may have, or which may here after accrue to me or my child, as a result of my participation in Northern Rhode Island Forest School activities during their programs and while I or my child are at the site, on field trips, or off site in a school related activity or for any other reason. This release is intended to discharge, in advance, Northern Rhode Island Forest School, LLC, its owners, employees and agents, and any guest teachers/participants from any and all liability arising out of or connected in any way with my child's participation in the program activities.

I further understand that serious accidents occasionally occur and that participants occasionally sustain serious personal injuries, death or property damage as a consequence thereof. Knowing the risks, I have voluntarily applied for my child to attend Northern Rhode Island Forest School programs and participate in the activities of the programs and thereby agree to assume those risks to release and hold harmless Northern Rhode Island Forest School, LLC, its owners, employees or agents, or the owners or maintainers of any facility used by Northern Rhode Island Forest School, LLC for educational or recreational activities, who (through negligence or carelessness) might otherwise be liable to me or to my child (or my heirs or assigns) for damages.

I further understand and agree that this release, discharge, waiver, and assumption of risk is to be binding on my and my child's heirs, executors, administrators, and assigns.

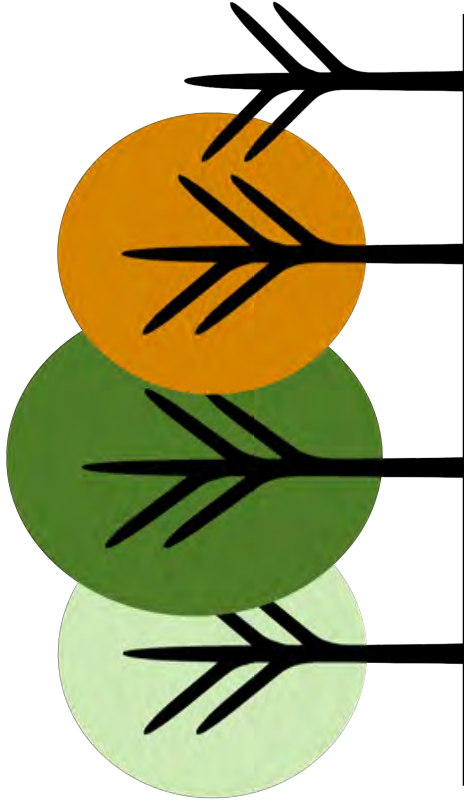
I further agree to indemnify and to hold harmless Northern Rhode Island Forest School, LLC, its owners, employees and agents, or the owners or maintainers of any facility used by Northern Rhode Island Forest School, LLC for activities, for any loss, liability damage, cost or expense which may incur as a result of any injury or property damage I or my child may sustain while participating in the activity.

I agree to comply with the program's stated and customary terms and conditions for participation according to Northern Rhode Island Forest School, LLC. If I observe any significant change with regards to my child's readiness for participation in the program, I will remove my child from the program immediately.

I have read this Informed Consent/General Release, fully understanding its terms, that I give up substantial rights by signing it, and sign it voluntarily.

Primary Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(required)

Secondary Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(optional)



---

NORTHERN RHODE ISLAND

**FOREST SCHOOL**

**Proposal for Educational Programs on  
Smithfield Land Trust Property at Wolf Hill Forest Preserve**





# MISSION STATEMENTS



## **Smithfield Land Trust**

To preserve and protect open space; wetlands; water bodies; ground and surface water resources; farmland; historical or cultural places of interest; scenic views; unusual, exceptional, or exemplary natural habitats;

To provide opportunities for research and education on natural resources on land trust held properties; and

To secure for the Town the goals and objectives set forth within the Comprehensive Plan.

*Needed: Developing and implementing educational programs for our children so that they can learn about our surrounding natural environment, its relevance to our quality of life, and the importance of preserving it.*

## **Northern Rhode Island Forest School**

Create inclusive outdoor educational programs that encourage youth development of creativity, curiosity, and individuality.

Implement experiential, place-based, inquiry-based education through year-round immersion in nature to help learners develop socially, emotionally, physically, and academically.

Offer learners opportunities and resources to support their scientific literacy and language education.

Foster a sense of community and environmental stewardship amongst learners by modeling and encouraging responsible use of the ecosystems in which we work; seek opportunities to preserve, restore, and enhance the natural spaces around us.

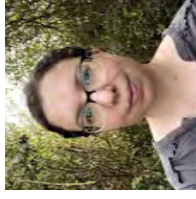
# ABOUT US



**Lindsey Baillargeon**

Lindsey is a literacy and language teacher with 14 years of experience working in the classroom in North Attleboro Public Schools. She is currently enrolled in an M. Ed. program to become a certified K-12 reading specialist, focusing on how children acquire the language and reading comprehension skills necessary to succeed in scientific disciplines. She teaches a weekly nature-based literacy class called “Wild Child Literacy” at the Office of Children, Youth, and Learning (OCYL) in Cumberland.

Lindsey is passionate about the benefits of learning in a natural setting, particularly as they apply to neurodivergent students. She sees clearly how outdoor learning supports and enhances children’s literacy and language education.



**Diana Brennan**

Diana has a B.S. in environmental science and has worked as a wetland scientist for the past 20 years. She has experience with habitat assessments, restoration projects, and sustainable development, and possesses a deep understanding of RI’s natural resources. She is currently training as a Level 3 Forest School Leader through Forest Schools Education, an internationally recognized program. Earning this certification gives Diana the skills and experience to guide learners safely and effectively.

Having experienced first-hand the power of nature to help us heal, grow, and learn, Diana is determined to fight “nature deficit disorder” by getting children and adults off of the screens and into the woods.

# WHY OUTDOOR LEARNING?

Our programs foster holistic development as we consider one's well-being, social connection, and environmental awareness to be just as important as (and arguably necessary for) one's academic achievement.

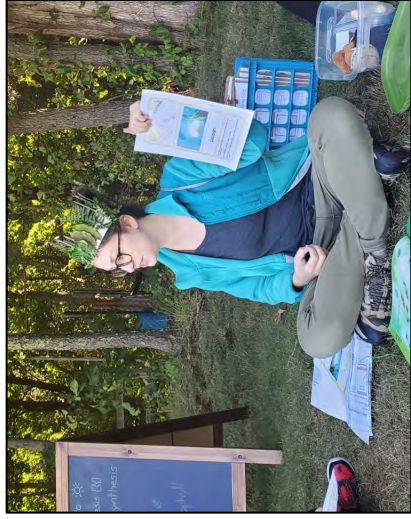
There is a growing body of research that shows the benefits of learning outdoors. Our programs would:

- Provide huge benefits to student mental health and academic performance (*Rios & Brewer, 2014*).
- Promote healthy development in a stimulating learning environment (*Louiv, 2005; Selhub & Logan, 2012; Maynard, 2007*).
- Enhance opportunities for free play, such as access to 'loose parts' that inspire creativity (*Gray, 2013; Hughes, 2009*).
- Allow learners to take appropriate risks to learn risk assessment and self-regulation (*Gill, 2010*).
- Foster social skills and peer-group relations (*Knight, 2013; Porter, 2003*).
- Nurture a connection to the natural world and an understanding of environmental stewardship (*Chawla, 2007; O'Brien, 2009*).



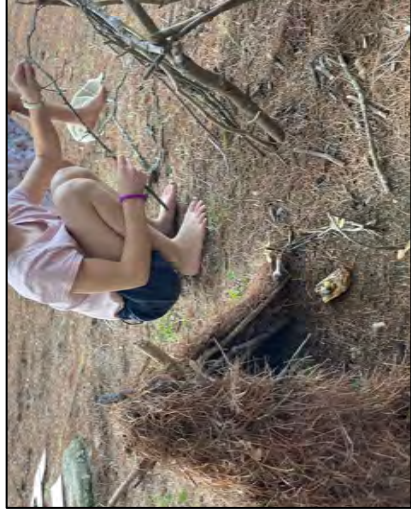
# PROGRAMS

## CURRENT



Wild Child

PreK-2nd (Fall 2022)



Forest School K-5

(Late Winter 2023)

## FUTURE

Field trip/enrichment opportunities for Smithfield Public Schools

Forest School for grades 6-12 and for grownups

Nature Journaling

And more...



# WILD CHILD

This program combines scientific literacy education with holistic forest school learning. Children are introduced to scientific vocabulary and concepts which are reinforced through learner-led, play-based experiences in the forest.

Each program is developed to suit the particular location, set of students, and season. Classes include a shared read-aloud, nature walk, and child-led exploration in the forest. At the end of each class, vocabulary and concepts are reinforced and experiences are shared through ritual, storytelling, and/or creating artwork together. In addition, parents receive weekly tips and resources on how they can further support their child's literacy and language development at home.

Our program is designed to enrich both the adult's and child's appreciation for nature while fostering a sense of community rooted in caregiver-child relationships.



# WILD CHILD FOREST SCHOOL



# FOREST SCHOOL

This program follows the well-established methodologies of European and Canadian Forest Schools. Led by a certified Forest School Practitioner, these outdoor, year-round programs use an experiential, learner-led approach to help each individual develop a love of learning and confidently explore the world. By focusing on the holistic needs of each learner, participants can grow and thrive socially, emotionally, physically, and academically. Each program is developed to suit the particular location, set of students, and season.

Subjects explored experientially in the forest, with students taking the lead, include science, physics and engineering, physical education, vocabulary and literacy, art, history, and more. Students also practice communication and collaboration as well as risk analysis and management. This holistic, experiential learning helps children thrive in academics and life.



# FOREST SCHOOL





# PROGRAM IMPLEMENTATION

- Outdoors year-round in woodland (canceled in dangerous weather)
- Northern RI Forest School charges \$125 per student for a 6-week program
- Parent/guardian remains on-site (goal: drop-off program in the future)
- 10:1 student/teacher ratio



# PROGRAM RESPONSIBILITIES



## **Northern Rhode Island Forest School Provides**

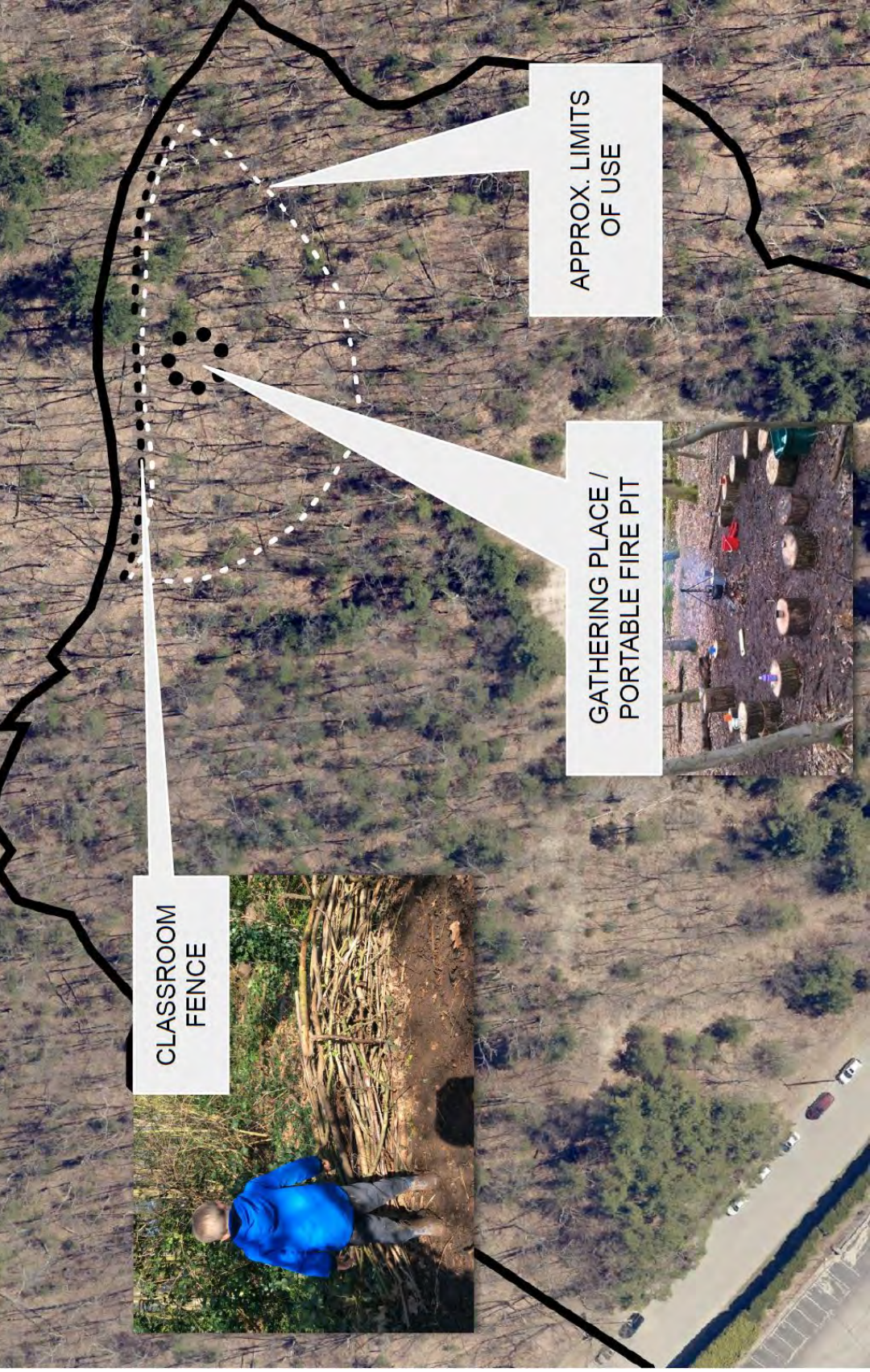
- Woodland classroom preparation / development
- Site ecological impact assessment & management plan
- Site & activity risk assessments
- Program policies & procedures
- Program planning, delivery, and resources
- Liability and business insurance
- Trained Staff
  - Forest School Level 3 Practitioner / Forest School Level 1 Assistant
  - K-12 Reading Specialist
  - First Aid / CPR Certified
  - Background Checks

## **Smithfield Land Trust Provides**

- Dedicated woodland classroom location at Wolf Hill Forest Preserve (see map).



# WOLF HILL FOREST CLASSROOM



CLASSROOM  
FENCE



GATHERING PLACE /  
PORTABLE FIRE PIT



APPROX. LIMITS  
OF USE

# THANK YOU

It is clear that Smithfield values both education and stewardship of our natural resources. By upholding these values and encouraging the development of new programs and partnerships, Smithfield is becoming a state-wide leader in providing innovative, effective outdoor educational opportunities to the community. We appreciate the example this sets for other towns.

Northern Rhode Island Forest School would be proud to be a part of Smithfield's system of outdoor learning opportunities.

<https://www.nriforestschool.com/>



# REFERENCES

- José M. Rios & Jessica Brewer (2014) Outdoor Education and Science Achievement, *Applied Environmental Education & Communication*, 13:4, 234-240, DOI: 10.1080/1533015X.2015.975084
- Chawla, L. (2007). Childhood experiences associated with care for the natural world: A theoretical framework for empirical results. *Children, Youth and Environments*, 17(4), 144-170.
- Gill, T. (2010). *No Fear: Growing up in a risk averse society*, London: Colouste Gulbenkian Foundation.
- Gray, P. (2013). *Free to Learn*, New York: Basic Books.
- Hughes, F. (2009) *Children, Play, and Development*, London: SAGE Publications, Ltd.
- Knight, S. (2013). *International Perspectives on Forest School: Natural Spaces to Play and Learn*, London: SAGE Publications Ltd.
- Louv, R. (2005). *The Last Child in the Woods: Saving our Children From Nature-deficit Disorder*, Chapel Hill, NC: Algonquin Books.
- Maynard, T. (2007) Forest Schools in Great Britain: an initial exploration. *Contemporary Issues in Early Childhood* 8(4): 320-331.
- O'Brien, L. (2009). Learning outdoors: the Forest School approach, *Education* 3-13, 37(1), 45-60.
- Porter L. (2003). *Young Children's Behaviour 2<sup>nd</sup> Edition*, London: Paul Chapman Publishing.



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

**PLANNING DEPARTMENT**

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

## MEMORANDUM

**DATE:** January 25, 2023  
**TO:** Smithfield Town Council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Allocation of In-lieu of Fees

Gemini Housing, the development arm of the Smithfield Housing Authority has been negotiating with the owner of a 3.79 acre lot on Wadsworth Avenue in the southeastern part of Town to construct an affordable housing development. Gemini, as it did with the Georgiaville Village Green project completed in 2019, is requesting that the Town allocate in-lieu of funds to help Gemini acquire the property. In addition to the Town's allocation of funds, Gemini would be seeking Rhode Island Housing Acquisition grant funding to complete the purchase and would secure RI Low Income Housing Tax Credits and other available funding to construct the project.

Gemini has developed a conceptual design of a 38-unit LMI development on the subject lot (See Attached). The development would consist of 2 and 3 bedroom rental units that would be made available to individuals and families at or below 60% of the area median income (AMI).

The Town currently has a balance of \$204,000 in the Affordable Housing/Fee In-lieu account. The Town collects these funds from developer's that opt to pay a fee in-lieu of building affordable housing as is allowed under Section 5.10, M of the Town's Inclusionary Zoning provisions. All in-lieu payments collected are to be allocated and spent for the creation and development of affordable housing within the Town.

Projects such as this are reviewed in accordance with the Low and Moderate Income Housing Act, R.I.G.L. 45-53 and Article 12 of the Zoning Ordinance. This act provides for expedited review of Comprehensive Permit applications by a single Board; in Smithfield, the Planning Board has been designated as the Board of Review.

There are a number of Goals, Policies and Actions listed in the Comprehensive Plan that call for the Town to work with the Housing Authority/Gemini Housing to increase the number of LMI units in the community (See Attached Excerpts from Comprehensive Plan). The Planning Department believes that the development proposed by Gemini Housing will meet all the Comprehensive Permit Project criteria listed in Article 12 of the Zoning Ordinance and, that Gemini Housing will be able to secure the necessary funding to purchase the land and construct the development.

The Town currently has 435 units that are considered affordable housing under 45-53, this represents 5.54% of our total housing stock. The Town needs developments such as this that make all of the proposed units available to low and moderate income individuals and families if it is going to reach the 10% goal.

**Recommended Motion:** That the Town Council allocate the entire balance of the funds in the Fee In-lieu of account to Gemini Housing to assist with the acquisition of Assessor's Plat 42, Lot 130.

Attachments:

Conceptual Design Proposal - 0 Wadsworth Avenue

Locus Map - Plat 42, Lot 130

Excerpt from the Smithfield Comprehensive Community Plan - Goals Policies and Actions

Smithfield LMI Housing Table - RI Housing 2022

## **Smithfield Comprehensive Community Plan – Housing Goals, Policies and Actions**

### **GOAL H-1:**

#### **MAXIMIZE THE QUALITY, ACCESSIBILITY AND VARIETY OF RESIDENTIAL STRUCTURES AND NEIGHBORHOODS.**

**POLICY H-1.1** Promote development of a variety of housing, in terms of type, cost, size, location and design, to meet the broad range of needs and desires of homeowners and renters, and of all income groups and family sizes.

**POLICY H-1.2** Support the activities of the Town’s Housing Authority to increase its ability to serve the types of households who need their services most, whether families, single adults, elderly citizens or those with special needs.

**POLICY H-1.3** Support the activities of area non-profit housing organizations to secure sites and funding for affordable housing projects.

**POLICY H-1.5** Encourage and support optimum location of new housing in terms of its relationships to transportation, pollution control, municipal water and sewer service, education and other public facilities and services; employment opportunities and commercial and community services; and adjacent land uses.

**POLICY H-1.6** Support the activities of the Smithfield Housing Authority toward achieving a mix of affordable rental units which meet the different needs of local families and individuals.

**POLICY H-2.2** Assist the Smithfield Housing Authority in identifying sites and securing funding for new LMI housing development and securing Community Development Block Grant (CDBG) and other funding to maintain and improve existing housing units.

### **GOAL H-5:**

#### **MEET THE HOUSING NEEDS OF THE TOWN’S PRESENT AND FUTURE POPULATION.**

**POLICY H-5.1** Meet the state’s mandated affordable housing requirement.

**Action H-5.1a** Work with for-profit and non-profit developers to increase the number of LMI housing units using the eight Low and Moderate Income Housing Strategies in the Housing Chapter of this Comprehensive Plan.



Development	Municipality	Population	Housing Type	Building Address	Total LMH Units	Subsidy Type	Income Limits	ZIP Code
McIntosh Estates	Smithfield	Elderly	Rental	7 Church St. (Pilar 44, Lor 71A)	46	HOME, HUD 202	50%	02917
Greenville Manor	Smithfield	Elderly	Rental	20 Higgins Lane	50	Public Housing	30%, 50%, 80%	02917
Georgiaville Manor	Smithfield	Elderly	Rental	6 Village Drive	140	LHTC	30%, 50%, 80%	02917
Esmond Village	Smithfield	Elderly	Rental	6 Village Drive	140	LHTC	30%, 50%, 80%	02917
The Oaks at Harris Rd	Smithfield	Family	Homeownership	4A, 5B, 8A, 14A Morgan Lane	4	Municipal Subsidy	120%	
Stone Post Estates	Smithfield	Family	Homeownership	84, 84B Smith St	2	Municipal Subsidy		
Residences at Limebrook Condominium	Smithfield	Family	Homeownership	1B, 2A, 3B, 4A, 5B Fallway Dr	5	Municipal Subsidy	100%	
Dean Pine Condominiums	Smithfield	Family	Homeownership	1B, 1C, 2B, 3B, 3C, 4B, 4C, 5B, 6B, 8B, 8C, 10B, 10C, 12C Nicole Circle, 1B, 1C, 2	24	Municipal Subsidy	100%	
Country Hill Estates	Smithfield	Family	Homeownership	27 Whipple Rd.	5	Municipal Subsidy		
Smith Street	Smithfield	Family	Rental	35A Smith Street	1			
Georgiaville Village Green	Smithfield	Family	Rental	29 Whipple Avenue	42	LHTC, Thresholds, ARP		02917
Group Home Beds	Smithfield	Special Needs	N/A	N/A	62	Group Home Beds		
<b>Total</b>					<b>435</b>			

Statewide LMIH Summary

Municipality	Total	Elderly	Elderly/Disabled	Family	Special Needs	LMIH% Requirement Met
Barrington	212	60	0	121	31	3.38% No
Bristol	522	357	0	97	68	5.79% No
Burrillville	635	242	0	375	18	10.26% Yes
Central Falls	819	303	0	464	52	10.96% Yes
Charlestown	137	56	0	30	51	3.92% No
Coventry	733	241	195	271	26	5.21% No
Cranston	1813	1348	0	205	260	5.50% Yes
Cumberland	824	621	0	157	46	6.00% No
East Greenwich	294	141	0	118	35	5.50% No
East Providence	2100	1390	0	614	96	9.83% Yes
Exeter	147	4	0	42	101	5.99% No
Foster	36	30	0	0	6	2.05% No
Gloucester	86	62	0	12	12	2.23% No
Hopkinton	239	189	0	23	27	7.09% No
Jamestown	116	66	0	34	16	4.59% No
Johnston	991	737	0	129	125	8.00% No
Lincoln	611	136	246	194	35	6.78% No
Little Compton	9	0	0	9	0	0.56% No
Middletown	355	94	0	167	94	5.16% No
Narragansett	273	108	0	133	32	3.81% No
New Shoreham	58	0	0	58	0	10.45% Yes
Newport	1853	462	0	1206	185	15.90% Yes
North Kingstown	989	355	0	455	179	9.03% No
North Providence	1006	923	0	14	69	6.57% Yes
North Smithfield	414	296	0	60	58	8.20% No
Pawtucket	2771	1409	0	1166	196	8.67% Yes
Portsmouth	204	167	0	13	24	2.75% No
Providence	10605	3850	541	5332	882	14.90% Yes
Richmond	108	0	0	62	46	3.71% No
Scituate	33	24	0	3	6	0.80% No
Smithfield	435	290	0	83	62	5.54% No
South Kingstown	599	343	0	167	89	5.50% No
Tiverton	369	120	0	218	31	5.17% No
Warren	213	0	0	160	53	4.23% No
Warwick	2038	1657	0	150	231	5.47% Yes
West Greenwich	28	0	0	20	8	1.20% No
West Warwick	1104	700	0	295	109	7.99% Yes



# TOWN OF SMITHFIELD


## DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

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### MEMORANDUM

Date: January 19, 2023  
To: Honorable Town Council  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Public Works Director 

**RE: WR 30708477 – Mowry Road – Installation of Pole 4 and 5**

Please be advised that I have reviewed the application to install two new poles, Pole 4 and Pole 5, on Mowry Road, as described in the attached petition, and find the proposed locations acceptable.

***Financial Impact:***

The costs associated with this work are by RI Energy.

***Recommendation:***

That the Smithfield Town Council approve the pole petition WR30708477 from RI Energy Co. to install two new poles on Mowry Road as described in the attached petition.

**Moved:** *That the Smithfield Town Council approve the pole petition WR30708477 from RI Energy Co. to install two new poles on Mowry Road as described in the attached petition.*

10000 Copy



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

January 11, 2023

To Whom It May Concern:



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

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

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

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

Very truly yours,

  
Christopher Montalto,  
Distribution Design 

Enclosures

RECEIVED

JAN 17 2023



**Rhode Island  
Energy**  
a PPL company

SMITHFIELD TOWN CLERK

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

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

**THE NARRAGANSETT ELECTRIC & Verizon New England Inc.,**

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

**Mowry Rd  
Installing new poles P4 and P5**

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

**WR# 30708477**

**Dated 1/7/2022**

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

NARRAGANSETT ELECTRIC

BY: Christopher Montalto

VERIZON NEW ENGLAND, INC.

BY: Daryl Cusumano  
ORDER 1/11/23

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

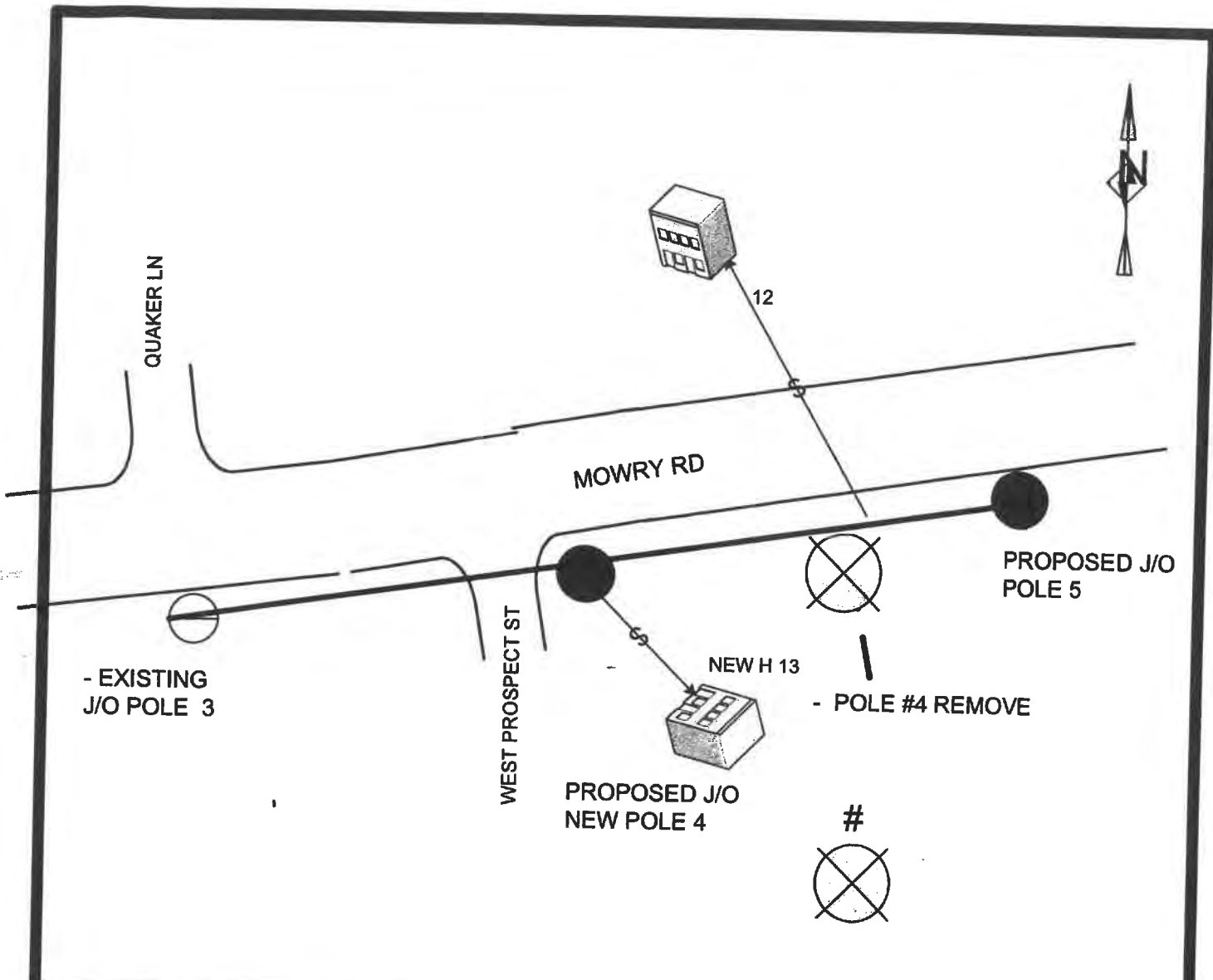
\_\_\_\_\_

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






\_\_\_\_\_

A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page \_\_\_\_\_



**TOWN PETITION  
LEGEND**

-  - PROPOSED J/O POLE
-  - EXISTING J/O POLE
-  secondary
-  service
-  - POLE REMOVE

**nationalgrid**

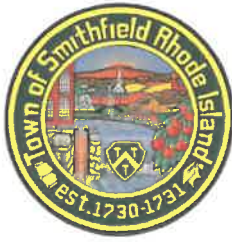
**Exhibit 'A' Not to Scale**  
The exact location of said Facilities to be Established by and upon the installation and Erection of the Facilities thereof.

RUSS REILLY 13 MOWRY RD SMITHFIELD

Scale: NOT TO SCALE  
Date: 01/07/2023  
Drawn By: DEPINF

Approved By:

**WR # 30708477**



# TOWN OF SMITHFIELD


## DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

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### MEMORANDUM

Date: January 25, 2023  
To: Honorable Town Council  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Public Works Director 

**RE: WR 30726357 – Log Road – Installation of Pole 38-2**

Please be advised that I have reviewed the application to install one new pole, Pole 38-2, on Log Road, as described in the attached petition, and find the proposed location acceptable.

***Financial Impact:***

The costs associated with this work are by RI Energy.

***Recommendation:***

That the Smithfield Town Council approve the pole petition WR30726357 from RI Energy Co. to install one new pole on Log Road as described in the attached petition.

***Moved: That the Smithfield Town Council approve the pole petition WR30726357 from RI Energy Co. to install one new pole on Log Road as described in the attached petition.***

Town Copy



RECEIVED

JAN 24 2023

SMITHFIELD TOWN CLERK

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

January 19, 2023

To Whom It May Concern:

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

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

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

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

Very truly yours,

  
Christopher Montalto,  
Distribution Design 

Enclosures



**Rhode Island  
Energy™**  
a PPL company

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

Town of Smithfield  
Town Clerk  
64 Farnum Pike  
Smithfield, RI 02910

**THE NARRAGANSETT ELECTRIC & Verizon New England Inc.,**

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

**Log Rd  
Proposed J/O Pole 38-2 4' from road**

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

**WR# 30726357**

**Dated 1/18/2023**

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

NARRAGANSETT ELECTRIC

BY: *Christopher Montalto*

VERIZON NEW ENGLAND, INC.

BY  
ORDER

*Daryl Crossman*  
1/19/23

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

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

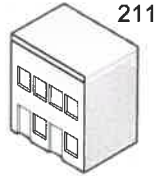
A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page \_\_\_\_\_





DRIVEWAY

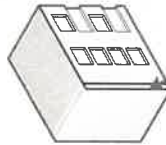


211

- EXISTING J/O POLE 38

LOG ROAD

216 NEW HOUSE



PROPOSED J/O  
POLE 38-2 4'  
FROM ROAD

### TOWN PETITION LEGEND



- PROPOSED J/O POLE

- EXISTING J/O POLE

— - SECONDARY

# nationalgrid

#### Exhibit 'A' Not to Scale

The exact location of said Facilities to be  
Established by and upon the installation and  
Erection of the Facilities thereof.

ASG BUILDERS LLC  
216 LOG RD SMITHFIELD

Scale: **NOT TO SCALE**

Date: 1/18/23

Drawn By: DEPINF

Approved By:

**WR # 30726357**



# TOWN OF SMITHFIELD

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## INTEROFFICE MEMORANDUM

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** REPLACE HVAC COOLING UNITS (CONSISTING OF OUTDOOR CONDENSING UNITS AND INDOOR WALL EVAPORATORS) IN THE TOWN MANAGER'S OFFICE & EXECUTIVE ASSISTANT'S OFFICE USING THE STATE OF RI MASTER PURCHASING AGREEMENT (MPA) 136

**DATE:** JANUARY 25, 2023

**CC:** RANDY R. ROSSI, TOWN MANAGER  
DANIEELLE CAREY, FINANCE DIRECTOR

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### **Background:**

On October 12, 2022 the Purchasing Agent solicited proposals to the twenty (20) contractors approved by the State under MPA-136 to perform HVAC Maintenance, Repair and Installation. For an optimum cost comparison the Purchasing Agent also reached out to two (2) other contractors not on the State of RI MPA list that are capable of performing this type of work.

Of the twenty (20) contractors on the State's MPA list, five (5) contractor's submitted proposals and both contractors not on the MPA list submitted proposals. There are total of three (7) proposals received.

The qualified proposal with the lowest cost is from JMB Mechanical located at 1008 Plainfield Street, Johnston, RI 02919 and is a contractor listed under the State of RI MPA-136 for an amount not to exceed \$15,750.00.

### **Financial:**

### **Recommendation:**

It is the Purchasing Agent's recommendation to approve the lowest cost, qualified proposal from JMB Mechanical located at 1008 Plainfield Street, Johnston, RI 02919 and is a contractor listed under the State of RI MPA-136 for an amount not to exceed \$15,750.00.

### **MOVED:**

That the Smithfield Town Council hereby awards the bid to replace the two (2) cooling Evaporator units (HVAC), one (1) unit located in the Town Manager's Office & one (1) unit located in the Executive Assistant's office and outdoor condensing units. Utilizing the State of RI Master Purchasing Agreement (MPA) 136 to the lowest cost qualified contractor; JMB Mechanical located at 1008 Plainfield Street, Johnston, RI 02919 who is a contractor listed under the State of RI MPA-136 for an amount not to exceed \$15,750.00.

Contract # MPA136 OE FY22    **MPA 136 OE HVAC Maintenance, Repair and Installation**    **Solicitation Number: OEV21000403**

MPA 136 Open Enrollment, provide a full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system. This MPA is an Open Enrollment (formerly known as Continuous Improvement). Please see the Bid Board for further information on submitting a bid response. This MPA can be used can be used for Emergency Response. RIEMPA

Contract Period: Issue Date: Apr 7, 2021 - Award Date: Apr 7, 2021 - Effective Date: May 1, 2021 - Expiration Date: May 1, 2024

COMPANY NAME	Contact Name	Email	Phone
• ARDEN ENGINEERING CONSTRUCTORS LLC	Katie Spatcher	<a href="mailto:kspatcher@ardeneng.com">kspatcher@ardeneng.com</a>	401-727-3500
• ATLANTIC CONTROL SYSTEMS INC	JAMES GRUNDY	<a href="mailto:JJM@ATLANTICCONTROLSYSTEMS.COM">JJM@ATLANTICCONTROLSYSTEMS.COM</a>	401-294-1560
• AUTOMATIC TEMPERATURE CONTROLS INC	Samantha Mazzie	<a href="mailto:smazzie@autotempcontrols.com">smazzie@autotempcontrols.com</a>	401-946-5780
• Aero Mechanical, Inc.	Bruce Baker	<a href="mailto:bruceb@aeroinc.com">bruceb@aeroinc.com</a>	401-751-8880-
• CAM HVAC & CONSTRUCTION INC	Catherine Andrade	<a href="mailto:cathy@camhvac.com">cathy@camhvac.com</a>	401-232-7230
• COYNE MECHANICAL INC	TIMOTHY COYNE	<a href="mailto:TIM@COYNEMECH.COM">TIM@COYNEMECH.COM</a>	401-447-7996
• Coldmasters Temperature Control	Elizabeth Yepez	<a href="mailto:eyepez@coldmasters.com">eyepez@coldmasters.com</a>	401-831-0361
• DELTA MECHANICAL CONTRACTORS LLC	Bruce Bookbinder	<a href="mailto:b.bookbinder@deltamechl.com">b.bookbinder@deltamechl.com</a>	401-737-3500
• Daikin Applied Americas, Inc.	Stephanie Luz	<a href="mailto:stephanie.luz@daikinapplied.com">stephanie.luz@daikinapplied.com</a>	508-479-1454-
• ENE SYSTEMS INC	Paul Murphy	<a href="mailto:pmurphy@enesystems.com">pmurphy@enesystems.com</a>	781-710-1666-
• J. Zarrella Plumbing & Heating Co., Inc.	Michael Lannie	<a href="mailto:michaellannie@gmail.com">michaellannie@gmail.com</a>	401-481-2189
• JMB MECHANICAL INC	Jodie Bellucci	<a href="mailto:jodie@jmbmechanical.com">jodie@jmbmechanical.com</a>	401-944-7500
• JOHNSON CONTROLS	KIM STRADFORD	<a href="mailto:kim.stradford@jci.com">kim.stradford@jci.com</a>	860-227-8934
• NEXGEN MECHANICAL INC	DAVID MCCURRY	<a href="mailto:david@nexgenmechanical.com">david@nexgenmechanical.com</a>	401-921-3211-
• SIEMENS INDUSTRY INC	PAUL ALLISON	<a href="mailto:PAUL.ALLISON@SIEMENS.COM">PAUL.ALLISON@SIEMENS.COM</a>	616-538-1611

COMPANY NAME	Contact Name	Email	Phone
• Sarra Engineering	James Calcione	<a href="mailto:james@sarraengineering.com">james@sarraengineering.com</a>	401-942-1050
• Southern Mechanical LLC	Thomas Vessella	<a href="mailto:tvessella@energy-one.com">tvessella@energy-one.com</a>	401-823-1800-
• Summit Heating Service, Inc.	James Halpin II	<a href="mailto:Summitheating@verizon.net">Summitheating@verizon.net</a>	401-392-0421-
• Temptec Mechanical LLC	Nancy Haight	<a href="mailto:nancy@temptecri.com">nancy@temptecri.com</a>	401-228-3533-
• Trane US Inc.	DAVID KRUGMAN	<a href="mailto:dave.krugman@tranetechnologies.com">dave.krugman@tranetechnologies.com</a>	401-644-3212-



# TOWN OF SMITHFIELD

## BID TABULATION

DATE: October 24, 2022 - UPDATED: January 25, 2023

**PROJECT:** Town Hall - Replace cooling units in the Manager's Office & Executive Assistant's Office - using RI Master Purchasing Agreement (MPA) 136

PREPARED BY: CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	TOTAL COST
DELTA MECHANICAL 44 WILCLAR STREET WARWICK, RI 02886	PHONE: 401-737-3500 JASON CARREIRO	\$ 21,353.10
ARDEN ENGINEERING 505 NARRAGANSETT PARK DR PAWTUCKET, RI 02861	PHONE: 401-727-3500 JUSTIN WINPENNY	\$ 28,280.00
AUTOMATIC TEMP.CONTROLS 95 CONNECTICUT STREET CRANSTON, RI 02920	PHONE: 401-946-5780 MIKE WHITE	\$ 25,825.00
AERO MECHANICAL 10 LEAH STREET JOHNSTON, RI 02919	PHONE 401-751-8880 DONALD LEHNER	\$ 34,710.00
EMCOR SERVICES 203 CONCORD ST. SUITE 421 PAWTUCKET, RI 02860	PHONE: 401-728-9211 BRIAN PAQUIN	\$ 35,790.00
JD MECHANICAL INC. PO BOX 423 GREENVILLE, RI 02828	PHONE: 401-265-6558 JOSEPH DAIGLE	\$ 22,650.00
JMB MECHANICAL 1008 PLANFIELD STREET JOHNSTON, RI 02919	PHONE: 944-7500 ALBERT PAUL	\$ 15,750.00

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



# TOWN OF SMITHFIELD

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## INTEROFFICE MEMORANDUM

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** GYMNASIUM ATHLETIC WALL PADDING AT GALLAGHER MIDDLE SCHOOL UNDER THE SOURCEWELL PURCHASING COOPERATIVE, CONTRACT # 071819-PTA.

**DATE:** JANUARY 30, 2023

**CC:** RANDY ROSSI, TOWN MANAGER  
DANIELLE CAREY, FINANCE DIRECTOR  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS  
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS  
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

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### **Background:**

On December 8, 2022 the Purchasing Agent on behalf of the Director of Buildings & Grounds solicited bids for Athletic Wall Padding at Gallagher Middle School Gymnasium. A specific manufacturer was specified, Porter Athletic Equipment. Porter Athletic Equipment maintains a Government Contract through the Sourcewell Purchasing Cooperative, Contract # 071819-PTA, to help municipalities with discounted pricing on their Gymnasium Athletic Equipment. Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042 is the only supplier/distributor in the New England Region of the US that is authorized to sell and install this specific brand.

At the February 6, 2023, School Committee Meeting, the members voted to approve the recommendation to award the Athletic Wall Padding for the Gymnasium at Gallagher Middle School utilizing the Sourcewell Purchasing Cooperative, Contract # 071819-PTA, to Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042 for an amount not to exceed \$19,263.00.

### **Financial:**

School Capital Improvement Fund 22-23

### **Recommendation:**

Recommendation to approve the only qualified proposal from Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042, utilizing the Sourcewell Purchasing Cooperative, Contract # 071819-PTA, at a cost not to exceed \$19,263.00.

### **Moved:**

That the Smithfield Town Council hereby award the bid for Athletic Wall Padding at Gallagher Middle School Gymnasium, utilizing the Sourcewell Purchasing Cooperative Contract # 071819-PTA, to Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042 with a cost not to exceed \$19,263.00.



# TOWN OF SMITHFIELD

## BID TABULATION

DATE: January 12, 2023

PROJECT: Gymnasium Porter Athletic Wall Padding at Gallagher Middle School  
using Sourcewell Contract # 071819-PTA

PREPARED BY: CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	QUOTED COST
Robert H. Lord Co 220 Chapel Road Manchester, CT 06042	Jon Lord 860-645-8700	\$19,263.00

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



ROBERT H. LORD CO.

# GYMNASIUM EQUIPMENT QUOTATION (Sourcewell Purchasing Contract)

To: Mr. Carlos Santos-- Purchasing Agent

Date: January 20th, 2023

From: Robert H. Lord Co.  
Address: 220 Chapel Road  
Manchester, CT 06042

Project: Gallagher Middle School  
Address: 10 Indian Run Trail  
Smithfield, RI 02917

Phone: 860-645-8700  
Fax: 860-645-9100

Architect: None Known  
Addenda(s): None Known  
Section(s): None Known

**Bid Price: \$19,263.00**

The Robert H. Lord Company, Inc. proposes to furnish, subject to the conditions below, excluding sales tax, Porter Athletic Equipment Co. standard style Gymnasium Equipment. Standards include, but are not limited to, construction, materials and/or finishes, unless otherwise noted.

Price Based on: Furnishing & Installing – Material below, using these wages: OPEN SHOP

## QTY.'S

### Wall Padding

100	560-000	DuraSafe Pad 2'-0" x 6'-0" x 2" with 1" Nailing Margin
2	560-28SP	Custom DuraSafe Pad 2'-0" x 6'-0" to 8'-0"

### VOLUNTARY ALTERNATES:

Daktronics Scoreboard #BB-2153

Approx. Size- 6'-0" X 8'-0"

To Include the following: Team name, Radio Reciever, Border Stripe, Battery Kit  
Hard Sided Carrying Case, Protective Screen, Indoor Border Stripe, Double Bonus  
Indicator

ADD: \$19,600.00

### BID CLARIFICATIONS:

1 All pricing listed above is based on delivery and installation at one time.

### Exclusions:

Notes, Exclusions plus Terms Conditions outlined on page two are considered part of the quotation documents.



- 
1. Sales Tax, Performance, Materials and Payment Bonds, O.C.I.P. or C.C.I.P.
  2. Cost and responsibility of storing materials, if installation cannot be started at the time of delivery.
  3. Permits of any type.
  4. Final Electrical Connection to be by others.
  5. Floor Protection.
  6. Pollution Insurance

**Notes:**

- 
1. All backstop and divider curtain structure to be FLAT BLACK POWDER COAT.
  2. Quotation includes direct attachment of ceiling suspended item to the trusses with no interference with Ductwork, Fixtures or Other Obstructions.
  3. Quote includes work performed during standard work hours, and on the concrete slab prior to installation of the finished floor.
  4. If gymnasium equipment installation work must be done on the finished floor, the floor protection is by others.
  5. **Mat Hoist to be attached to steel supplied by others. All attachment steel must be approved by a structural engineer or the architect.**

**Warranty Information:**

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Wall Pads: 5 Year  
Backstop Masts & Structure: 25 Years (Lifetime unavailable). Winches: 5 Years, Glass Backboards: Limited Lifetime  
Curtains: 1 Year  
Mat Hoist: 1 Year  
Volleyball Sleeves: 1 year

**Terms and Conditions:**

- 
1. Shipment will be **60 to 90** days after receipt of all milestone information, i.e. – Submittal approval, colors and field dimensions.
  2. Quotation net prices will remain firm for **30** days for shipment on or before, **6/30/2023**, after which we reserve the right to re-quote this project.
  3. The above pricing does not include any Federal, State, Local, Manufacturers, Excise or other taxes unless specifically mentioned in the above quotation
  4. Shop Drawings will be submitted within **4 to 6** weeks after acknowledgement of purchase order and/or contract.
  5. This quotation is based on our submitting progress invoices, covering material as shipped and installation as completed. Terms for each invoice are NET 30 days from date of invoice and a finance charge of 1.5% (18% APR) per month will be assessed on all accounts that have a balance thirty or more days past due.
  6. In the event of a default by non-payment and the institution of collection procedures, the customer and/or guarantor agree to be responsible for all costs of collection, including attorney's fees.
  7. All parties hereto agree to submit to the jurisdiction of the State of Connecticut as the proper venue for any lawsuit filed to enforce collection of monies due or regarding any service and/or product dispute.
  8. Delivery and installation based upon the nearest quarter or completion date on/or about: **7/15/2023**
  9. For any work beyond this period our quotation is **NOT** valid, and must be refigured. In the case of an later completion date, from what was specified in the bid documents, we reserve the right to review, with our manufacturer, what impact, if any, the revised date has on our quotation. Any cost increases will be passed on to you, to be processed as a contract addition by change order.
  10. The General Contractor/Owner to supply elevator or hoist, if needed, at no charge to the **Robert H. Lord Company, Inc.**
  11. The General Contractor/Owner to supply use of dumpsters at no charge to the **Robert H. Lord Company, Inc.**
  12. The prices quoted in this proposal are an offer to do business with your firm subject to credit approval by the **Robert H. Lord Company, Inc.**, and in addition, approval of the contract forms.
  13. The General Contractor/Owner is responsible for providing adequate lighting for installation.
  14. The **Robert H. Lord Company, Inc.** will not accept any back charges unless prior written approval is obtained from the RHL project manager.
  15. **THE ROBERT H. LORD QUOTATION FOR THIS PROJECT MUST BE MADE A PART OF THE CONTRACT.**

Please contact Roy McNally at (860) 512-2128 for price confirmation at the time of contract award.

Respectfully,

*Jon Lord*

Dwight Ballard  
Sales Associate (860) 729-9215 Cell

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

Accepted: \_\_\_\_\_



# TOWN OF SMITHFIELD

---

## INTEROFFICE MEMORANDUM

---

**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** GYMNASIUM RETRACTABLE BLEACHERS AT GALLAGHER MIDDLE SCHOOL THROUGH THE MASSACHUSETTS HIGHER EDUCATION CONSORTIUM (MHEC) PURCHASING COOPERATIVE, CONTRACT # MC11-C07.

**DATE:** JANUARY 30, 2023

**CC:** RANDY ROSSI, TOWN MANAGER  
DANIELLE CAREY, FINANCE DIRECTOR  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS  
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS  
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

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### **Background:**

On December 8, 2022 the Purchasing Agent on behalf of the Director of Buildings & Grounds solicited bids for Gymnasium Retractable Bleachers at Gallagher Middle School. A specific manufacturer was specified for the bleachers, Hussey Seating Company, this company has only one supplier/distributor in the New England Region of the US that is authorized to sell and install this specific brand. That supplier is, Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042.

Hussey Seating Company maintains a Government Contract through the Massachusetts Higher Education Consortium (MHEC) Purchasing Cooperative, Contract # MC11-C07, to provide municipalities with discounted pricing on bleachers.

At the February 6, 2023, School Committee Meeting, the members voted to approve the recommendation to award the Gymnasium Retractable Bleachers at Gallagher Middle School Gymnasium to Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042 utilizing the utilizing the Massachusetts Higher Education Consortium (MHEC) Purchasing Cooperative, Contract # MC11-C07, at a cost not to exceed \$63,325.00.

### **Financial:**

School Capital Improvement Fund 22-23

### **Recommendation:**

Recommendation to approve the only qualified proposal from Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042, through the Massachusetts Higher Education Consortium (MHEC) Purchasing Cooperative, Contract # MC11-C07, at a cost not to exceed \$63,325.00.

### **Moved:**

That the Smithfield Town Council hereby award the bid for retractable bleachers at Gallagher Middle School Gymnasium utilizing the Massachusetts Higher Education Consortium (MHEC) Purchasing Cooperative, Contract # MC11-C07, at a cost not to exceed \$63,325.00.



# TOWN OF SMITHFIELD

## BID TABULATION

**DATE:** January 12, 2023

**PROJECT:** Gymnasium Hussey Retractable Bleachers at Gallagher Middle School  
using MHEC Purchasing Contract #MC11-C07

**PREPARED BY:** CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	QUOTED COST
Robert H. Lord Co 220 Chapel Road Manchester, CT 06042	Jon Lord 860-645-8700	\$63,325.00

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



# TELESCOPING STANDS QUOTATION (MHEC Purchasing Contract)

<b>To:</b>	<b>Mr. Carlos Santos-- Purchasing Agent</b>	<b>Date:</b>	<b><u>January 20th, 2023</u></b>
<b>From:</b>	<b>Robert H. Lord Co.</b>	<b>Project:</b>	<b>Gallagher Middle School</b>
<b>Address:</b>	220 Chapel Road Manchester, CT 06042	<b>Address:</b>	10 Indian Run Trail Smithfield, RI 02917
<b>Phone:</b>	860-645-8700	<b>Architect:</b>	None Known
<b>Fax:</b>	860-645-9100	<b>Addenda(s):</b>	None Known
<b>Bid Price:</b>	<b><u>\$63,325.00</u></b>	<b>Section(s):</b>	None Known

The Robert H. Lord Company, Inc. proposes to furnish, subject to the conditions below, excluding sales tax, Hussey Seating Co. standard MAXAM style Telescopic Seating. Standards include, but are not limited to, construction, materials and/or finishes, unless otherwise noted.

Price Based on: Furnishing & Installing – Material below, using these wages: **OPEN SHOP**

## QTY.'S QUOTATION DETAILS:

2 Bank(s) *Based on the following: MAXAM* 6 Tier x 39'-6" Wall Attached

*Consisting of the following items with 270 Total Net Seats*

FLA	Foot Level Aisles with Intermediate Steps, Non-Slip Treads & Aisle Rails
SER	Self-Storing End Rails
FLEX	Recoverable "Flex-Row" Cutouts to comply with ADA
CLEAR	Clear Deck Finish Walking Surface
10	10" Courtside Modules
9	9 5/8" Row Rise
24	24" Row Spacing
POWER3	Integral Power w/ Pendant Control 208 Volt at 60 Hz, Three Phase
MHEC	Pricing Generated Using MHEC Purchasing Contract #MC11-C07

## VOLUNTARY ALTERNATES:

None at this time.

## BID CLARIFICATIONS:

Removal and Disposal of Existing bleachers to be by others.

## Exclusions:

1. Performance, Materials and Payment Bonds, O.C.I.P. or C.C.I.P.

Notes, Exclusions plus Terms Conditions outlined on page two are considered part of the quotation documents.

2. Cost and responsibility of storing materials, if installation cannot be started at the time of delivery.
3. Final Electrical Connection.
4. Pollution Insurance

**Terms and Conditions:**

1. Shipment will be 60 to 90 days after receipt of all milestone information, i.e. – Submittal approval, colors and field dimensions.
2. Quotation net prices will remain firm for 30 days for shipment on or before, 6/30/2023, after which we reserve the right to re-quote this project.
3. The above pricing does not include any Federal, State, Local, Manufacturers, Excise or other taxes unless specifically mentioned in the above quotation
4. Shop Drawings will be submitted within 4 to 6 weeks after acknowledgement of purchase order and/or contract.
5. This quotation is based on our submitting progress invoices, covering material as shipped and installation as completed. Terms for each invoice are NET 30 days from date of invoice and a finance charge of 1.5% (18% APR) per month will be assessed on all accounts that have a balance thirty or more days past due.
6. In the event of a default by non-payment and the institution of collection procedures, the customer and/or guarantor agree to be responsible for all costs of collection, including attorney's fees.
7. All parties hereto agree to submit to the jurisdiction of the State of Connecticut as the proper venue for any lawsuit filed to enforce collection of monies due or regarding any service and/or product dispute.
8. Delivery and installation based upon the nearest quarter or completion date on/or about: 7/15/2023
9. For any work beyond this period our quotation is **NOT** valid, and must be refigured. In the case of an later completion date, from what was specified in the bid documents, we reserve the right to review, with our manufacturer, what impact, if any, the revised date has on our quotation. Any cost increases will be passed on to you, to be processed as a contract addition by change order.
10. The General Contractor/Owner to supply elevator or hoist, if needed, at no charge to the **Robert H. Lord Company, Inc.**
11. The General Contractor/Owner to supply use of dumpsters at no charge to the **Robert H. Lord Company, Inc.**
12. The prices quoted in this proposal are an offer to do business with your firm subject to credit approval by the **Robert H. Lord Company, Inc.**, and in addition, approval of the contract forms.
13. The General Contractor/Owner is responsible for providing adequate lighting for installation.
14. The **Robert H. Lord Company, Inc.** will not accept any back charges unless prior written approval is obtained from the RHL project manager.
15. **THE ROBERT H. LORD QUOTATION FOR THIS PROJECT MUST BE MADE A PART OF THE CONTRACT.**

Please contact Roy McNally at (860) 512-2128 for price confirmation at the time of contract award.

Respectfully,

*Jon Lord*  
Jon Lord

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

Accepted: \_\_\_\_\_



# TOWN OF SMITHFIELD

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## INTEROFFICE MEMORANDUM

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** DAKTRONICS SCOREBOARD MODEL # BB-2155 AT GALLAGHER MIDDLE SCHOOL UNDER THE MASSACHUSETTS HIGHER EDUCATION CONSORTIUM (MHEC) CONTRACT B14.

**DATE:** JANUARY 30, 2023

**CC:** RANDY ROSSI, TOWN MANAGER  
DANIELLE CAREY, FINANCE DIRECTOR  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS  
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS  
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

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### **Background:**

On December 8, 2022 the Purchasing Agent on behalf of the Director of Buildings & Grounds solicited bids for a scoreboard at Gallagher Middle School. A specific manufacturer and model was specified for the scoreboard, Daktronics Scoreboard Co., model BB-2155. Daktronics Company maintains Government Contracts through Sourcewell Purchasing Cooperative, Contract # 050819-DAK, and, The Massachusetts Higher Education Consortium (MHEC) contract B14, to provide municipalities with discounted pricing on scoreboards. In this case, the MHEC contract provided the best discounted pricing.

There are two (2) suppliers/distributors in the New England Region of the US that are authorized to sell and install this specific brand: Robert H. Lord Co. located at 220 Chapel Road, Manchester, CT 06042 and Scoreboard Enterprises Inc. located at 274 Fruit Street, Mansfield, MA 02048.

At the February 6, 2023, School Committee Meeting, the members voted to approve the recommendation to award the Daktronics Scoreboard, model BB-2155, for the Gymnasium at Gallagher Middle School utilizing the Massachusetts Higher Education Consortium (MHEC) contract B14 to Scoreboard Enterprises Inc. located at 274 Fruit Street, Mansfield, MA 02048 for an amount not to exceed \$15,759.00.

### **Financial:**

School Capital Improvement Fund 22-23

### **Recommendation:**

Recommendation to approve the lowest cost, qualified proposal from Scoreboard Enterprises Inc. located at 274 Fruit Street, Mansfield, MA 02048 for the Daktronics Scoreboard, model BB-2155, with a cost not to exceed \$15,759.00.

### **Moved:**

That the Smithfield Town Council hereby award the bid for Daktronics Scoreboard model BB-2155, utilizing the Massachusetts Higher Education Consortium (MHEC) contract B14 to the lowest cost qualified contractor; Scoreboard Enterprises Inc. located at 274 Fruit Street, Mansfield, MA 02048 for an amount not to exceed \$15,759.00.



# TOWN OF SMITHFIELD

## BID TABULATION

DATE: January 12, 2023

PROJECT: Gymnasium Daktronics Scoreboard at Gallagher Middle School  
using Government Purchasing Cooperative Contracts

PREPARED BY: CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	QUOTED COST		CONTRACT
		Option 1	Option 2	
Robert H. Lord Co 220 Chapel Road Manchester, CT 06042	Jon Lord 860-645-8700	Model # BB-2155	Model # BB-2153	Sourcewell
		Not Available	\$17,000.00	Contract #
Scoreboard Enterprises Inc. 274 Fruit Street Mansfield, MA 02048	John Aldo 508-339-8113 Ext 209			050819-DAK
		\$15,759.00	\$14,491.00	MHEC
				Contract #
				B14

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



ROBERT H. LORD CO.

# GYMNASIUM EQUIPMENT QUOTATION (Sourcewell Purchasing Contract)

To: **Mr. Carlos Santos-- Purchasing Agent**

Date: **January 20th, 2023**

From: **Robert H. Lord Co.**  
Address: 220 Chapel Road  
Manchester, CT 06042

Project: **Gallagher Middle School**  
Address: 10 Indian Run Trail  
Smithfield, RI 02917

Phone: 860-645-8700  
Fax: 860-645-9100

Architect: None Known  
Addenda(s): None Known

**Bid Price: \$19,263.00**

Section(s): None Known

The Robert H. Lord Company, Inc. proposes to furnish, subject to the conditions below, excluding sales tax, Porter Athletic Equipment Co. standard style Gymnasium Equipment. Standards include, but are not limited to, construction, materials and/or finishes, unless otherwise noted.

Price Based on: **Furnishing & Installing – Material below, using these wages: OPEN SHOP**

## QTY.'S

### Wall Padding

100	560-000	DuraSafe Pad 2'-0" x 6'-0" x 2" with 1" Nailing Margin
2	560-28SP	Custom DuraSafe Pad 2'-0" x 6'-0" to 8'-0"

### VOLUNTARY ALTERNATES:

Daktronics Scoreboard #BB-2153

**ADD: \$17,000.00**

Approx. Size- 6'-0" X 8'-0"

To Include the following: Team name, Radio Receiver, Border Stripe, Battery Kit  
Hard Sided Carrying Case, Protective Screen, Indoor Border Stripe, Double Bonus  
Indicator

### BID CLARIFICATIONS:

**1 All pricing listed above is based on delivery and installation at one time.**

### Exclusions:

Notes, Exclusions plus Terms Conditions outlined on page two are considered part of the quotation documents.



1. Sales Tax, Performance, Materials and Payment Bonds, O.C.I.P. or C.C.I.P.
2. Cost and responsibility of storing materials, if installation cannot be started at the time of delivery.
3. Permits of any type.
4. Final Electrical Connection to be by others.
5. Floor Protection.
6. Pollution Insurance

**Notes:**

1. All backstop and divider curtain structure to be FLAT BLACK POWDER COAT.
2. Quotation includes direct attachment of ceiling suspended item to the trusses with no interference with Ductwork, Fixtures or Other Obstructions.
3. Quote includes work performed during standard work hours, and on the concrete slab prior to installation of the finished floor.
4. If gymnasium equipment installation work must be done on the finished floor, the floor protection is by others.
5. **Mat Hoist to be attached to steel supplied by others. All attachment steel must be approved by a structural engineer or the architect.**

**Warranty Information:**

Wall Pads: 5 Year  
Backstop Masts & Structure: 25 Years (Lifetime unavailable). Winches: 5 Years, Glass Backboards: Limited Lifetime  
Curtains: 1 Year  
Mat Hoist: 1 Year  
Volleyball Sleeves: 1 year

**Terms and Conditions:**

1. Shipment will be 60 to 90 days after receipt of all milestone information, i.e. – Submittal approval, colors and field dimensions.
2. Quotation net prices will remain firm for 30 days for shipment on or before, 6/30/2023, after which we reserve the right to re-quote this project.
3. The above pricing does not include any Federal, State, Local, Manufacturers, Excise or other taxes unless specifically mentioned in the above quotation
4. Shop Drawings will be submitted within 4 to 6 weeks after acknowledgement of purchase order and/or contract.
5. This quotation is based on our submitting progress invoices, covering material as shipped and installation as completed. Terms for each invoice are NET 30 days from date of invoice and a finance charge of 1.5% (18% APR) per month will be assessed on all accounts that have a balance thirty or more days past due.
6. In the event of a default by non-payment and the institution of collection procedures, the customer and/or guarantor agree to be responsible for all costs of collection, including attorney's fees.
7. All parties hereto agree to submit to the jurisdiction of the State of Connecticut as the proper venue for any lawsuit filed to enforce collection of monies due or regarding any service and/or product dispute.
8. Delivery and installation based upon the nearest quarter or completion date on/or about: 7/15/2023
9. For any work beyond this period our quotation is **NOT** valid, and must be refigured. In the case of an later completion date, from what was specified in the bid documents, we reserve the right to review, with our manufacturer, what impact, if any, the revised date has on our quotation. Any cost increases will be passed on to you, to be processed as a contract addition by change order.
10. The General Contractor/Owner to supply elevator or hoist, if needed, at no charge to the **Robert H. Lord Company, Inc.**
11. The General Contractor/Owner to supply use of dumpsters at no charge to the **Robert H. Lord Company, Inc.**
12. The prices quoted in this proposal are an offer to do business with your firm subject to credit approval by the **Robert H. Lord Company, Inc.**, and in addition, approval of the contract forms.
13. The General Contractor/Owner is responsible for providing adequate lighting for installation.
14. The **Robert H. Lord Company, Inc.** will not accept any back charges unless prior written approval is obtained from the RHL project manager.
15. **THE ROBERT H. LORD QUOTATION FOR THIS PROJECT MUST BE MADE A PART OF THE CONTRACT.**

Please contact Roy McNally at (860) 512-2128 for price confirmation at the time of contract award.

Respectfully,

*Jon Lord*

Dwight Ballard  
Sales Associate (860) 729-9215 Cell

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

Accepted: \_\_\_\_\_

# Scoreboard Enterprises Inc.

SALES - INSTALLATION - SERVICE

274 Fruit Street  
508-339-8113

Mansfield, MA 02048  
Fax 508-339-0184

www.scoreboardenterprises.com

## QUOTE

Smithfield Public Schools Esmond RI 02917-	<b>Site</b> Vincent J. Gallagher Middle School	<b>Date</b> 19 December 2022	274 Fruit St Mansfield, MA 02048 info@scoreboardenterprises.com Office - (508) 339-8113
		<b>Expiry Date</b> 17 February 2023	
		<b>Quote Number</b> 12616	
		<b>Tax Number</b> 042605006	

Description	Quantity	Amount
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### Equipment List

Daktronics PanaView BB-2153 6'x8' Basketball/Volleyball/Wrestling Scoreboard	1	6,845.00
Indoor Team Name in Place of Home	1	59.00
Indoor Border Stripe	1	105.00
Double Bonus Indicators	1	145.00
For BB-2103/2104 Scoreboards	1	215.00
Protective Screen for Basketball BB-2103	1	1,675.00
Corner/Logo Panel	2	234.00
Daktronics All sport 5010r6 12 volt	1	1,675.00
Gen. VI Radio Receiver	1	561.00
Daktronics All Sport Battery Kit	1	388.00
Hard Sided Carrying Case	1	200.00
	<b>Total</b>	<b>12,102.00</b>

### Warranty

Five Year Gold Warranty - Daktronics Parts Warranty	1	0.00
	<b>Total</b>	<b>0.00</b>

### Shipping

Shipping	1	950.00
	<b>Total</b>	<b>950.00</b>

### Installation

Indoor Installation	1	2,650.00
	<b>Total</b>	<b>2,650.00</b>
<b>MHEC Discount</b>		
Discount 10% - Per MHEC Contract B14	1	-1,211.00
	<b>Total</b>	<b>-1,211.00</b>
	<b>Subtotal</b>	<b>14,491.00</b>
	<b>Total USD</b>	<b>14,491.00</b>

**Installation scope for the above estimate includes the following:**

- Lift Rental
- Receive, inspect and transport (1) Daktronics BB-2153 6' x 8' scoreboard with control equipment to install location.
- Uncrate new scoring equipment and mount hardware.
- Mount (1) new Daktronics BB-2153 6' x 8' scoreboard
- Mount radio receiver, calibrate radio frequencies, and test radio receiver(s).
- Test all functions.
- Provide on-site owner training.

**Standard Exclusions to include:**

- SEI requires full access to the gym for the duration of the installation to include but not limited to - Life, ladders, power tools, etc
- SEI requires power within 6' of the Scoreboard mounting locations by others.
- SEI is not responsible for the integrity of the existing walls, structures, etc

All quotes past expiration date will be subject to updated pricing.

# Scoreboard Enterprises Inc.

SALES - INSTALLATION - SERVICE

274 Fruit Street  
508-339-8113

Mansfield, MA 02048  
Fax 508-339-0184

www.scoreboardenterprises.com

## QUOTE

Smithfield Public Schools Esmond RI 02917-	<b>Site</b> Vincent J. Gallagher Middle School	<b>Date</b> 20 December 2022	274 Fruit St Mansfield, MA 02048 info@scoreboardenterprises.com Office - (508) 339-8113
		<b>Expiry Date</b> 18 February 2023	
		<b>Quote Number</b> 12620	
		<b>Tax Number</b> 042605006	

Description	Quantity	Amount
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### Equipment List

Daktronics PanaView BB-2155 Tuff Sport Basketball/Volleyball/Wrestling Scoreboard	1	8,055.00
Indoor Team Name in Place of Home	1	59.00
Indoor Border Stripe	1	105.00
Double Bonus Indicators	1	145.00
Protective Screen for Basketball BB-2107-13/15	1	1,800.00
6' Corner Mount Kit for Basketball BB-2103/2107/3103/3107	1	288.00
Corner/Logo Panel	2	234.00
Daktronics All sport 5010r6 12 volt	1	1,675.00
Gen. VI Radio Receiver	1	561.00
Daktronics All Sport Battery Kit	1	388.00
Hard Sided Carrying Case	1	200.00
	<b>Total</b>	<b>13,510.00</b>

### Warranty

Five Year Gold Warranty - Daktronics Parts Warranty	1	0.00
	<b>Total</b>	<b>0.00</b>

### Shipping

Shipping	1	950.00
	<b>Total</b>	<b>950.00</b>

### Installation

Indoor Installation	1	2,650.00
	Total	2,650.00

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**MHEC Contract B14**

Discount 10% - Per MHEC Contract B14	1	-1,351.00
	Total	-1,351.00

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Subtotal      15,759.00

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**Total USD    15,759.00**

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**Installation scope for the above estimate includes the following:**

- Lift Rental
- Receive, inspect and transport (1) Daktronics BB-2155 6' x 10' scoreboard with control equipment to install location.
- Uncrate new scoring equipment and mount hardware.
- Mount (1) new Daktronics BB-2155 6' x 10' scoreboard
- Mount radio receiver, calibrate radio frequencies, and test radio receiver(s).
- Test all functions.
- Provide on-site owner training.

**Standard Exclusions to include:**

- SEI requires full access to the gym for the duration of the installation to include but not limited to - Life, ladders, power tools, etc
- SEI requires power within 6' of the Scoreboard mounting locations by others.
- SEI is not responsible for the integrity of the existing walls, structures, etc

All quotes past expiration date will be subject to updated pricing.



# TOWN OF SMITHFIELD

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## INTEROFFICE MEMORANDUM

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** GYMNASIUM PAINTING SERVICES AT GALLAGHER MIDDLE SCHOOL UNDER THE STATE OF RI MASTER PRICING AGREEMENT MPA-52.

**DATE:** JANUARY 30, 2023

**CC:** RANDY ROSSI, TOWN MANAGER  
DANIELLE CAREY, FINANCE DIRECTOR  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS  
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS  
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

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**Background:**

On December 8, 2022 the Purchasing Agent on behalf of the Director of Buildings & Grounds solicited bids for Painting Services at Gallagher Middle School Gymnasium utilizing the State of RI Division of Purchases, Master Pricing Agreement (MPA-52). There are nine (9) contractors listed on the MPA and of the nine contractors that were contacted, four (4) visited the gymnasium site. Only two (2) contractors, Martone Construction and Scholar Painting LLC provided Proposals.

At the February 6, 2023, School Committee Meeting, the members voted to approve the recommendation to award the Gymnasium painting services at Gallagher Middle School to the lowest cost qualified contractor; Scholar Painting & Restoration, located at 2 Klarides Village Drive #145, Seymour, CT 06483 for an amount not to exceed \$96,775.00.

**Financial:**

School Capital Improvement Fund 22-23

**Recommendation:**

Recommendation to award this project to the lowest cost, qualified bidder; Scholar Painting & Restoration, located at 2 Klarides Village Drive #145, Seymour, CT 06483 for an amount not to exceed \$96,775.00.

**Moved:**

That the Smithfield Town Council hereby award the bid to paint the Gymnasium at Gallagher Middle School utilizing the State of RI (MPA-52) to the lowest cost qualified contractor; Scholar Painting & Restoration, 2 Klarides Village Drive #145, Seymour, CT 06483 for an amount not to exceed \$96,775.00.



# TOWN OF SMITHFIELD

## BID TABULATION

DATE: January 12, 2023

PROJECT: Gymnasium Painting at Gallagher Middle School  
using RI Master Purchasing Agreement (MPA) 52

PREPARED BY: CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	QUOTED COST
Martone Construction 22 Sextant Lane Narragansett, RI 02882	Mike Martone 401-792-3847	\$119,000.00
Scholar Painting LLC 2 Klarides Village Drive #145 Seymore, CT 06483	Mark Bodwell 877-447-2465	\$96,775.00

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



January 4, 2023

Town of Smithfield  
Mr. Carlos Santos  
Purchasing Agent  
64 Farnum Pike  
Smithfield, RI 02917  
401-233-1000x138  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

Re: **Proposal for Gymnasium Painting at Gallagher Middle School**  
MPA 52

Mr. Santos,  
The following is our proposal for Gymnasium Painting at Vincent J. Gallagher Middle School per Town of Smithfield Request for Quote dated December 8, 2022.

Scope of work:

**Preparation and painting of gymnasium walls, doors and ceiling (overhead structure).**

- Furnish and installation of two (2) coats of spray on water based dryfall paint on all overhead structure (decking, beams, joists, etc.)
- Paint all exposed ductwork, equipment supports, etc.
- All overhead items and structure to be one color spray-on dryfall paint.
- Paint all walls with two (2) coats of semi-gloss paint. Paint color to be selected by Owner.
- All paints will be applied according to manufacturer's instructions.

**Total cost for labor and materials is ..... \$119,000.00**

Thank you for the opportunity to bid this project. Feel free to call me with any questions.

Sincerely,

Michael R Martone  
Martone Service Company, Inc.





Scholar Painting, LLC is an

HIC #0621131

Wednesday, January 4, 2023

<b>Project Name:</b>	<b>RFQ Gymnasium Painting at Gallagher Middle School</b>	<b>Company:</b>	<b>Town of Smithfield</b>
<b>Project Location:</b>	<b>Smithfield, RI</b>	<b>Contact:</b>	<b>Carlos Santos, csantos@smithfieldri.com</b>

*Affirmative Action, Equal Opportunity Employer  
CT, RI, NY, and MA Certified MBE and DBE Contractor*

**PROPOSAL FOR PAINTING**

I/WE, the Owner(s) of the premises described above authorize Scholar Painting LLC, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to paint and/or improve the above premises in a good, workmanlike, and substantial manner according to the following terms, specifications, and provisions. The below proposal does not include tax.

**SCOPE OF WORK:**

Prepare walls, ceiling and doors & Frames as follows: remove all loose, and/or hanging items, remove all tape, scrape all loose paint, clean surfaces with detergent solution or other method recommended by coating manufacturer. Rinse and let dry for 24 hours. Test specified paint system for adhesion and compatibility with existing paint. Remove any grease and or hand prints, etc. Spackle and sand holes, dings, and imperfections. Use painters caulk as needed at dissimilar materials. Treat with gloss-eliminator where necessary. Touch-up bare spots with compatible primer. Cover floor with tarps as is necessary. Base pricing on an empty gym, -bleachers and wall pads will be removed by others.

Furnish & install two (2) coats of quality name brand spray on water based dryfall paint on all of overhead structure (decking, beams, joists, etc.). Paint all exposed ductwork, equipment supports, etc. All overhead items and structure to be one color - Spray-on dryfall paint. Paint all walls with two coats (2) of a quality name brand latex semi-gloss paint. Paint doors & Frames with two (2) of semi-gloss paint. Paint colors will be selected by owner. Apply all paints according to manufacturer's written instructions.

**EXCLUSIONS:**

- Normal working hours are Monday through Friday, from 6:00am to 6:00pm (No OT)
- Prevailing Wage Rates
- Skim Coating / Heavy Prep
- Power / Electricity
- Tax
- Water

**PRICE OPTION:**

**Painting to Plans and Specs .....\$96,775.00**

**Tax, if applicable, is not included**

*Ninety-Six Thousand Seven Hundred Seventy-Five Dollars and Zero Cents.*

**\*\*\*Proposal Is Valid For 60 Days from Date of Submission\*\*\***

The price above includes labor and material necessary to complete the project as described. Materials will be as manufactured by **Sherwin Williams**. Price does not include protection of walls after



completion of work.

**ASSUMPTIONS:**

- Spray application of primer and first coat
- Rolling of topcoat before installation of baseboard/drop ceilings
- If any patching of walls is required by taper, this work should be done after application of primer
- Any patching on new finished paint will be extra work.
- Mobilization, unless noted on proposal.

**GENERAL CONSTRUCTION NOTES:**

- The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
- The Contractor shall be responsible for protecting the dwelling and contents from weather and damage during construction and shall be responsible for the repair and or replacement of any damage to the building and or contents until completion of the contract.

**CONTRACTOR RESPONSIBILITIES:**

- Cover all unpainted items to protect from splatter.
- Cover all areas with drop clothes and plastic mask areas off while sanding to prevent dust from exiting working area.
- Clean, neat, and professional crews, daily walk around job site, and daily updates to customer to ensure progression of scope is up to customer's satisfactions and standards.
- A full cleanup of jobsite after completion of work will be performed to ensure areas are cleaner than they were prior to painting.
- Work continuous days until completion (excluding Sundays and Holidays)
- Final walk around with customer to ensure 100% customer satisfaction of work has been met.
- Work to follow all SSPC/PCA standards for application and inspection.

**CUSTOMER RESPONSIBILITIES:**

Customer shall supply Scholar Painting LLC with the following:

- Single phase 120 volt at 20 amps throughout area in order for us to provide our full services.
- Dumpster disposal by others.

**CONDITIONS:**

- It is Scholar Painting policy that prior to the start of the project; we are in receipt of a hard copy of a purchase order/contract. Faxed copies are acceptable
- We will cooperate with you as much as possible with respect to job scheduling. However, in the event that the job is postponed within 48 hours of the agreed upon start-up date, the GC/Owner will be responsible for materials. The materials cost will be applied towards the invoice after the job is completed.
- It is the GC/Owners responsibility, unless otherwise stated, to have the work areas cleared of all moveable objects. If there is a startup delay caused by GC/Owner, there will be a charge.
- Proper room ventilation; dust enclosures and protection of in-place equipment (if necessary) are the GC/Owners responsibility.
- GC/Owner must make us aware of chemical or other hazardous contamination in the work area including but not limited to asbestos, acids, solvents, PCB contaminated oil and must ensure that chemical piping is secure and free of leaks.
- All removable drain covers will be removed and set aside. GC/Owner is responsible for reinstallation. Drain covers; steel plating and manhole covers that are not easily removed will be taped over.
- GC/Owner shall supply a 480-volt, 3-phase, 50 amperes rated grounded electrical power source for prep equipment.



- GC/Owner shall supply 110-volt, 20-amp electrical service with standard 3-prong outlets for mixing equipment.
- GC/Owner shall supply sufficient lighting, potable water, heat, traffic control, material/equipment storage area, rest room facilities, and set-up area adjacent to work area and any necessary security if doors need to be left open or unlocked during the installation.
- Construction debris shot blasting refuse and empty pails and cans to be disposed of by GC/Owner.
- Water, oil or other contaminants entering application area during installation and cure will damage the coating.
- Repair cost or cost incurred by job interruption caused by water, oil or other contaminants will be borne by the GC/Owner.
- Scholar Painting, is not responsible for footprints or damage caused by GC/Owners employees.
- GC/Owner agrees to supply all needed permits and incur costs (if any).

Expected Start Date \_\_\_\_\_ TBD \_\_\_\_\_

Expected Completion Date \_\_\_\_\_ TBD \_\_\_\_\_

**Payment Remittance Address: 682 South Main St. Seymour, CT 06483 (DO NOT Send a check to 2 Klarides Village Dr.)**

Thank you for the opportunity to submit this proposal!

If you have any questions, or if you would like to discuss this proposal further, please feel free to contact me directly.

Regards,

*Marc Bodwell*

Scholar Painting, LLC  
(O) 877-447-2465  
(C) 772-913-0334



**ACCEPTANCE:** This proposal/contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this proposal/contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges. This proposal is agreed upon without tax included unless noted within the contract document.

**You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.**

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**Approved and Accepted Owner (Authorized Signature, Print, Date)**

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**Approved and Accepted Contractor (Authorized Signature, Print, Date)**



**ADDITIONAL PROVISIONS - Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**1. Contract, Plans, Specifications, Permits and Fees.** The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict with the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

**2. Installation.** Contractor has the right to subcontract any part of, or all of, the work herein.

**3 Change Orders.** Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

**4. Owner's Responsibility: Insurance etc.** Owner is responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment and materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to clothing, automobiles, draperies, appliances, fixtures, plants, or any other personal effects and properties. In the event that Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. (5) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by Contractor in repainting or restoring the project shall be paid for by Owner as extra work.

**5. Delay.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

**6. Surplus Materials and Salvage.** Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.

**7. Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

**8. Method of Paint Application & Paint Colors.** Owner authorizes Contractor to use any method of paint application that Contractor deems appropriate, whether it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, Contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of Owner, Contractor shall provide a sample of any paint for approval by Owner. If Owner does not request a paint sample, Contractor is authorized to apply manufacturer's standard paint as identified in this contract and is not responsible for any differences between the manufacturer's color chart and the paint as it is applied.

**9 Hazardous Substances.** Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should any such hazardous substances be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and

abatement. Contractor cannot certify or warrant your building as being free of hazardous substances.

**10 Custom Mixed Colors.** Custom mixed colored paint CANNOT be returned to a paint supplier for credit. Should Owner choose a custom mixed colored paint for this job, Owner understands that after Contractor has purchased the custom mixed paint chosen by Owner, no changes in color will be possible without a written change order with Owner agreeing to an additional charge covering the purchase price of the new colored paint in addition to the purchase price of the old colored custom mixed paint, and, the reimbursement to Contractor for any labor and/or materials already expended in applying the originally chosen custom mixed colored paint.

**11 Right to Stop Work and to Withhold Payment on Labor and Materials.** If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

**12 Payment.** Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

**13 Collection.** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law.

**14 Legal Fees.** In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

**15 Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association, which are in effect at the time of the demand for arbitration that is filed. A judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the Law. The arbitrator shall award reasonable attorney fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who does(do) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

**16. Warranty -** All labor and materials for interior and exterior painting will be warranted for two (2) years from date of project completion unless otherwise stated. Warranty covers all paint, labor, and materials used for the project. Inner-coat peeling, horizontal surfaces (i.e. railings and deck floors) are not covered under this warranty. Customer must follow all manufacturer recommended maintenance and care for coatings or this warranty is void.

**NOTICE:** By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the 'arbitration of disputes' provision by neutral arbitration as provided by law, and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the 'arbitration of disputes' provision. If you refuse to submit to arbitration after agreeing to this provisions, you may be compelled to arbitrate under the authority of applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'arbitration of disputes' provision to neutral arbitration.

I Agree to Arbitration: \_\_\_\_\_ I Agree to Arbitration: \_\_\_\_\_  
 (Owner Initials) (Contractor Initials)



# TOWN OF SMITHFIELD

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## INTEROFFICE MEMORANDUM

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** GYMNASIUM FLOOR REPAIR & REFINISHING AT GALLAGHER MIDDLE SCHOOL UNDER THE STATE OF RI DIVISION OF PURCHASES, MASTER PRICING AGREEMENT (MPA) 364.

**DATE:** JANUARY 30, 2023

**CC:** RANDY ROSSI, TOWN MANAGER  
DANIELLE CAREY, FINANCE DIRECTOR  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS  
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS  
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

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### **Background:**

On December 8, 2022 the Purchasing Agent on behalf of the Director of Buildings & Grounds solicited bids for Floor Repair & Refinishing at Gallagher Middle School Gymnasium utilizing the State of RI Master Pricing Agreement (MPA) MPA-364. Four (4) vendors are under contract by the State of RI Division of Purchases to negotiate directly with Municipalities for Carpet and Tile Installation, Wood Floor Refinishing. Of the four (4) vendors, two (2) visited the site on December 15, 2022; Aramsco formerly Casey Engineered Maintenance and Sole Source Construction, LLC, only Aramsco provided a Proposal.

At the February 6, 2023, School Committee Meeting, the members voted to approve the recommendation to award the Gymnasium Floor Repair & Refinishing at Gallagher Middle School Gymnasium utilizing the State of RI Master Pricing Agreement (MPA) MPA-364 to Aramsco formerly Casey, located at 8 Panas Road, Foxboro, MA 02035 with a cost not to exceed \$27,420.00.

### **Financial:**

School Capital Improvement Fund 22-23

### **Recommendation:**

Recommendation to award this project to the only qualified bidder; Aramsco formerly Casey Engineered Maintenance, located at 8 Panas Road, Foxboro, MA 02035 with a cost not to exceed \$27,420.00.

### **Moved:**

That the Smithfield Town Council hereby award the bid for Floor Repair & Refinishing at Gallagher Middle School Gymnasium utilizing the State of RI Master Pricing Agreement (MPA) MPA-364 to the only qualified contractor; Aramsco, located at 8 Panas Road, Foxboro, MA 02035 with a cost not to exceed \$27,420.00.



Casey Engineered Maintenance  
8 Panas Rd.  
Foxboro, Ma. 02035



800-333-4385  
508-543-4379  
100

Phone  
Fax  
Quote #

## Quotation

**Date:** 11/28/2022  
**Customer Name:** SMITHFIELD SCHOOL DEPT.  
**Attention:** ANGELO MENCUCCI  
**Address:** 49 FARNUM PIKE  
**City, State, Zip:** SMITHFIELD RI 02917  
**Valid Through:**  
**Submitted By:** E.J. WHOLEY

PRODUCT	DESCRIPTION	TOTAL
	<b>VINCENT GALLAGHER MIDDLE SCHOOL</b>	
	<b>GYM REFINISH</b>	

### SCOPE OF WORK

1) DRUM SAND FLOOR TO BARE WOOD		
2) VACUUM AND TACK FLOOR		
3) APPLY 1ST COAT OF SANDING SEALER		
4) SCREEN WITH 120 GRIT		
5) VACUUM AND TACK FLOOR		
6) APPLY 2ND COAT OF SANDING SEALER		
7) PAINT LOGO AND GYM LINES TO MATCH EXISTING LAYOUT		
8) APPLY COAT OF POLYURETHANE		
9) SCREEN WITH 120 GRIT		
10) VACUUM AND TACK FLOOR		
11) APPLY 2ND COAT OF POLYURETHANE		
	<b>TOTAL</b>	<b>\$22,020.00</b>

OPTIONAL WATER BASED FINISH (4 COATS) \$ 23461.60

### FLOOR REPAIR

1) TO BE PERFORMED ON UP TO 200 SQ FT SHOULD ANY MAPLE BOARDS BE DEEMED BROKEN OR DAMAGED		
2) CONFIRMATION FROM FACILITIES MANAGER BEFORE ANY REPAIRS ARE MADE		
3) INITIAL INSPECTION DOESN'T REVEAL ANY DAMAGE BUT MANY COATS OF POLY MAY HIDE BROKEN OR WEAK BOARDS		
	REPAIR WORK 200sq ft @ \$27.00	
	<b>TOTAL</b>	<b>\$5,400.00</b>

**TOTAL** **\$27,420.00**

*Thank you for the opportunity to submit our quotation*

**Special Conditions:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_

1-800-333-4385



**Recommended Motion:**

That the Smithfield Town Council hereby authorizes a disability retirement for Public Works employee Joseph Carlton.