

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
March 21, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, MARCH 21, 2023
6:30 P.M.**

6:30 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Neal Rogers, and Anthony Ciacciarelli for possible appointment to a Town board or commission and Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO contract.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Smithfield Samaritans – Grey Ledge Medical Management’s Activities Committee.
- VI. Minutes:
 - A. Move that the minutes of the March 7, 2023 open session meeting be approved as recorded.
 - B. Move that the minutes of the March 14, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments: None.
- VIII. Public Hearings:
 - A. Conduct a Public Hearing to consider, discuss and act upon approving the relocation of a Class B-Victualler License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar and Grill, relocating from 9 Cedar Swamp Road to 375

Putnam Pike, Unit 35, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations and local ordinances, a Certificate of Good Standing from the RI Division of Taxation, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

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

IX. Licenses:

- A. Consider, discuss and act upon approving a new Victualling License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, located at 375 Putnam Pike, Unit 35, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from RI Department of Health and a copy of the Retail Sales Permit.
- B. Consider, discuss and act upon approving a new Entertainment License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, located at 375 Putnam Pike, Unit 35.
- C. Consider, discuss and act upon approving a new Special Dance License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, located at 375 Putnam Pike, Unit 35.
- D. Consider, discuss and act upon approving the annual renewal of fourteen (14) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Amrah H. Siddiqui d/b/a “Shop N Go”, 105C Pleasant View Avenue, Unit #9
 - 2. Card, Inc. d/b/a “Gigi’s Scoops”, 265 Putnam Pike
 - 3. Claire’s Boutique, Inc. d/b/a “Claire’s #5041”, 371 Putnam Pike
 - 4. Hill Top Gardens, LLC d/b/a “Hill Top Gardens”, 363 Putnam Pike
 - 5. Home Depot USA, Inc. d/b/a “The Home Depot #4282”, 371 Putnam Pike
 - 6. Kishwar J. Adil d/b/a “Twin River Mini Mart”, 151 Douglas Pike, Suite 7
 - 7. Mattress Firm, Inc. d/b/a “Mattress Firm #170005”, 445 Putnam Pike
 - 8. Office Superstore East, LLC d/b/a “Staples the Office Superstore”, 371 Putnam Pike, Suite 230
 - 9. Petco Animal Supplies Stores, Inc. d/b/a “Petco #3748”, 371 Putnam Pike
 - 10. Premium Brands Opco, LLC d/b/a “Loft#734”, 371 Putnam Pike

11. RPC, Inc. d/b/a “Rumford Pet Express”, 445 Putnam Pike
12. Sterling, Inc. d/b/a “Kay Jewelers #2608”, 371 Putnam Pike, Unit 325
13. The Stop & Shop Supermarket Co., LLC d/b/a “Stop & Shop Supermarket #705”, 446 Putnam Pike
14. Ulta Salon Cosmetics & Fragrance, Inc. d/b/a “Ulta Beauty”, 371 Putnam Pike

E. Consider, discuss and act upon approving the annual renewal of one (1)

Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- X. Old Business:

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

XI. New Business:

- A. Consider, discuss, and act upon authorizing the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Local 2050, International Association of Firefighters, AFL-CIO.
- B. Consider, discuss, and act upon accepting the FEMA, Department of Homeland Security, Fiscal Year 2021 SAFER Grant award.
- C. Consider, discuss, and act upon authorizing the Town Manager to execute the extinguishment of a cistern access and maintenance easement on property located at 160 Stillwater Road (AP 21/Lot 38).
- D. Consider, discuss, and act upon authorizing a request for proposals for concession services at the Smithfield Ice Rink subject to review by the Town Solicitor.
- E. Consider, discuss, and act upon approving tax abatements in the amount of six thousand, two hundred, forty-two dollars and seventeen cents (\$6,242.17).

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: FRIDAY, MARCH 17, 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.



SMITHFIELD SAMARITANS

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

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

Please submit your nomination form via email to rossi@smithfieldri.com or send to Randy Rossi, Town Manager, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917.

DATE OF SUBMISSION:

NOMINATOR INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

NOMINEE INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

1. Please describe below in 250 words or less why you feel this individual or business should be recognized:

[illegible]

Thank you for your nomination.

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, March 7, 2023

Place: Smithfield Town Hall

Time: 7:00 P.M.

Present:

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

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

A. Lady Sentinels Division III Swim Team Champions

President Lawton states that on February 26, 2023 SHS competed in the Division III State Championship, and secured another Division III title. President Lawton further states that this is their fifth championship title in its thirteen year history.

The council presents the swim team with certificates of recognition for their achievement. The council also recognizes the coaches.

VI. Minutes:

- A. Move that the minutes of the February 21, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Maxine Cavanagh, Dennis Flis, Catherine Lynn, James D'Ambra, Matthew DeAngelis, and Joe Siegel for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the February 21, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

- B. Move that the minutes of the February 21, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the February 21, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

A. Board of Assessment Review reappointment with a term expiring in December of 2025

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Dennis Flis to the Board of Assessment Review for a term expiring in December 2025. **Motion is approved by a unanimous 5/ 0 vote.**

B. Historic Preservation Commission reappointment with a term expiring in February of 2026.

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby reappoints Maxine Cavanagh to the Historic Preservation Commission for a term expiring in February 2026. **Motion is approved by 4/1 vote. Member Tassoni votes nay.**

C. Planning Board appointment with a term expiring in May of 2023.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby appoints James D'Ambra to the Planning Board for a term expiring in May of 2023. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Conduct a public hearing to consider and act upon accepting the Year Nineteen (19) Town of Smithfield Annual Submission of the RIPDES Storm Water Pollution Prevention Program Annual Report to RI Department of Environmental Management.

President Lawton declares the public hearing open.

Town Engineer Kevin Cleary explains that the annual stormwater report has been made publically available for comment through March 3, 2023, and it was duly advertised in the Observer/Valley Breeze on February 23, 2023 and March 3, 2023. Engineer Cleary further explains this was also posted on the Town's website.

Engineer Cleary further explains that no comments were received by the public by Friday, March 3, 2023, which allows for the Town Council to conclude the public hearing if there are no further comments.

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

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council accept the Year 19, 2022 RIPDES Small MS4 Annual Report as submitted including any attachments and amendments and authorize the Town Manager to submit to RIDEM, as required. **Motion is approved by a unanimous 5/0 vote.**

B. Conduct a public hearing to consider and act upon repealing and replacing Chapter 126 of the Code of Ordinances entitled “Animals” sponsored by Councilman John J. Tassoni.

President Lawton declares the public hearing open.

Member Tassoni states that this is a complete overhaul of the animal ordinance which has been intact for twenty (20) years. Member Tassoni further states that this new ordinance has a comprehensive definition section, and the ordinance creates a better quality of life for animals including a safe environment and proper care for all dogs and cats and prohibits confinement in motor vehicles.

Member Tassoni explains that animals will be restricted from areas designated as sports playing, practice fields, beaches, playgrounds, bleachers, and other venues. Member Tassoni further explains that the ordinance prohibits feeding of nondomestic animals to avoid attracting wildlife, eliminating the annual dog park fee for Town residents. Member Tassoni states this is a public health issue.

The Director of “The Defender of Animals” Dennis Tabella explains he that severed on several commissions in which he made recommendations for a new animal shelter, helped with developing a new animal ordinance, and make recommendations for the operation of an animal shelter. Mr. Tabella feels that he has a “good taste” of what is needed for animal ordinances, people, animal control, and shelters.

Mr. Tabella is in support of what is being brought forth this evening. Mr. Tabella feels that one of the important issues is animals being in vehicles when there are extreme temperatures, and he is glad this is being addressed.

Mr. Tabella also feels that another issue is dogs being tied up especially between the hours of 10:00 p.m. and 6:00 a.m. because when people keep their dogs tied up during these hours, it is likely that the dog has been out 24/7.

Mr. Tabella is glad that the spaying/neutering of cats is being addressed, and it is grandfathered in if someone has three (3) cats they will not be affected when the new ordinance is adopted.

Mr. Tabella states that in the Providence Journal there was an article (with information from the DEM) stating that in 2002-2004 there were 6,850 cats that were destroyed in RI shelters. Mr. Tabella further states this happened because there were no spay/neuter laws in place at that time. Mr. Tabella thanks Member Tassoni when he was a senator for putting that legislation through.

Mr. Tabella expresses his concerns about traveling circuses which were fined by the Department

of Agriculture for cruelty and neglect, and the Town does not want to be a part of this type of cruelty and neglect. Mr. Tabella express his appreciation for this being addressed in the ordinance as well. Mr. Tabella reminds the council that educational programs are exempt.

Mr. Tabella feels this is a model ordinance that protects people and animals.

Member Tassoni thanks Mr. Tabella for reviewing this ordinance and giving the members his feedback. Member Tassoni states that multiple people have reviewed this ordinance, and it has been a long time coming.

Dawn Maguire of 6 Snowberry Court thanks the council for updating this ordinance. Ms. Maguire questions §126-8 Nuisance Abatement which discusses keeping/harboring of any dog, other animal or fowl, which by howling, yelping, etc. annoys without provocation, a surrounding neighbor. Ms. Maguire asks if there will be any operation of voice commands as stated in the definitions. Ms. Maguire feels this “open”.

Member Tassoni explains this is open for a reason and the Town did not want to restrict, and leave it up to the animal control officers to make that determination whether the dog is nuisance.

Ms. Maguire questions if a dog barking is captured on a camera, such as Ring, would that be quantified as voice command and not subject to a penalty. Assistant Animal Control Warden Robert Salisbury explains that would be fine, and this section is for loose dogs. Mr. Salisbury further explains that many people have dogs with E collars, and their dogs are walking ahead of them, and they are not considering them loose dogs because they are in control. Mr. Salisbury also explains that the restraint in Town is that you need to be physically in control (meaning tethered). Mr. Salisbury states that voice command was added for the dog park meaning you will have control of your dog at the dog park.

Ms. Maguire also questions if registration for the dog park is no longer needed. Member Tassoni states there will no longer be a registration fee for residents. Town Manager Rossi explains that registration is required for tracking purposes.

Mary D’Agostino of 21 Adelaide Avenue requests clarification on an article that appeared in the Valley Breeze/Observer which states that “dogs may not be kept tethered for more than ten (10) hours, during twenty-four (24) hours or confined to an enclosure for more than fourteen (14) hours per day”. Ms. D’Agostino questions if the enclosures will depend on the temperature because enclosures are open. Mr. Salisbury explains that there is a subsection about the tach scale which is used by state for inclement weather, and this would dictate how long the dog should be outside. Mr. Salisbury further explains that the scale is based on size, breed, and whether they are acclimated to the weather.

Rick McCahey questions if a neighbor forges a complaint about a dog barking in the house, is that dog considered a nuisance. Mr. Salisbury explains that many nuisances are neighbor issues, however, Animal Control must determine if they are actual nuisances, and this is done by Animal Control visiting the location and sitting there for a length of time and compile information to determine if the dog meets the criteria (barking unprovoked for a half hour).

Mr. McCahey questions how that timeframe was determined and if it is written anywhere.

Mr. Salisbury explains that the timeframe is not written anywhere, it is just a length of time they use for their determination. Mr. McCahey states he is not comfortable with that and questions once a dog is determined to be a nuisance what would happen. Mr. Salisbury explains that the owner would be advised to abandon, meaning stop the actual nuisance. Mr. McCahey questions the legal ramifications. President Lawton feels the timeframe is discretionary. President Lawton states there could be a history.

Mr. McCahey questions if a history is required for the documentation. Mr. McCahey does not want his dog to be declared a nuisance because it barked for half an hour. Member Tassoni explains that that part of the ordinance has not been changed in twenty (20) years, and still has not been changed.

Mr. McCahey questions dogs not being allowed on playing fields if they were to destroy it or defecate on it without the owner picking up after it. Town Manager Rossi explains that the new ordinance does not allow any animal to be on the playing field at all. Mr. McCahey questions if there will be signs posted. Town Manager Rossi explains that signs will be posted stating the ordinance and the fine. Mr. Salisbury offers to meet Mr. McCahey and show him the perimeter of the field. Town Manager Rossi assures Mr. McCahey that Mr. Salisbury and the Police Department will be the ones to enforce this.

Matthew Domenico of 5 Robin Hollow Circle explains that he is the president of youth soccer, and he is the one picking up the excrement routinely despite the efforts of Parks and Recreation Director Robert Caine and his staff. Mr. Domenico further explains that this is not only disgusting but a safety hazard. Mr. Domenico also explains that when owners are confronted about cleaning up after their dogs there have been confrontations. Mr. Domenico is in full support of this ordinance.

Town Manager Rossi states that the Town has documentation from Smithfield Girls Softball and Smithfield Little League in support of this ordinance, which prohibits pets from being allowed on playing fields.

John Serapiglia of 305 Old County Road states that he picked up a copy of the proposed ordinance and questions if there have been any changes or additions. Town Manager Rossi states that there will potentially be some amendments.

Mr. Serapiglia questions §126-8 Nuisance Abatement (B) where there is no fine listed. Town Manager Rossi explains that this can be stricken as the fines are listed further in the ordinance.

Mr. Serapiglia also questions if a parking lot will be created to go along with the crosswalk across the street from the dog park. Mr. Serapiglia expresses his concerns about cars speeding and how dangerous the area is. Mr. Serapiglia states that there is not enough parking. Member Tassoni explains that people have been parking across the street in the industrial park. Town Manager Rossi states that 12-15 parking spots have been added. Mr. Serapiglia states that this is a dangerous area and people are parking on the street.

Member Kilduff states that this issue came before the Traffic Safety Commission, and the commission is going to request a traffic study done through the state. Mr. Serapiglia states that

Farnum Pike is a state road, and the Town will need their approval.

Mr. Serapiglia questions who will be responsible for cleaning dog waste and monitoring people smoking/vaping. Town Manager Rossi states that the police department will be responsible for those that are smoking/vaping and Mr. Salisbury will be in charge of the dogs.

Mr. Serapiglia questions if there is a budget for the dog park. Town Manager Rossi states that there is not an official budget, it is part of the operations for Parks and Recreation.

Mr. Serapiglia questions who monitors the out of town registrations to ensure that they have paid the annual fee. Town Manager Rossi states the Mr. Salisbury and Animal Control Warden Tom Taylor monitors this.

Mr. Serapiglia states that the Town has numerous ordinances and there is no enforcement of zoning violations, which every street has. Mr. Serapiglia further states that now the Town will have a brand new ordinance, and he hopes it will be enforced because the Town is not doing a good job with the others.

Thomas Hodgkins of 200 Farnum Pike feels that the majority of animal owners are doing the right thing, and this proposed ordinance's intent is to legislate common sense, however, the result is some unnecessary government intrusion into people's private lives.

Mr. Hodgkins addresses the prior dialog that has taken place about "nuisances" and how this ordinance does not address that dialog. Mr. Hodgkins feels that the Town is left with a vague ordinance about what a nuisance is based on one (1) complaint from (1) person.

Mr. Hodgkins states that §126-8 Nuisance Abatement (A) under the old ordinance states "the keeping or harboring of any dog, or other animal or fowl, whether licensed or not, which by habitual howling, yelping, barking or other noise disturbs or annoys persons is unlawful, and is hereby declared to be a public nuisance. Each day of such public nuisance shall constitute a separate offense".

Mr. Hodgkins then refers to §126-8 Nuisance Abatement (C) under the old ordinance which states "Whenever it shall be affirmed in writing by three or more persons having separate residences, or regularly employed in the neighborhood that any animal is an habitual nuisance by reason of trespassing, howling, barking, or other noise, or damage to property, being vicious or by its actions potentially vicious or in any other manner causing undue annoyance, the Animal Control Warden, if he finds such nuisance to exist, shall serve notice upon the owner or custodian that such nuisance must be abated. If not abated, the provisions of Subsections A and B above shall be instituted.

Mr. Hodgkins states that §126-8 Nuisance Abatement (A) under the new ordinance the word "habitual" has been deleted. Mr. Hodgkins further states that this is one (1) event, one (1) report, and the dog is a nuisance under the law. Mr. Hodgkins also states there is no definition of nuisance or provocation. Mr. Hodgkins states that anything can provoke a dog.

Mr. Hodgkins explains that voice command only pertains to the dog park because it has nothing to do with the determination of a nuisance.

Mr. Hodgkins refers to §126-8 Nuisance Abatement under the new ordinance states “whenever it shall be affirmed in writing by one (1) person”, which means this went from three (3) people to one (1).

Mr. Hodgkins refers to §126-10: Investigation and Right of Entry states that 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 entry 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 authority to take possession of any dog or other animal and remove it from such premises”.

Mr. Hodgkins states that one (1) person makes one (1) complaint because the dog barked and is declared a nuisance, and the dog is removed from the property with no due process, evidence, or investigation. Mr. Hodgkins feels that if this is considered a poor interpretation of the law, it should be written in a way that is more reasonable. Mr. Hodgkins does not feel that anyone wants this to be the outcome, however, it is the outcome that is provided in the ordinance.

Mr. Hodgkins believes there needs to be a complaint procedure, put back the word habitual, add other words such as prolonged, and persistent. Mr. Hodgkins also believes if there is a complaint there needs to be an investigation, notice to the owner, and presentation to municipal court who will determine the violation. Mr. Hodgkins also believes that seizure/impoundment should be vastly limited to a situation that is an emergency and based on an immediate threat witnessed by Animal Control or the police and is an immediate threat to public safety. Mr. Hodgkin’s states that there are other towns who have more reasonable ordinances such as Newport.

Mr. Hodgkins thinks everyone should agree that the removal of animal waste should be part of the law. Mr. Hodgkins expresses his concerns about §126-8 (F 1) Means of Removal which mandates by law that you must carry some means of removal. Mr. Hodgkins feels that this section presents another host of issues about complaints and police stops. Mr. Hodgkins also feels that the owner having to carry a pooper-scooper, plastic bag, latex gloves, etc. is an unnecessary and unenforceable.

Mr. Hodgkins refers to §126-8 (F2) of the new ordinance where one (1) person makes a complaint, and, by law, they must testify and promise to be available for court. If they do not come to court, they will be subject to a fine. Mr. Hodgkins does not think this makes sense and feels that municipal court can handle issuing subpoenas if they need to appear.

Mr. Hodgkins refers to §126-46, and he states that the coyote issue is caused by humans because we continue to destroy their habitat. Mr. Hodgkins feels there should be an exception to paragraph C of the section for farm animals to provide lead way.

Edward DeMayo of 75 Whipple Road states that it is good that there is parking available in the industrial park and a crosswalk, cars speed down Farnum Pike. Mr. DeMayo expresses his concerns about the elderly using the crosswalk and a car speeds by.

Mr. Salisbury thanks the Town for taking the time to review these ordinances. Mr. Salisbury states that he is going into his twenty-third year with the Town and none of these ordinances have changed

Mr. Salisbury further states that he did his due diligence by collecting from the top three (3) animal divisions in state (East Providence, North Providence, and Burrillville), and they run smoothly with what they have in place.

Member Tassoni thanks Mr. Salisbury for his help and feedback. Member Tassoni states that no piece of legislation is 100%.

Member Toppi asks Mr. Salisbury how many stray dogs/cats were picked up last year. Mr. Salisbury states that it was a slow year and approximately one hundred ten (110) dogs/cats were picked up. Mr. Salisbury further states that number is usually over two hundred (200).

Member Toppi questions if the Town euthanizes animals. Mr. Salisbury states that none of the shelters in RI are no kill. Mr. Salisbury further states that if an animal has to be euthanized for safety purposes, he cannot adopt out an animal that has bitten someone.

Member Toppi questions the primary reason for animal impoundment. Mr. Salisbury states that the primary reason is running loose/stray.

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

Member Toppi thanks Member Tassoni and everyone that worked on this ordinance. Member Toppi states that the three (3) dog per residence limit except as permitted by an animal control officer and health representative is already in place, however, the three (3) cat limit is new. Member Toppi does not feel that the council should tell people that they cannot have three (3) or more animals. Member Toppi states that if a person has a large parcel of land or lives on a farm why can they not have more than three (3) animals. Member Toppi further states that if a person lives in an apartment and has numerous animals that would not be considered ideal living conditions for those animals, however, this ordinance provides for the protection of dogs/cats under §126-6 (B) allowing animals to live in crowded conditions and those found to be in violation of this will be penalized. Member Toppi suggests getting rid of these limitations as they are not needed.

Member Toppi states that this ordinance does not provide for the protection of animals in hoarding situations, and she suggests adding those provisions.

Member Toppi refers to §126-46 (C) which states that you cannot have a birdfeeder within one hundred (100) feet of your residence or will be fined \$100. Member Toppi feels this is excessive, and the Town could mind their own business with this issue.

Member Toppi questions what “disposed of” means euthanized. Mr. Salisbury explains that disposed of will be the actual outcome of the animal which could be an adoption or taking ill animals and a veterinarian has given animal control the go ahead that euthanasia would be the best option. Mr. Salisbury further explains that animal control does not euthanize without a veterinarian’s approval. Member Toppi expresses her concerns about the term “disposed of” as it

appears several times in the ordinance.

Member Toppi refers to §126-47 which states that “due to a 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”.

Member Toppi then refers to §126-54 which discusses what will happen if someone harbors more than three (3) cats and if the owner has not reduced the number of cats in accordance with the limits set forth in this provision or they have not been adopted/fostered, then the cats can be “disposed of”. Member Toppi feels this is a contradiction. Mr. Salisbury states that the animal shelter will not euthanize an animal that is adoptable. Member Toppi suggests adding what disposed of means in the definition section, and review that section because if that is not an option for healthy animals that section should be stricken.

Member Toppi refers to §126-28 which states that “any dog found running at large shall be taken by the Animal Control Warden and impounded to the shelter there confined in a humane manner for a period of not less than seven (7) days, and will thereafter be disposed of in a humane manner if not claimed by its owner”. Mr. Salisbury assures the members that the first option is to try to adopt out the dog.

Member Toppi questions “humanely destroyed” and expresses her concerns that the terms are being used interchangeably. Member Toppi feels that these terms need to be defined and used consistently. Mr. Salisbury confirms that “humanely destroyed” means euthanized.

Member Toppi explains that in state law the term “vicious” is used and in this ordinance it was changed from vicious to “aggressive”. Member Toppi suggests making this consistent by using the term “vicious”. Town Manager Rossi states that “vicious” is a different scenario. Mr. Salisbury states that the state law for vicious dogs is being changed to “dangerous dogs”.

Member Toppi refers to §126-54 which discusses someone that has more than three (3) cats and “those cats will be impounded by the officer not exceeding five (5) days during such period, said cat may be returned to the owner upon proof that said owner has reduced the number of cats within their dwelling”. Member Toppi questions how a person can reduce the number of cats if they have all been impounded and not in their possession. Mr. Salisbury explains that family members can be asked to take them or sign them over to the shelter so that homes can be found for them.

Member Toppi suggests adding “unvaccinated” to the definition section. Mr. Salisbury explains this means an animal that is not up-to-date with its rabies, which is the only shot required by law.

Edward DeMayo of 75 Whipple Road feels that a dog/cat is like a human to the family and the term “disposed of” could be changed to “gingerly put to sleep”.

Vice President Iannotti feels that after listening to the speakers with respect to §126-8 (F1), that it is draconian to go after people for not carrying a pooper-scooper, and he would like to see that section removed.

Vice President Iannotti also feels that if a witness does not appear they could be fined, and he is not sure if that is enforceable. Solicitor Gallone explains that if there is a violation, they must appear before municipal court who will issue the summonses.

Vice President Iannotti does not feel this section is needed because municipal court has the authority to issue summonses for violations.

Vice President Iannotti suggests continuing this matter in order to have an opportunity to review the suggestions made.

Member Tassoni assures everyone that farms are except under this ordinance.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council continue the public hearing to March 21, 2023. **Motion is approved by a unanimous 5/0 vote.**

C. Schedule a public hearing on April 4, 2023 to consider and act upon adopting amendments to the Zoning Ordinance and Zoning Map.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on April 4, 2023 to consider adopting amendments to the Zoning Ordinance and Zoning Map. **Motion is approved by a unanimous 5/0 vote.**

XI. Licenses:

A. Consider, discuss and act upon approving the annual renewal of four (4) Bingo Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. Georgiaville Tenants Association, 20 Higgins Lane (fee waived)**
- 2. Old County Road School, 200 Old County Road (fee waived)**
- 3. Smithfield Senior Center, 1 William J. Hawkins, Jr., Trail (fee waived)**
- 4. St. Philip Church, 622 Putnam Pike (fee waived)**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council act upon approving the annual renewal of four (4) Bingo Licenses for Georgiaville 20 Higgins Lane, Old County Road School, 200 Old County Road, Smithfield Senior Center, 1 William J. Hawkins, Jr., Trail, St. Philip Church, 622 Putnam Pike, as listed, as applied, subject to compliance with all State regulations and local ordinances. Fee waived. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss and act upon approving the annual renewal of twenty-seven (27) Holiday Sales Licenses, as listed, 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
2. Anjan Thapa d/b/a “Pick ‘n Pay Food Mart”, 619 Putnam Pike
3. Bacon N Beanz Café, LLC d/b/a “Bacon N Beanz Café”, 345 Waterman Avenue
4. Barnes & Noble Booksellers, Inc. d/b/a “Barnes & Noble #2082”, 371 Putnam Pike, Suite 330
5. Broadway Appliance, Inc. d/b/a “J’S Broadway Appliance & TV”, 47 Cedar Swamp Road, #18
6. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield”, 115 Pleasant View Avenue
7. Colbea Enterprises, LLC d/b/a “Seasons Corner Market”, 947 Douglas Pike
8. Colbea Enterprises, LLC d/b/a “Shell #36”, 368 Putnam Pike
9. Cumberland Farms, Inc. d/b/a “Cumberland Farms #1251”, 353 Waterman Avenue
10. Dave’s Fruitland, Inc. d/b/a “Dave’s Marketplace of Smithfield”, 4 Cedar Swamp Road
11. Dave’s Marketplace of Smithfield, Inc. d/b/a “Dave’s Marketplace”, 371 Putnam Pike, Suite 590
12. Dick’s Sporting Goods d/b/a “Dick’s Sporting Goods”, 371 Putnam Pike, Suite 300
13. DK Convenience, LLC d/b/a “DK Convenience”, 200 Pleasant View Avenue, Unit 3
14. Ephraim Doumato Jewelers, Inc. d/b/a “Ephraim Doumato Jewelers”, 425 Putnam Pike
15. Global Montello Group Corp., d/b/a “Alltown Smithfield”, 471 Putnam Pike
16. Green, Inc. d/b/a “Honey Nail and Spa”, 375 Putnam Pike, #15
17. James Moscatelli d/b/a “Smithfield Smoke Shop”, 20B Cedar Swamp Road
18. JM of Smithfield, LLC d/b/a “Jersey Mike’s Subs”, 473 Putnam Pike
19. Mac’s Liquor, Inc. d/b/a “Mac’s Liquor Mart”, 200 Pleasant View Avenue
20. Marylou’s News, Inc. d/b/a “Marylou’s Coffee”, 368 Putnam Pike
21. Old Navy, LLC, d/b/a “Old Navy #6156”, 371 Putnam Pike
22. Anthony Polseno, Jr., d/b/a “Pleasant View Orchards”, 141 Pleasant View Avenue
23. Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike
24. Putnam Pike Liquors, Inc. d/b/a “B & C Liquor”, 253 Putnam Pike
25. Rocky’s Ace Hardware, Inc. d/b/a “Rocky’s Ace Hardware”, 633 Putnam Pike

26. The Sherwin Williams Company d/b/a “The Sherwin Williams Company”, 400 Putnam Pike

27. The TJZ Companies, Inc. d/b/a “TJ Maxx #190”, 445 Putnam Pike

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of twenty-seven (27) Holiday Sales Licenses, as listed, 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
2. Anjan Thapa d/b/a “Pick ‘n Pay Food Mart”, 619 Putnam Pike
3. Bacon N Beanz Café, LLC d/b/a “Bacon N Beanz Café”, 345 Waterman Avenue
4. Barnes & Noble Booksellers, Inc. d/b/a “Barnes & Noble #2082”, 371 Putnam Pike, Suite 330
5. Broadway Appliance, Inc. d/b/a “J’S Broadway Appliance & TV”, 47 Cedar Swamp Road, #18
6. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield”, 115 Pleasant View Avenue
7. Colbea Enterprises, LLC d/b/a “Seasons Corner Market”, 947 Douglas Pike
8. Colbea Enterprises, LLC d/b/a “Shell #36”, 368 Putnam Pike
9. Cumberland Farms, Inc. d/b/a “Cumberland Farms #1251”, 353 Waterman Avenue
10. Dave’s Fruitland, Inc. d/b/a “Dave’s Marketplace of Smithfield”, 4 Cedar Swamp Road
11. Dave’s Marketplace of Smithfield, Inc. d/b/a “Dave’s Marketplace”, 371 Putnam Pike, Suite 590
12. Dick’s Sporting Goods d/b/a “Dick’s Sporting Goods”, 371 Putnam Pike, Suite 300
13. DK Convenience, LLC d/b/a “DK Convenience”, 200 Pleasant View Avenue, Unit 3
14. Ephraim Doumato Jewelers, Inc. d/b/a “Ephraim Doumato Jewelers”, 425 Putnam Pike
15. Global Montello Group Corp., d/b/a “Alltown Smithfield”, 471 Putnam Pike
16. Green, Inc. d/b/a “Honey Nail and Spa”, 375 Putnam Pike, #15
17. James Moscatelli d/b/a “Smithfield Smoke Shop”, 20B Cedar Swamp Road
18. JM of Smithfield, LLC d/b/a “Jersey Mike’s Subs”, 473 Putnam Pike
19. Mac’s Liquor, Inc. d/b/a “Mac’s Liquor Mart”, 200 Pleasant View Avenue
20. Marylou’s News, Inc. d/b/a “Marylou’s Coffee”, 368 Putnam Pike
21. Old Navy, LLC, d/b/a “Old Navy #6156”, 371 Putnam Pike
22. Anthony Polseno, Jr., d/b/a “Pleasant View Orchards”, 141 Pleasant View Avenue
23. Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike

24. Putnam Pike Liquors, Inc. d/b/a “B & C Liquor”, 253 Putnam Pike
25. Rocky’s Ace Hardware, Inc. d/b/a “Rocky’s Ace Hardware”, 633 Putnam Pike
26. The Sherwin Williams Company d/b/a “The Sherwin Williams Company”, 400 Putnam Pike
27. The TJZ Companies, Inc. d/b/a “TJ Maxx #190”, 445 Putnam Pike

Motion is approved by a unanimous 5/0 vote.

- C. **Consider, discuss and act upon approving the annual renewal of a Private Detective License for Ralph Howe, 4 Anson Brown Road, Johnston, RI, for his business “Information Connection Unlimited”, 400D Putnam Pike, Suite 128, Smithfield, RI, as applied, subject to compliance with all State regulations and local ordinances.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of a Private Detective License for Ralph Howe, 4 Anson Brown Road, Johnston, RI, for his business “Information Connection Unlimited”, 400D Putnam Pike, Suite 128, Smithfield, RI, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

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

1. **Farm to Sandwich, LLC d/b/a “Farm to Sandwich”, to sell sandwiches and burgers from a truck with RI Reg. 45029, 14 Abbott Street, Cranston, RI**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve the renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

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

- **St. Patrick’s Day Party to be held on Thursday, March 16, 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 Vice President Iannotti, that the Smithfield Town Council approve one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:

- St. Patrick's Day Party to be held on Thursday, March 16, 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.

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

- Spring Fling to be held on Thursday, April 20, 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 for the Smithfield Senior Center as follows:

- Spring Fling to be held on Thursday, April 20, 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.

G. Consider, discuss and act upon approving a new Victualling Only License for KelCarQ BBQ, LLC d/b/a "KelCarQ BBQ" 375 Putnam Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health.

Acting Town Clerk Antonuccio states that this establishment received their final approval from the Health Department today.

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

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve a new Victualling Only License for KelCarQ BBQ, LLC d/b/a “KelCarQ BBQ” 375 Putnam Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon rescinding a request for proposals for construction of the new fire station on George Washington Highway.

Fire Chief Robert Seltzer explains that only two (2) bids were received, and both were extremely high. Chief Seltzer asks the council to consider rescinding the previously approved RFP so that the project can be reviewed along with other cost savings. Chief Seltzer further explains that a new package will be put together.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council, rescinds the previously approved RFP for Smithfield Fire Station – new construction. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Thomas Hodgkins of 200 Farnum Pike addresses the zoning amendments that will be discussed in April. Mr. Hodgkins explains that the zoning ordinance (Article 11) provides a procedure on how zoning amendments should come before the council. Mr. Hodgkins further explains that sponsorship by a council member or to come from the Planning Board. Mr. Hodgkins questions how these amendments came about.

Mr. Hodgkins also explains that there is a requirement for certain other findings or reports from the Planner and the Town Engineer. The findings by the Planning Board regarding compliance with the Comprehensive Use Plan and the goals of the zoning ordinance. Mr. Hodgkins does not see that any of this has been provided.

Mr. Hodgkins states that he recalls this being brought up in 2021 when a hearing on the proposed amendments was scheduled. Mr. Hodgkins submitted an APRA request asking for the supporting documents for the reasons why the ordinance came about and what the council or Planning Board had considered and the basis for it. Mr. Hodgkins further states that he wanted to meaningfully participate in the meeting, however, he did not receive a timely response prior to the hearing. Mr. Hodgkins also states that when he did receive a response by the Planning Board Solicitor, it consisted of only Planning Board agendas and minutes.

Mr. Hodgkins does not feel this is a legitimate attempt to comply with the APRA allegations of the Town in terms of what should be provided.

Mr. Hodgkins states that he will be submitting an APRA to better understand when these zoning

amendments are coming from and what has been consulted. Mr. Hodgkins hopes that there is a response from the Town prior to the hearing date.

Mr. Hodgkins further states that he cannot understand why there is a proposal to reduce the number of voting members on the Zoning Board. Mr. Hodgkins would like to know who proposed this.

Solicitor Gallone believes that this is statewide legislation that would reduce the number of members required to approve certain types of variances. Solicitor Gallone states that he will speak with the Town Planner regarding how these proposed amendments were generated. Solicitor Gallone believes that they came from Planning, however, that needs to be verified and it needs to be known what the reasons for them are. Solicitor Gallone believes that the recommendations for the zone changes came from the Planning Department and then they were forwarded to the Planning Board. Solicitor Gallone explains that many times the genesis is the Planning Department who looks for amendments that are inconsistent with state law, and in order to make them consistent with state law, they will wait until they have several things and put them all together to have a public hearing for the council to consider adoption.

Mr. Hodgkins states that is not what is laid out in the zoning ordinance. Solicitor Gallone suggests that the ordinance be changed because council sponsorship is inconsistent with the state's enabling act.

The Chair of the Dog Park Committee Elizabeth Cerroni thanks the members for eliminating the annual membership fee of \$25

XIII. Adjournment.

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

Meeting adjourns at 8:35 p.m.

Acting Town Clerk

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, March 14, 2023

Place: Smithfield Town Hall

Time: 5:30 P.M.

Present:

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

-
- I. President Lawton calls the Tuesday, March 14, 2023 Smithfield Town Council Meeting to order at 5:30 p.m.**

II. Licenses:

Consider, discuss and act upon approving the renewal of one (1) Entertainment License, 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.**

Motion is made by Member Iannotti, seconded by Member Toppi, that the Smithfield Town Council approve the renewal of one (1) Entertainment License, 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.

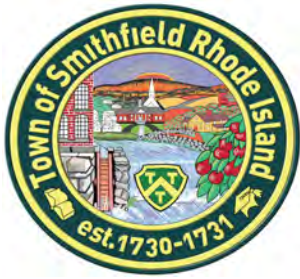
Motion is approved by a 3/1 vote. *Member Tassoni votes nay.*

XI. Adjournment.

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

Meeting adjourns at 5:33 p.m.

Acting Town Clerk



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Relocation of a B-Victualler License for Copperfield's Inc. d/b/a "Copperfield's Bar & Grill", from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35 for the March 21st Town Council Meeting

BACKGROUND:

Conduct a Public Hearing to consider approving the relocation of a Class B-Victualler License for Copperfield's Inc. d/b/a "Copperfield's Bar & Grill", from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Good Standing, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of TIP Cards
Copy of notice to abutters
Copy of radius map and abutters list
Drawing of indoor area
Notice of Public Hearing that appeared in the Valley Breeze on the following dates: March 9, 2023, March 16, 2023, and March 23, 2023

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the relocation of a Class B-Victualler License for Copperfield's Inc., d/b/a "Copperfield's Bar & Grill" from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Good Standing, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE. NO FEE FOR RELOCATION

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

PLEASE PRINT:

Note: Please fill in ALL the necessary informtaion.

Date of Application:

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

License Application Status: NEW RENEWAL TRANSFER
RELOCATION TRANSFER

Name of Applicant: KARIM MENEUBHI

Date of Birth: 04-26-66

Resident Address: 903 Providence Place
Providence, RI 02903

Business Address: 375 Putnam Pike
Smithfield, RI

Map:

Lot:

Corporation Name: Copperfields, inc

Resident Telephone: 401-749-9201

Business Telephone: 401-354-0774

Operating Under Trade Name of: Copperfields Bar & Grill

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

KARIM MENEUBHI Pres. 04-26-66

Describe Operation of Business:

Required to fill requested
Hours of Operation:

3pm - 1am Mdy - Thurs - Noon - 1am Frid, Sat & Sun

Signature of Applicant:

Title:

President

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Police Chief: ☒

For Official Use Only

Fire Chief: ☒

Building Official: ☒

Owner of Premises:

RI Dept. of Health: _____

Representation of 375 Putnam Pike

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

() Approved

() Denied

License# _____

Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: _____

1. NAME OF CANDIDATE: (PRINT)

MENEZHI LAST KARIM FIRST _____ MIDDLE

MAIDEN NAME

04-26-66

2. DATE OF BIRTH

903 Providence Pk, Providence

4. CURRENT ADDRESS

BAR/REST

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

MOROCCO

3. PLACE OF BIRTH

COPPERTIELDS

5. NAME OF BUSINESS

375 Putnam Pk, Smithfield.

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-354-0774

9. BUSINESS PHONE

401-749-9201

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
7/2019	Current	Providence Place	Providence, RI

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

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

13. List below two (2) character references

- | | | |
|--------------------|------------------------------|--------------|
| 1. JASON TESSITORE | 3 Continental Rd, Smithfield | 401-419-9739 |
| NAME | ADDRESS | PHONE |
| 2. John Gregoire | 1575 East Wilm Lake Rd | 401-486-2841 |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: _____

Witness: _____

From: Megan Ruo mem902@yahoo.com
Subject:
Date: September 22, 2021 at 2:01 PM
To: meger2323@outlook.com



eTIPS On Premise 3.1

CERTIFIED

Issued: 10/6/2020

Expires: 10/6/2023

ID#: 5385435

Megan Ruo
Bishop Hill Tavern
9 Milburn St
Johnston, RI 02919-3552

For service visit us online at www.gettips.com

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

Issued: 10/20/2020

Code: 20 -228

Name:



Jessica M. McKenna

1363 Smith Street 1

N. Providence, RI 02911

SERVER TRAINING ON PREMISE

Expiration Date: 10/20/2023

Instructor: Frank J. Fairbairt 401-943-5454

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz
Adam F. Chafetz
HCI President

ID#: 5570952 Name: Taylor L LaRochelle

Exam Date: 10/8/2021 Expiration Date: 10/8/2024



CERTIFIED
eTIPS On Premise 3.0.9 Rhode Island

Issued: 10/8/2021

Expires: 10/8/2024

ID#: 5570952

Taylor L LaRochelle
Copperfields
9 Cedar Rd
Smithfield, RI 02917

For service visit us online at www.gettips.com

March 6, 2023

PUBLIC HEARING

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

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

**RELOCATION OF A CLASS B-VICTUALLER BEVERAGE LICENSE
(To include outdoor/seating bar service)**

Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", relocating from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, in the Town of Smithfield.

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

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

March 8, 2023

PUBLIC HEARING (Corrected Notice)

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

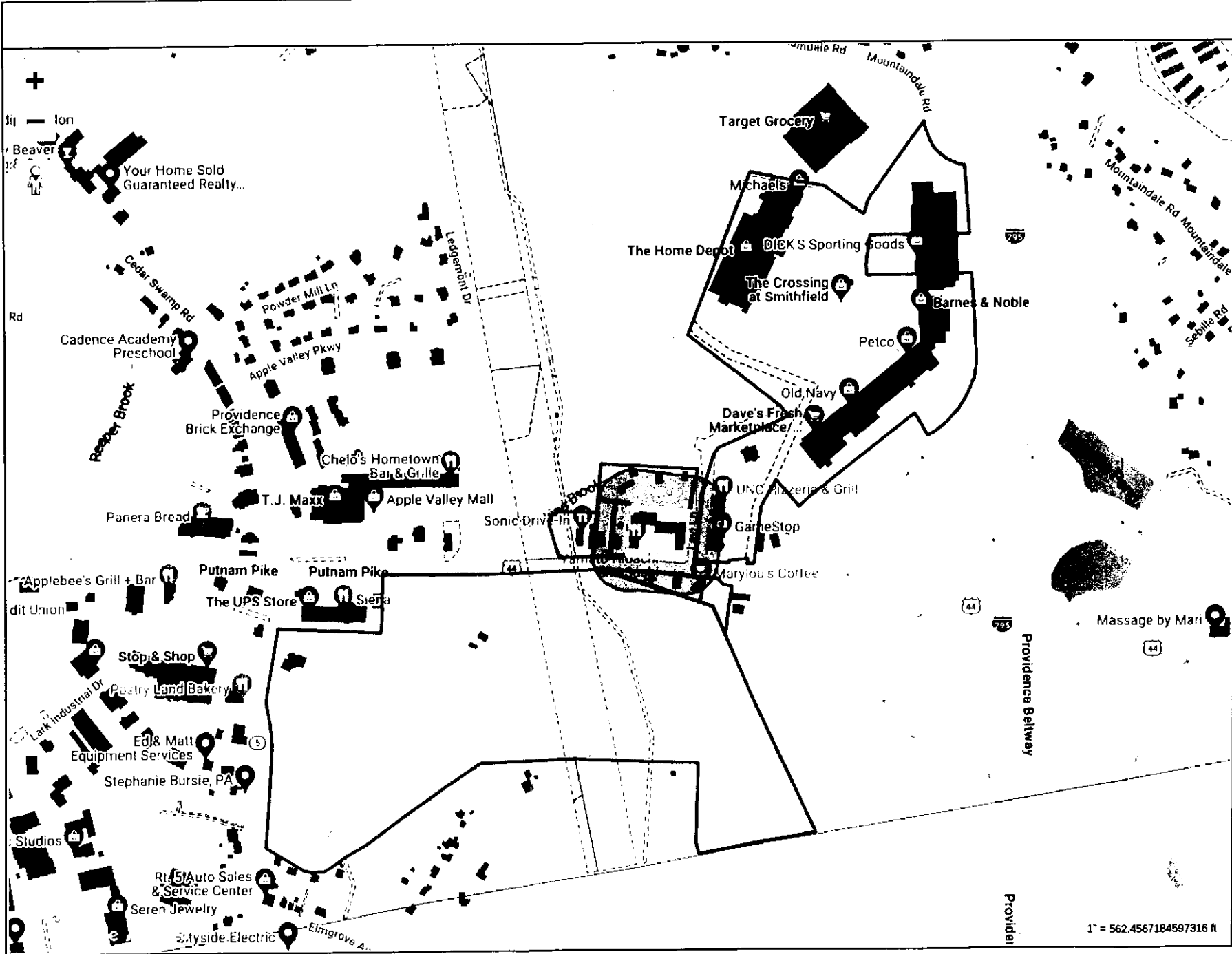
NOTICE IS HEREBY GIVEN by the Town Council of the Town of Smithfield, being the Licensing Board in said Town, that an application for a license to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto, has been made to said Council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

RELOCATION OF A CLASS B-VICTUALLER BEVERAGE LICENSE

Copperfield's, Inc. d/b/a "**Copperfield's Bar & Grill**", relocating from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, in the Town of Smithfield.

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

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



Property Information
Property ID 3438
Location 375 PUTNAM PIKE
Owner 375 PUTNAM PIKE LLC



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

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

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

1" = 562,456,718,459,7316 ft

Town of Smithfield, RI Abutters Report

200ft. Abutters of Property 3438
at 375 PUTNAM PIKE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 6/11/2021.

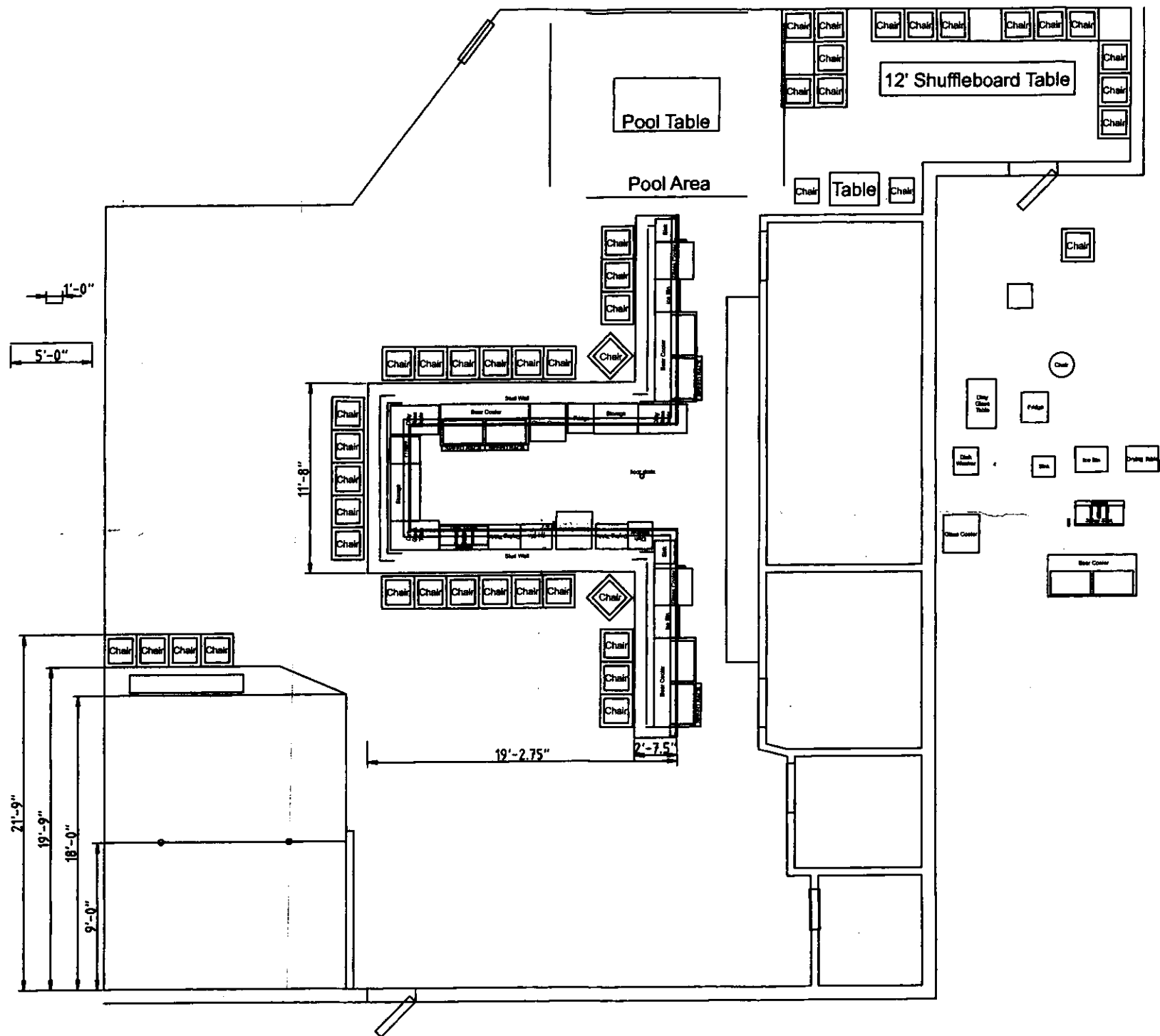
Abutter	Site Address	Property ID	Owner Address
3428 GLOBAL COMPANIES LLC	368 PUTNAM PIKE ✓	3428	GLOBAL COMPANIES LLCC/O ALLIANCE ENERGY LLC/TAX DEPT 15 NORTHEAST INDUSTRIAL NROAD BRANFORD, CT 06405
3429 RONCI REALTY ASSOCIATES LLC	370 PUTNAM PIKE ✓	3429	RONCI REALTY ASSOCIATES LLC 20 CEDAR SWAMP RD SMITHFIELD, RI 02917
3430 NARRAGANSETT ELECTRIC COMPANY	374 PUTNAM PIKE ✓	3430	NARRAGANSETT ELECTRIC COMPANYNATIONAL GRID C/O PROPERTY TAX DEPARTMENT 40 SYLVAN ROAD WALTHAM, MA 02451-2286
3436 SMITHFIELD REALTY CO	385 PUTNAM PIKE ✓	3436	SMITHFIELD REALTY CO 499 WARREN AVE EAST PROVIDENCE, RI 02914
3437 PAWTUCKET CREDIT UNION	379 PUTNAM PIKE ✓	3437	PAWTUCKET CREDIT UNIONATTN: BRIAN REGAN 1200 CENTRAL AVENUE PAWTUCKET, RI 02861
4178 AUDUBON SOCIETY OF	12 SANDERSON RD ✓	4178	AUDUBON SOCIETY OFRHODE ISLAND 12 SANDERSON RD SMITHFIELD, RI 02917

Town of Smithfield, RI Abutters Report

200ft. Abutters of Property 3438
at 375 PUTNAM PIKE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 6/11/2021.

4290 W/S SMITHFIELD ASSOCIATES OP OWNER LLC	371 PUTNAM PIKE ✓	4290	W/S SMITHFIELD ASSOCIATES OP OWNER LLC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467
4464 ALBA PROPERTIES LLC	20 LEVI LANE ✓	4464	ALBA PROPERTIES LLC 20 LEVI LANE SMITHFIELD, RI 02917
4478 JUNIOR REALTY LLC	393 PUTNAM PIKE ✓	4478	JUNIOR REALTY LLC PO BOX 91012 JOHNSTON, RI 02919



**TOWN OF SMITHFIELD
INTOXICATING BEVERAGE RELOCATION**

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

RELOCATION OF A CLASS B-VICTUALLER BEVERAGE LICENSE

**Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", relocating from
9 Cedar Swamp Road to 375 Putnam Pike, Unit 35 in the Town of Smithfield.**

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

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

**TOWN OF SMITHFIELD
INTOXICATING BEVERAGE RELOCATION**

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

**RELOCATION OF A CLASS B-VICTUALER BEVERAGE LICENSE
(To include outdoor seating/bar service)**

Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", relocating from
9 Cedar Swamp Road to 375 Putnam Pike, Unit 35 in the Town of Smithfield.

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

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



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Public Hearing to consider a request for Outdoor Seating/Bar Service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant” for the March 21st Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

Copy of Tip Cards

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

RECOMMENDED MOTION:

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: NO FEE

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

OUTDOOR SEATING/BAR SERVICE

Date of Application: 7/18/2022

Type of License: Beverage Class B-V

License Application Status: Renewal

Name of Applicant: Isabel Juan

Date of Birth: 3/20/1970

Resident Address: 23 Romoli Avenue
Attleboro MA 02703

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

Corporation Name: Rangoon, LLC

Resident Telephone: (508) 641-0517

Business Telephone: (401) 231-8881

Operating Under
Trade Name of: Rangoon Chinese & Japanese Restaurant

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

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

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

Required to fill requested
Hours of Operation:

Monday-Sunday 6:00 a.m. - 1:00 a.m.

Signature of Applicant: _____

Title: Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Chun Yeh Juan

Address: 23 Romoli Avenue, Attleboro, MA 02703

Telephone: (774) 254-7627

Name: _____

Address: _____

Telephone: _____

For Official Use Only

Police Chief: _____

Fire Chief: Colt W. S.

Building Official: _____

Owner of Premises: Isabel Juan

RI Dept. of Health: _____

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

() Approved () Denied

License# _____

Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-1-23

1. NAME OF CANDIDATE: (PRINT)

Juan Isabel C
LAST FIRST MIDDLE

MAIDEN NAME

Lee
03/20/70

2. DATE OF BIRTH

23 Romoli Ave, Attleboro, MA 02703

4. CURRENT ADDRESS

Restaurant

6. TYPE OF BUSINESS

Yes

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Taiwan
Rangon LLC

5. NAME OF BUSINESS

294 Waterman Ave, Smithfield, RI 02917

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-231-8881

9. BUSINESS PHONE

508-641-0517

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1997</u>	<u>Dec 2004</u>	<u>20 lawn st</u>	<u>Attleboro, MA 02703</u>

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

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

13. List below two (2) character references

1. Hsiao Juan 70 Broadway #40 N. Attleboro 508-641-6888
NAME ADDRESS PHONE
2. Shue Juan 70 Broadway #40 N. Attleboro 508-641-8886
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature] Witness: _____

Dear Town Council,

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

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

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

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

Sincerely,

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

Isabel Juan

March 6, 2023

PUBLIC HEARING

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

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

REQUEST FOR OUTDOOR SEATING AND BAR SERVICE

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

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

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

294 Waterman Ave



Property Information

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



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

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

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

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

Abutters Report

Abutters

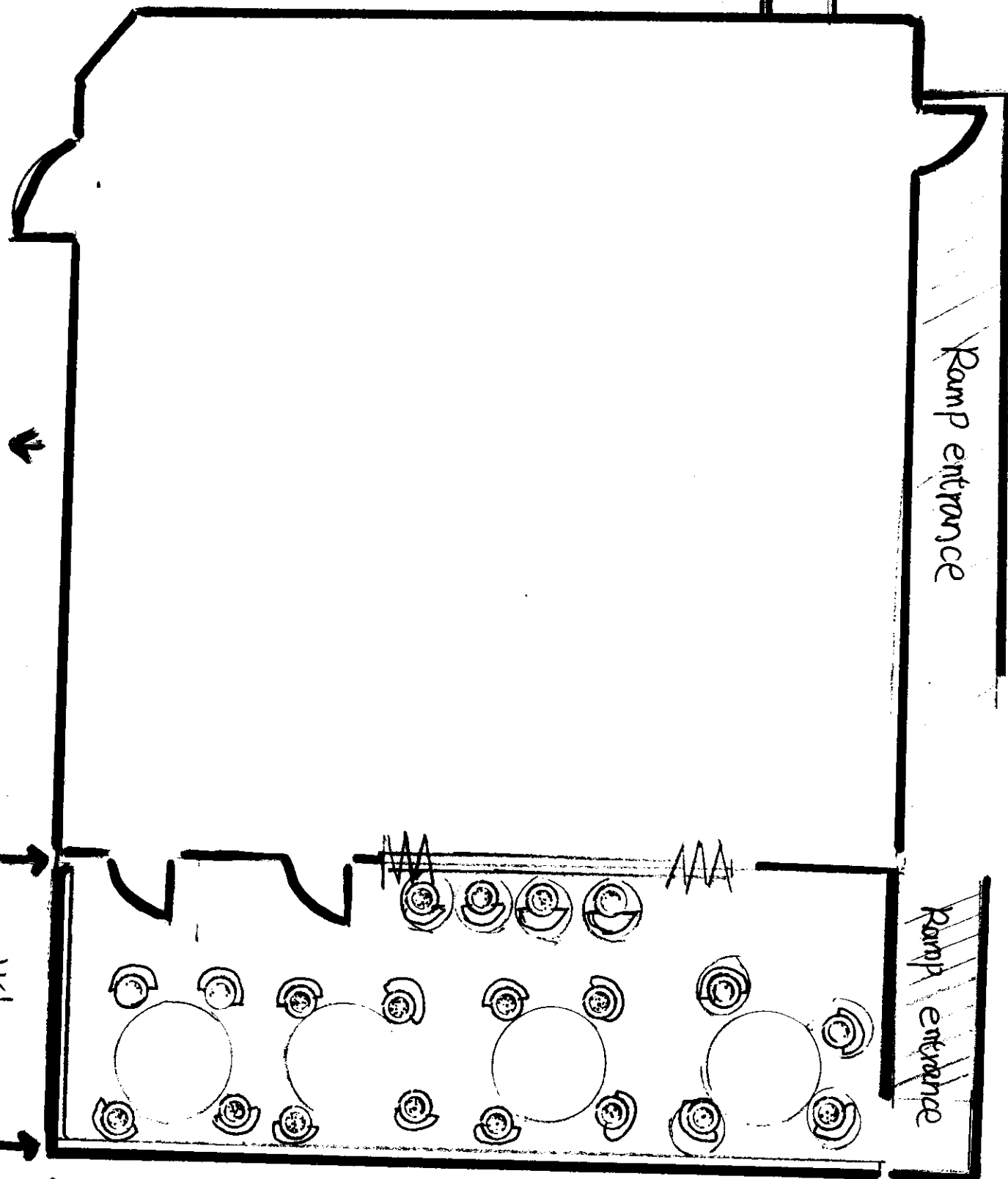
<u>REM ACCT NUM</u>	<u>REM OWN NAME</u>	<u>REM PRCL LOCN</u>
13-3390-75	DORNHECKER GERALD	304 WATERMAN AVE
11-0449-94	ORTIZ CARMEN LOPEZ	302 WATERMAN AVE
18-0440-61	REGAN JOSEPH M JR ET UX	5 CAMP ST
03-3700-00	COUTURE DANIEL R	6 CAMP ST
10-0619-14	294 WATERMAN AVENUE REALT	294 WATERMAN AVE
12-1426-09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

↑ to Parking lot

Ramp entrance

Ramp entrance

to Burgo Ave



42'

15'

to Vallen...



parking lot

parking lot

EXIT

Burns Ave

EXIT

N. 1st

Winterson



Issued: 08/25/2020

Code: 20 - 148

Name:

Ashley M. Vieira

29 Sebille Road

Smithfield, RI 02917

Expiration Date: 08/25/2023

Instructor: Frank J. Faubert 401-943-5454

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

Issued: 08/25/2020

Code: 20 - 148

Name:

Marcela E. Quiros

9 Callista Street

Greenville, RI 02828

Expiration Date: 08/25/2023

Instructor: Frank J. Faubert 401-943-5454

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

Issued: 08/25/2020

Code: 20 - 148

Name:

Isabel Juan

23 Romoli Avenue

Attleboro, MA 02703

Expiration Date: 08/25/2023

Instructor: Frank J. Faubert 401-943-5454

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

Issued: 08/25/2020

Code: 20 - 148

Name:

Timothy P. Edesall

9 Adames Street

Smithfield, RI 02917

Expiration Date: 08/25/2023

Instructor: Frank J. Faubert 401-943-5454

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING**

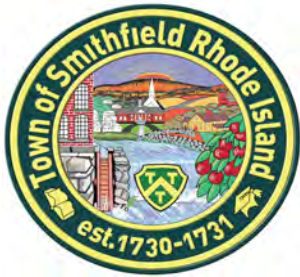
NOTICE IS HEREBY GIVEN, by the Town Council of Smithfield being the Liquor Licensing Board in said Town, that an application for a License to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto has been made to said Council as follows:

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

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

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

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



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill" for the
March 21st Town Council Meeting

BACKGROUND:

Copperfield's Inc. d/b/a "Copperfield's Bar & Grill", has applied for a new Victualling License for their business located at 375 Putnam Pike, Unit 35.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of menu

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for Copperfield's Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35 with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, final approval from the RI Department of Health and a copy of the Retail Sales Permit.

FEE: \$50.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 03/07/23

Type of License: Victualling

Check
One:

New ☒) Renewal ☐ Amended ☐

Name of Applicant: KARIM MENERBHI

Date of Birth: 04-26-66

Resident Address: 903 Providence Place, Providence

Business
Address

375 Putnam Pike, Smithfield

Operating Under

Trade Name of:

COPPERFIELDS

Resident

Telephone:

401-749-9201

Business

Telephone

401-354-0774

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

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

Describe operation of business: _____

Requested Hours of Operation: Monday - Thursday 3PM - 1AM Fri, Sat & Sun Noon - 1AM

Signature of Applicant: _____

Title: President

Applies to business establishments only:

In case of emergency/person to contact

Name: Roger Spina Address: 51 Stella Street, Providence Phone: 401-480-4824

Name: Jason Tessitore Address: 3 Continental Rd, Smithfield Phone: 401-419-9739

For Official Use Only

Police Chief: ☒

Building Official: ☒

RI Dept.
of Health: ☒

Fire Chief: ☒

Owner of
Premises: ☒

Representative of 375 Putnam Pike

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved () Denied

License #: _____

Date
Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: _____

1. NAME OF CANDIDATE: (PRINT)

MENEZHI KARIM _____
LAST FIRST MIDDLE

MAIDEN NAME

04-26-66

2. DATE OF BIRTH

903 Providence Pk, Providence

4. CURRENT ADDRESS

BAR/REST

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

MOROCCO

3. PLACE OF BIRTH

COPPERTIELDS

5. NAME OF BUSINESS

375 Putnam Pike, Smithfield

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-354-0774

9. BUSINESS PHONE

401-749-9201

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>7/2019</u>	<u>Current</u>	<u>Providence Place</u>	<u>Providence, RI</u>

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

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

13. List below two (2) character references

1. JASON TESSITORE 3 Continental Rd, Smithfield 401-419-9739
NAME ADDRESS PHONE
2. John Gregoire 1575 East Wulum Lake Rd 401-486-2841
NAME ADDRESS PHONE
Pascagay RI

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____

All burgers come with a side order of regular hand cut fries. Substitute
parmesan garlic fries, sweet potato fries, for an additional \$1.50

All American - Beef burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Florentine - Beef burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Copperfield's Happy Mother - Beef burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Black & Blue - Beef burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Mushroom Swiss - Beef burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Spinach Pie Deluxe - Spinach pie with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

B-B-Q Chicken - Chicken burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Buffalo Chicken - Chicken burger with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Delux Steak Calzone - Steak calzone with cheddar cheese, tomato, onion, pickles, ketchup, mustard, and lettuce. \$4.99

Cheese Pizza - One delicious pizza topped with melted mozzarella cheese. \$4.99

Pepperoni Pizza - Another delicious pizza topped with melted mozzarella cheese. \$4.99

Margarita Pizza - One delicious pizza topped with melted mozzarella cheese. \$4.99

B-B-Q Chicken Pizza - One delicious pizza topped with melted mozzarella cheese. \$4.99

Buffalo Chicken Pizza - One delicious pizza topped with melted mozzarella cheese. \$4.99

Veggie Pizza - One delicious pizza topped with melted mozzarella cheese. \$4.99



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Entertainment License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill" for the March 21st Town Council Meeting

BACKGROUND:

Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", has applied for a new Entertainment License for their business located at 375 Putnam Pike, Unit 35.

TOWN REVENUE:

The cost for a new Entertainment License is \$100.00 plus a one-time initial application fee of \$15.00

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Entertainment License for Copperfield's, Inc., d/b/a "Copperfield's Bar & Grill" for their business located at 375 Putnam Pike, Unit 35, as applied, subject to compliance with all State regulations and local ordinances.

\$15.00 (one time application fee)

\$100.00

(New)

FEE:

\$50.00

(Renewal)

TOWN OF SMITHFIELD

OFFICE OF THE TOWN CLERK

LICENSE APPLICATION

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 03/07/23

Type of License: ENTERTAINMENT Check One: New ☒) Renewal ☐) Transfer ☐)

Name of Applicant: KARIM MENEHET

Date of Birth: 04-26-66

Resident Address: 903 Providence Place, Providence

Business Address: 375 Putnam Pike, Smithfield Plat Lot

Operating Under

Resident

Trade Name of:

COPPERFIELDS

Telephone:

Business

Telephone

Copperfields Bar & Grill

401-749-9201 401-354-0774

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: Karim Address: _____ Title: _____ DOB: _____

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature]

Title: Pres

Applies to business establishments only:

In case of emergency/person to contact

Name: Roger Spira Address: 51 Stella Street, Providence Phone: 401-480-4824

Name: Jason Tessitore Address: 3 Continental Rd, Smithfield Phone: 401-419-9739

For Official Use Only

Police Chief:

X

Fire Chief:

X

Building Official:

X

Owner of

RI Dept.

premises:

of Health:

SIGNATURE NOT REQUIRED

[Signature]
Christina Halland
Representative of Putnam Pike

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved

() Denied

License #: _____

Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: _____

1. NAME OF CANDIDATE: (PRINT)

MENEZES LAST KARIM FIRST _____ MIDDLE

MAIDEN NAME

04-26-66

2. DATE OF BIRTH

903 Providence Pk, Providence

4. CURRENT ADDRESS

BAR/REST

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

MOROCCO

3. PLACE OF BIRTH

COPPERTIELDS

5. NAME OF BUSINESS

375 Wulm Lake Smithfield.

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-354-0774

9. BUSINESS PHONE

401-749-9201

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
2/2019	Current	Providence Place	Providence, RI

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

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

13. List below two (2) character references

- | | | |
|-------------------|------------------------------|--------------|
| 1. Jason TESSIERE | 3 Continental Rd, Smithfield | 401-419-9739 |
| NAME | ADDRESS | PHONE |
| 2. John Gregoire | 1575 East Wulm Lake Rd | 401-486-2841 |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: _____

Witness: _____



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Special Dance License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill" for the March 21st Town Council Meeting

BACKGROUND:

Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", has applied for a new Special Dance License for their business located at 375 Putnam Pike, Unit 35.

TOWN REVENUE:

The cost for a new Special Dance License is \$1.00

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Special Dance License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", for their business located at 375 Putnam Pike, Unit 35, as applied, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$1.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 03/08/23

Type of License: SPECIAL DANCE Check One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: KARIM MEWEBHI

Date of Birth: 04-26-66

Resident Address: 903 Providence Place, Providence

Business Address: 375 Putnam Pike, Smithfield, RI

Operating Under Trade Name of: Copperfields, Inc

Resident Telephone: 401-354-0774 Business Telephone: 401-749-9201

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: President

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief:

Fire Chief:

Building Official:

Owner of premises:

RI Dept. of Health:

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

[Signature]
Landlord Representative

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved () Denied

License #: _____

Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: _____

1. NAME OF CANDIDATE: (PRINT)

MENEZES LAST KARIM FIRST _____ MIDDLE

MAIDEN NAME

04-26-66

2. DATE OF BIRTH

903 Providence Pk, Providence

4. CURRENT ADDRESS

BAR / REST

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

MOROCCO

3. PLACE OF BIRTH

COPPERTFIELD

5. NAME OF BUSINESS

375 Putnam Pk, Smithfield.

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-354-0774

9. BUSINESS PHONE

401-749-9201

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
2/2019	Current	Providence Place	Providence, RI

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

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

13. List below two (2) character references

- | | | |
|--------------------|------------------------------|--------------|
| 1. JASON TESSITORE | 3 Continental Rd, Smithfield | 401-419-9739 |
| NAME | ADDRESS | PHONE |
| 2. John Gregoire | 1575 East Wulvm Lake Rd | 401-486-2841 |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: _____

Witness: _____



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of fourteen (14) Holiday Sales Licenses for the March 21st Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

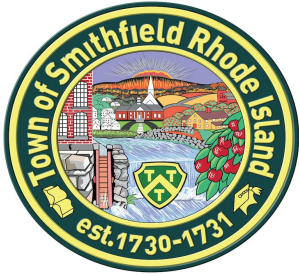
Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of fourteen (14) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Amrah H. Siddiqui d/b/a “Shop N Go”, 105C Pleasant View Avenue, Unit #9
2. Card, Inc. d/b/a “Gigi’s Scoops”, 265 Putnam Pike
3. Claire’s Boutique, Inc. d/b/a “Claire’s #5041”, 371 Putnam Pike
4. Hill Top Gardens, LLC d/b/a “Hill Top Gardens”, 363 Putnam Pike
5. Home Depot USA, Inc. d/b/a “The Home Depot #4282”, 371 Putnam Pike
6. Kishwar J. Adil d/b/a “Twin River Mini Mart”, 151 Douglas Pike, Suite 7
7. Mattress Firm, Inc. d/b/a “Mattress Firm #170005”, 445 Putnam Pike
8. Office Superstore East, LLC d/b/a “Staples the Office Superstore”, 371 Putnam Pike, Suite 230

9. Petco Animal Supplies Stores, Inc. d/b/a "Petco #3748", 371 Putnam Pike
10. Premium Brands Opco, LLC d/b/a "Loft#734", 371 Putnam Pike
11. RPC, Inc. d/b/a "Rumford Pet Express", 445 Putnam Pike
12. Sterling, Inc. d/b/a "Kay Jewelers #2608", 371 Putnam Pike, Unit 325
13. The Stop & Shop Supermarket Co., LLC d/b/a "Stop & Shop Supermarket #705", 446 Putnam Pike
14. Ulta Salon Cosmetics & Fragrance, Inc. d/b/a "Ulta Beauty", 371 Putnam Pike



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Mobile Food Truck License Renewal for the March 21st Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

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

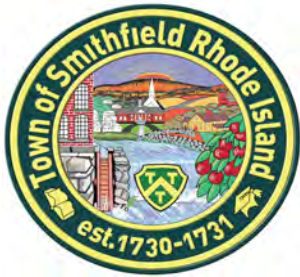
APPROVAL STATUS:

All paperwork is complete for renewal by the Town Council.

RECOMMENDED MOTION:

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

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



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of two (2) Bingo Licenses for the March 21st Town Council Meeting

BACKGROUND:

Esmond Village Tenants Association and Pleasant View Elementary School PTO have submitted their applications for the renewal of their Bingo Licenses.

TOWN REVENUE:

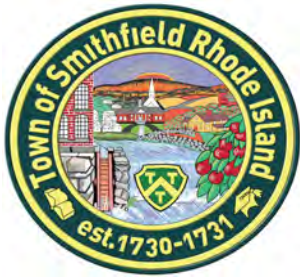
The fee for the renewal of a Bingo License for the Esmond Village Tenants Association and Pleasant View Elementary School PTO has been customarily waived.

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council act upon approving the annual renewal of two (2) Bingo Licenses, for Esmond Village Tenants Association, located at 3 Village Drive, Apt. 112, and Pleasant View Elementary School PTO, located at 100 Pleasant View Avenue, as listed, as applied, subject to compliance with all State regulations and local ordinances. Fee waived.



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for four (4) One-Day Special Event Licenses to hold “Easter Fundays” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve four (4) One-Day Special Event Licenses for Seven Cedars Farm for “Easter Fundays”, 20 John Mowry Road on the following dates:

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

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

ASTER FUNDAYS; MARCH 25 (private), APRIL 1st, 2nd, 18th 11:00-3:00 ✓✓✓
= \$65

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

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

Date of Application: 3-6-2023

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

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MOWERY RD Business Address: 20 JOHN MOWERY RD Plat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone: _____

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: EASTER EGG HUNT

Hours of Operation: 11:00 am - 3:00

Signature of Applicant: [Signature] Title: OWNER

Applies to business establishments only: In case of emergency/person to contact

Name: <u>JOHN EMIN</u>	Address: <u>7 JOHN MOWERY RD</u>	Phone: <u>401-263-7330</u>
Name: <u>BETH EMIN</u>	Address: <u>10 JOHN MOWERY RD</u>	Phone: <u>401-837-7153</u>

[Signature] For Official Use Only

Police Chief: <u>X</u>	Fire Chief: <u>X</u>
Building Official: _____	Owner of premises: <u>Depends on type of event</u>
RI Dept. of Health: _____	<u>X</u> <u>[Signature]</u>

SIGNATURE NOT REQUIRED

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

() Approved () Denied License #: 1-4 Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN JACBYN MARIE
LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MAURY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NOTZWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MAURY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1990</u>	<u>PRESENT</u>	<u>10 JOHN MAURY RD</u>	<u>SMITHFIELD, RI</u>
<u>1994</u>	<u>1990</u>	<u>7 JOHN MAURY</u>	<u>SMITHFIELD, RI</u>

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

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

13. List below two (2) character references

1. VINCENT DICENZO 1 KANE RD, SMITHFIELD 401-632-1894
NAME ADDRESS PHONE
2. ERIC JEFFREY 121 C. GILKINLEY RD, POSTER 401-631-5216
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: James

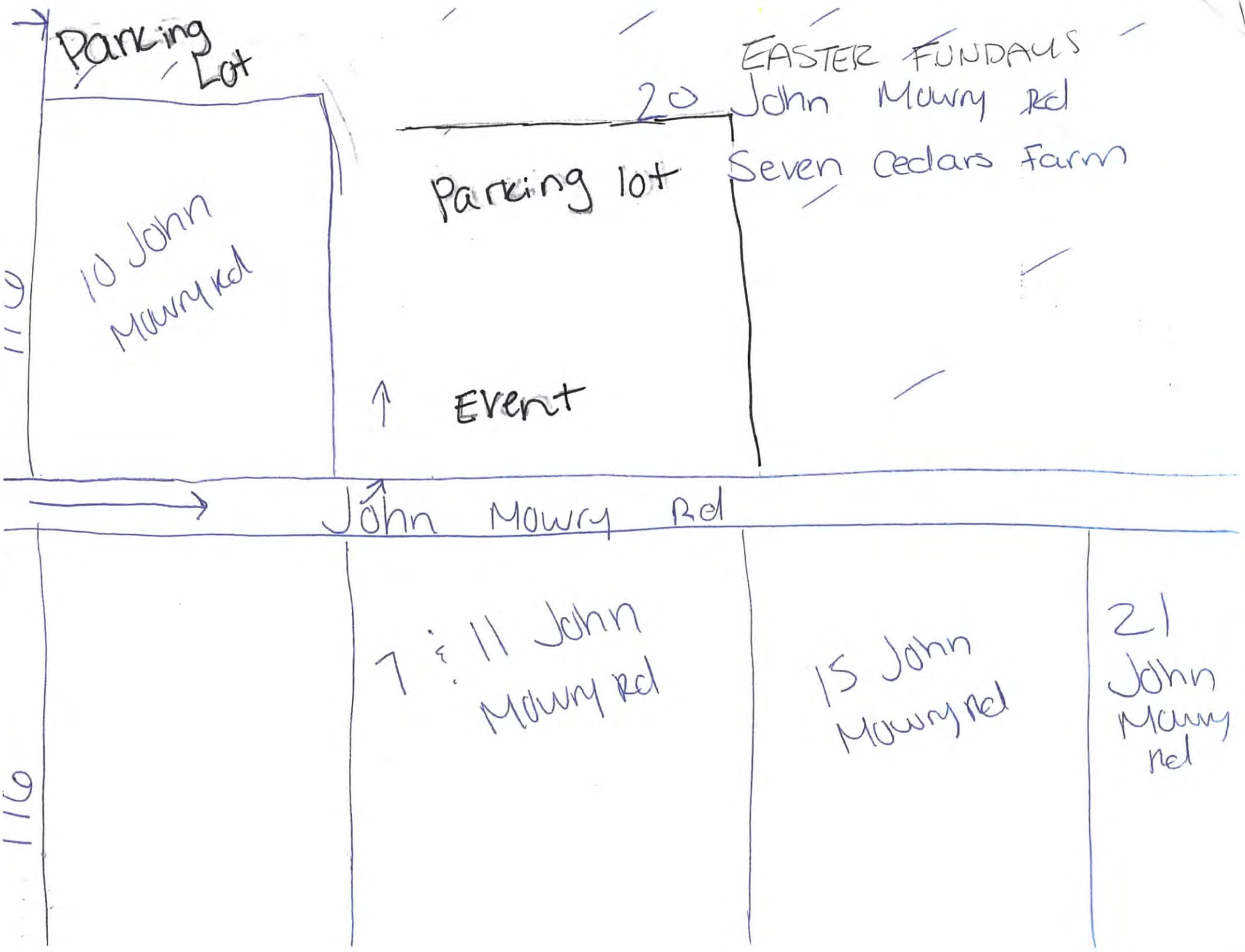
Witness: _____

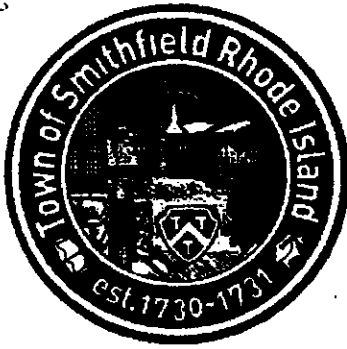
To Whom it May Concern:

We would like to hold an event on our farm called Seven Cedars Farm Easter Fundays. We plan on doing this for three public dates in April: April 1st, 2nd and 8th from 11:00am-3:00pm. There is the potential of doing a private event for one of the local elementary schools on March 25th from 10:00am-2:00pm. The purpose of this event is to allow children and their families to partake in a family oriented Easter egg hunt. There is a price for the children to partake in the event and it is \$5 per child. This includes a small hayride, the egg hunt itself and a visit from the Easter Bunny. This is open to the general public.

Thank you,

Seven Cedars Farm





Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

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

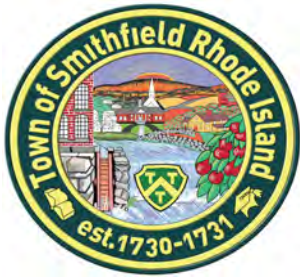
	Yes	No
Provide live entertainment Or amusement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Open to the general public	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fee is charged	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Expected number of persons in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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

Jocelyn Emin
PRINT NAME

[Signature]
SIGNATURE

3-6-2023
DATE



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a “Touch a Truck Event” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Touch a Truck Event”, 20 John Mowry Road on the following date:

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

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

TOUCH-A-TRUCK APRIL 22 with raindate April 23 : \$55
Set (Sun) VVV

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3-6-2023

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

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MOWERY RD Business Address: 20 JOHN MOWERY RD Plat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone: _____

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: 10:00am - 2:00pm

Signature of Applicant: Joelyn Emin Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: JOHN EMIN Address: 7 JOHN MOWERY RD Phone: 401-263-7330

Name: SETH EMIN Address: 10 JOHN MOWERY RD Phone: 401-837-7153

For Official Use Only

Police Chief: X Fire Chief: X Depends on type of event
Building Official: _____ Owner of premises: X Joelyn Emin
RI Dept. of Health: SIGNATURE NOT REQUIRED

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

() Approved () Denied License #: 5 Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN JACBYN MARIE
LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MOWRY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NORWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MOWRY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1990</u>	<u>PRESENT</u>	<u>10 JOHN MOWRY RD</u>	<u>SMITHFIELD, RI</u>
<u>1994</u>	<u>1990</u>	<u>7 JOHN MOWRY</u>	<u>SMITHFIELD, RI</u>

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

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

13. List below two (2) character references

1. VINCENT DICENZO 1 KANE RD, SMITHFIELD 401-632-1894
NAME ADDRESS PHONE
2. ERIC JEFFREY 121 E. GILKINLEY RD, POSTER 401-631-5216
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Jeffrey

Witness: _____

To Whom it May Concern:

We would like to hold a Touch-A-Truck event on our farm. We plan on doing this on April 22nd between 10:00am-2:00pm. The purpose of this event is to allow the community to come and see different trucks, etc. There is no entrance fee. This is open to the general public and we request that the rain date be April 23rd if we need it.

Thank you,

Seven Cedars Farm

Access
to
116
for
trucks
only
for
event

Touch-a-Truck
Event

20 John Mowry Rd
Seven Cedars Farm
Touch-a-Truck

10
John
Mowry
Rd

Parking lot
for
Event

Overflow
parking

116

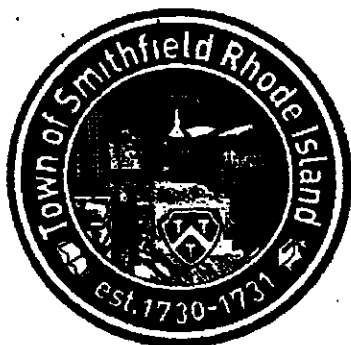
John Mowry Rd

711
John Mowry
Rd

15
John
Mowry
Rd

21
John
Mowry
Rd

Town-A-True



Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

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

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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

Jocelyn Emin
PRINT NAME

3-6-2023
DATE

Jocelyn Emin
SIGNATURE



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a “Spring Craft Fair” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Spring Craft Fair”, 20 John Mowry Road on the following date:

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

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3-6-2023

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

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MOWERY RD Business Address: 20 JOHN MOWERY RD Flat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone: _____

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: 10:00 am - 4:00 pm

Signature of Applicant: Joelyn Emin Title: OWNER

Applies to business establishments only:

In case of emergency/person to contact

Name: JOHN EMIN Address: 7 JOHN MOWERY RD Phone: 401-263-7330

Name: SETH EMIN Address: 10 JOHN MOWERY RD Phone: 401-837-7153

For Official Use Only

Police Chief: <u>X</u>	Fire Chief: <u>X</u>	<u>Depends on type of event</u>
Building Official: <u>X</u>	Owner of premises: <u>X</u>	<u>Joelyn Emin</u>
RI Dept. of Health: <u>SIGNATURE NOT REQUIRED</u>		

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

() Approved () Denied License #: 6 Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN JACBYN MARIE
LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MURPHY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NORWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MURPHY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1990</u>	<u>PRESENT</u>	<u>10 JOHN MURPHY RD</u>	<u>SMITHFIELD, RI</u>
<u>1994</u>	<u>1990</u>	<u>7 JOHN MURPHY</u>	<u>SMITHFIELD, RI</u>

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

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

13. List below two (2) character references

1. VINCENT DICENZO 1 KANE RD, SMITHFIELD 401-632-1894
NAME ADDRESS PHONE
2. ERIC JEFFREY 121 E. GILKINSON RD, POSTER 401-631-5216
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Jaeyn

Witness: _____

To Whom it May Concern:

Seven Cedars Farm would like to hold our annual Spring Craft show on Saturday, May 13th from 10:00am-4:00pm. We've held this event as well as our other two shows for the past several years on our farm. This event will be open to the general public and is free to attend. There will be a variety of vendors selling products during this time. We would like to request that if for some reason we have to cancel the scheduled event due to rain that the event license may be used for the following day, Sunday, May 14th from 10:00am-4:00pm. We have no plans for any live entertainment or amusement for this event at this time.

Thank you,

Seven Cedars Farm

NO
Access
from
116
only
from
John
Mowry

vendors
Event - Craft
fair

20 John Mowry Rd
Seven Cedars Farm
Craft Fairs & Craft Festivals

10 John
Mowry Rd

Parking

trees

Overflow
Parking

116

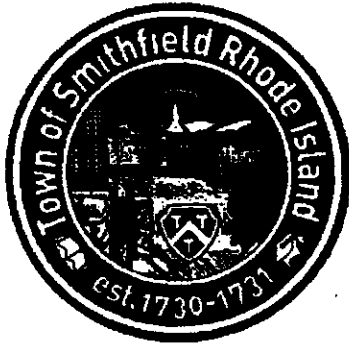
→ John Mowry Rd →

7 & 11 John
Mowry Rd

15 John
Mowry Rd

21
John
Mowry
Rd

116



Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

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

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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

Jocelyn Emin
PRINT NAME

3-6-2023
DATE

[Signature]
SIGNATURE



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a “Summer Craft Show” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Summer Craft Show”, 20 John Mowry Road on the following date:

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

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

Summer CRAFT SHOW - JULY 22nd, RAINBOWS JULY 23

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3-6-2023

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

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MAURER RD Business Address: 20 JOHN MAURER RD Flat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone

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: 10:00am - 3:00pm

Signature of Applicant: Joseph Emin Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: <u>JOHN EMIN</u>	Address: <u>7 JOHN MAURER RD</u>	Phone: <u>401-263-7330</u>
Name: <u>SETH EMIN</u>	Address: <u>10 JOHN MAURER RD</u>	Phone: <u>401-837-7153</u>

For Official Use Only

Police Chief: <u>X</u> <u>[Signature]</u>	Fire Chief: <u>X</u> <u>Depends on type of event</u>
Building Official: <u>[Signature]</u>	Owner of premises: <u>X</u> <u>[Signature]</u>
RI Dept. of Health: _____	

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 3/21/23 the above stated application was:
() Approved () Denied License #: 7 Date Issued: _____

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

NO Criminal
Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN LAST JOCBYN FIRST MARIE MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MURPHY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NORWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MURPHY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
1990	PRESENT	10 JOHN MURPHY RD	SMITHFIELD, RI
1994	1990	7 JOHN MURPHY	SMITHFIELD, RI

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

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

13. List below two (2) character references

1. VINCENT DICENZO 1 KANE RD, SMITHFIELD 401-632-1894
NAME ADDRESS PHONE
2. ERIC JEFFREY 121 E. WILKINSON RD, PUSTEN 401-631-5216
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

John Emin

Witness:

To Whom it May Concern:

Seven Cedars Farm would like to hold our annual Summer craft show on Saturday, July 22nd from 10:00am-3:00pm. We've held this event as well as our other two shows for the past several years on our farm. This event will be open to the general public and is free to attend. There will be a variety of vendors selling products during this time. We would like to request that if for some reason we have to cancel the scheduled event due to rain that the event license may be used for the following day, Sunday, July 23rd from 10:00am-3:00pm. We have no plans for any live entertainment or amusement for this event at this time.

Thank you,

Seven Cedars Farm

9

9
—
—

vendors
Event - Craft fair

20

John Mowry Rd
Seven Cedars Farm
Craft Fairs & Craft Festivals

10 John
Moury.net

Parking

trees

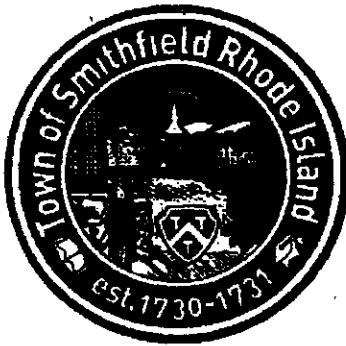
Overflow
Parking

→ John Mowry Kel

7 E 11 John
Mowry Rd

15 John
Mowry Rd

21
John
Mowry
Rd



Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

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

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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

JACQUELYN EMIN
PRINT NAME

3-6-2023
DATE

[Signature]
SIGNATURE



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a “Fall Festival” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Fall Festival”, 20 John Mowry Road on the following date:

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

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

FALL FESTIVAL SEPTEMBER 9, 12TH & 13TH 2023

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3-6-2023

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

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MOWERY RD Business Address: 20 JOHN MOWERY RD Flat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone

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: 10:00am - 4:00pm

Signature of Applicant: Joelyn Emin Title: OWNER

Applies to business establishments only:

In case of emergency/person to contact

Name: JOHN EMIN Address: 10 JOHN MOWERY RD Phone: 401-263-7330

Name: BETH EMIN Address: 10 JOHN MOWERY RD Phone: 401-837-7153

For Official Use Only

Police Chief: X
Building Official: RI Dept. of Health
of Health: SIGNATURE NOT REQUIRED

Fire Chief: X Depends on type of event
Owner of premises: X

At a meeting of the Smithfield Town Council, held on

3/21/23

the above stated application was:

() Approved () Denied

License #: 8

Date Issued:

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN JACBYN MARIE
LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MOWERY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NORWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MOWERY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1990</u>	<u>PRESENT</u>	<u>10 JOHN MOWERY RD</u>	<u>SMITHFIELD, RI</u>
<u>1994</u>	<u>1990</u>	<u>7 JOHN MOWERY</u>	<u>SMITHFIELD, RI</u>

12. Have you ever been arrested or detained by any police agency? X

YES NO

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

13. List below two (2) character references

1. <u>VINCENT DICENZO</u>	<u>1 KANE RD, SMITHFIELD</u>	<u>401-632-1894</u>
NAME	ADDRESS	PHONE
2. <u>ERIC JEFFREY</u>	<u>121 E. WILKINSON RD, POSTER</u>	<u>401-631-5216</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: Jeffrey

Witness: _____

To Whom it May Concern:

Seven Cedars Farm would like to hold our annual Fall Festival craft show on Saturday, September 9th from 10:00am-4:00pm. We've held this event as well as our other two shows for the past several years on our farm. This event will be open to the general public and is free to attend. There will be a variety of vendors selling products during this time. We would like to request that if for some reason we have to cancel the scheduled event due to rain that the event license may be used for the following day, Sunday, September 10th from 10:00am-4:00pm. We have no plans for any live entertainment or amusement for this event at this time.

Thank you,

Seven Cedars Farm

NO
Access
from
116
only
from
John
Mowry

Vendors
Event - Craft
Fair

20 John Mowry Rd
Seven Cedars Farm
Craft Fairs & Craft Festivals

10 John
Mowry Rd

Parking

trees

Overflow
Parking

116

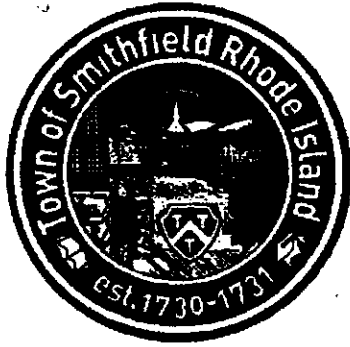
→ John Mowry Rd →

7 & 11 John
Mowry Rd

15 John
Mowry Rd

21
John
Mowry
Rd

116



Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

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

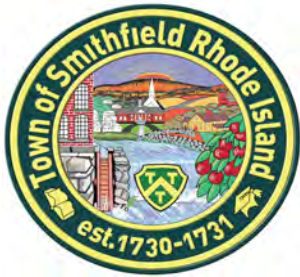
	Yes	No
Provide live entertainment Or amusement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Open to the general public	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fee is charged	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Expected number of persons in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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

JOCELYN EMIN
PRINT NAME

3-6-2023
DATE

[Signature]
SIGNATURE



Memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for Seven Cedars Farm for the March 21st Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for fifteen (15) One-Day Special Event Licenses to hold “Haunted Hayrides” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve fifteen (15) One-Day Special Event Licenses for Seven Cedars Farm for “Haunted Hayrides”, 20 John Mowry Road on the following dates:

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

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

HAUNTED HAYRIDES: SEPTEMBER: 2, 7, 20
OCTOBER: 1, 6, 7, 8, 13, 14, 15, 20, 21, 22, 27, 28, 29

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3-6-2023

Type of License: SPECIAL EVENT
Check One: New (X) Renewal () Transfer ()

Name of Applicant: JOCELYN EMIN Date of Birth: 9-6-1994

Resident Address: 10 JOHN MOWERY RD Business Address: 20 JOHN MOWERY RD Flat Lot

Operating Under Trade Name of: SEVEN CEDARS FARM Resident Telephone: 401-632-1894 Business Telephone:

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: 6:00 - 10:30 pm

Signature of Applicant: Joseph Emin Title: OWNER

Applies to business establishments only:

In case of emergency/person to contact

Name: JOHN EMIN Address: 7 JOHN MOWERY RD Phone: 401-263-7330
Name: BETH EMIN Address: 10 JOHN MOWERY RD Phone: 401-837-7153

For Official Use Only

Police Chief: X Building Official: RI Dept. of Health: SIGNATURE NOT REQUIRED
Fire Chief: X Depends on type of event Owner of premises: X

At a meeting of the Smithfield Town Council, held on 3/21/23 the above stated application was:
() Approved () Denied License #: 9-23 Date Issued:

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 3-6-2023

1. NAME OF CANDIDATE: (PRINT)

EMIN JACBYN MARIE
LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 JOHN MOWRY RD

4. CURRENT ADDRESS

FARM

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

NOTWOOD, MA

3. PLACE OF BIRTH

SEVEN CEDARS FARM

5. NAME OF BUSINESS

20 JOHN MOWRY RD

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-632-1894

9. BUSINESS PHONE

" "

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1990</u>	<u>PRESENT</u>	<u>10 JOHN MOWRY RD</u>	<u>SMITHFIELD, RI</u>
<u>1994</u>	<u>1990</u>	<u>7 JOHN MOWRY</u>	<u>SMITHFIELD, RI</u>

12. Have you ever been arrested or detained by any police agency? X

YES NO

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

13. List below two (2) character references

1. <u>VINCENT DICENZO</u>	<u>1 KANE RD, SMITHFIELD</u>	<u>401-632-1894</u>
NAME	ADDRESS	PHONE
2. <u>ERIC JEFFREY</u>	<u>121 C. HILLMAN RD, POSTER</u>	<u>401-641-5216</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: JEFFREY

Witness: _____

To Whom it May Concern:

Seven Cedars Farm would like to hold our annual haunted hayride starting on September 29th and running on Fridays and Saturdays in October from 7:00pm to 10:30pm and on Sundays from 7:00pm to 9:30pm. We've held this event every year for the last several years. This event will be open to the general public and there is a fee to attend.

Thank you,

Jocelyn Emin
Seven Cedars Farm

OVERFLOW
PARKING

NO
ENTRANCE
ACCESS OFF
110

HAYRIDE
EVENT TICKET
WAITING AREA

JOHN MOWRY
SEVEN CEDARS FARM
HAUNTED HAYRIDE

10 John
Mowry
Rd

PARKING LOT
FOR
EVENT

OVERFLOW
PARKING

JOHN

MOWRY

Rd

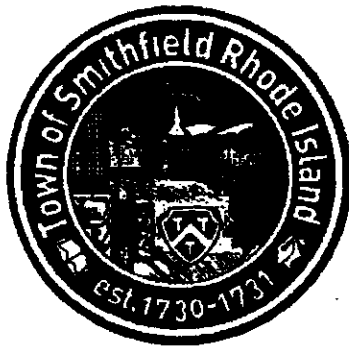
150
G.W. Highway

7 & 11
JOHN MOWRY
Rd

15
JOHN
MOWRY
Rd

21
JOHN
MOWRY
Rd

110



Town of Smithfield

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

Carol A. Aquilante, MMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST


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

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

SEVEN CEDARS FARM
NAME OF ORGANIZATION

Jocelyn Emin
PRINT NAME

3-6-2023
DATE


SIGNATURE

Recommended Motion:

That the Smithfield Town Council hereby repeals and replaces Chapter 126 of the Code of Ordinances entitled “Animals”.

Section 1. Chapter 126 of the Smithfield Code of ordinances entitled “Animals” is hereby repealed in its entirety and replaced with a new chapter 126 entitled “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.

DISPOSED

[To create a final disposition of an animal to include, returned to owner, adoption, transferred to a licensed releasing agency, or humanely euthanized.](#)

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 obtained 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.

VACCINATED

To have been inoculated by a vaccine approved by the State Department of Health and shall be certified by a licensed veterinarian.

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. Any wild animal that are found at large and are 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.
- ~~(8)~~(9) Actions as prescribed in R.I.G.L. §4-1-3.
- 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 habitual, regular, prolonged and persistent howling, yelping, barking or other noise disturbs or annoys without provocation, a surrounding neighbor, upon verification of such complain exists by the Animal Control Warden is unlawful and is hereby declared to be a public nuisance; and each day shall constitute a separate offense.
- B. It shall be unlawful to allow or permit any animal to trespass on private or public property so as to damage or destroy any property or thing of value. The trespassing of any animal on private or public property is hereby declared to be a nuisance. ~~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 nor more than \$75.00 for the

first offense; not less than \$75.00 nor more than \$125.00 for the second offense; and not less than \$125.00 nor more than \$250.00 for the third and subsequent offense.

~~(1) **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)~~(1) **Enforcement.** Any resident who witnesses a violation of the above section on their property or on a public sidewalk adjacent to their property may file a complaint with town animal control, providing all information necessary for a warning or citation to issue to the violator and promising to be available to testify in court should the complaint result in a citation being issued. The violator may receive a warning upon the first complaint. Upon the filing of a second or subsequent complaint against the same violator, a citation shall be issued, service of which shall be deemed sufficient if mailed to the last known address of the violator. For the purposes of penalties, it shall be deemed a first offense when the first citation was issued.

~~(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, playgrounds, beaches, or venues. Any violations shall be punished by a fine of **Warning** for the first offense; not less than \$50.00 nor more than \$100.00 for the second offense; and not less than \$100.00 nor more than \$200.00 for the third and subsequent offense.

§ 126-9 **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 adoption fee 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 and animal hording.

- A. 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.

B. A person who accumulates animals in a number so great that the person fails or is unable to provide the animals with adequate living conditions, resulting in harm or danger to the health and well-being of the animals, shall be guilty of hazardous accumulation of animals. Any person in violation of this section shall be punished in accordance with section §126-6.

§ 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, [or other licensed releasing agency](#), 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 [or other licensed releasing agency](#), 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 [or be humanely euthanized by the Animal Control Warden](#). 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 Animal Control Officer on duty of the sum of \$50.00 and the additional sum of \$5.00 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 or Animal Control Officer on duty and turned over to the Town of North Providence Finance Department.

§ 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 \$85.00, 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~~-aggressive 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 § 126-13. 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 or animal shall be promptly reported to the Animal Control Warden, shall thereupon be securely quarantined at the direction of the Animal Control Warden as set forth in the State of Rhode Island Manual for Rabies Management and Protocols, 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 (at the owner's expense) the sum of \$50.00 impoundment, and \$15.00 per day the animal is secured at the 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 exposed to wildlife shall be immediately destroyed, or if the owner is unwilling to destroy the exposed animal, shall be quarantined or strictly confined as set forth in the State of Rhode Island Manual for Rabies Management and Protocols to include the above mentioned fees for quarantine at the Animal Shelter.
- 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 ~~pr-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**.

Animal Shelter

§ 126-44 **Reserved.**

§ 126-45 **Cremation fees.**

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

Article 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~~at 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 for Cats

§ 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. Cats kept on any tract of land devoted to commercial agricultural use or property larger than three (3) acres are exempt from the requirements of this section. 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, Animal Control Warden, 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 Warden or Animal Control Officer on duty the sum of \$50.00 and the additional sum of \$5.00 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 or Animal Control Officer on duty and turned over to the Town of North Providence Finance Department.

§ 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 their 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. Any sexually intact dog, male or female. (All dogs must be spayed or neutered and supply proof upon registration.
- D. Dogs deemed to be vicious, or who have a previous history of aggressive behavior toward other animals or humans.
- E. The use of bicycles, roller blades/skates, skateboards and similar types of exercise equipment.
- F. Motorized vehicles and devices, except for wheelchairs for the disabled.
- G. Glass bottles and similar breakable containers.
- H. Alcoholic beverages.
- I. Smoking or vaping.
- J. Food of any type, including dog biscuits/treats.
- K. 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.

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

APPROVED AS TO ITS FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED: March 21, 2023

TOWN COUNCIL PRESIDENT

ACTING TOWN CLERK



memorandum

DATE: March 15, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Local 2050, International Association of Firefighters, AFL-CIO

The Town has successfully reached a tentative agreement with Local 2050, International Association of Firefighters. This agreement would achieve significant changes to address overtime costs while helping to reduce the long-term liability associated with comprehensive time cash outs. It includes modifications to the healthcare plan reducing medical coverage costs to the town while increasing the employee's contribution for coverage. Additionally, the employees will increase their contribution to the Other Post-Employment Benefits Trust and the private fire pension fund.

The town's largest cost increase noted in the fiscal impact statement is the Town's increased contributions to the private fire pension plan. The increased contribution levels will help the town in reaching the necessary funding levels to meeting the future needs of the plan.

MOTION:

That the Smithfield Town Council hereby authorizes the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Local 2050, International Association of Firefighters, AFL-CIO for the term July 1, 2023 – June 30, 2026 pending final solicitor approval.

Collective Bargaining Fiscal Impact Statement 45-5-22

Local 2050

International Association of Fire Fighters, AFL-CIO

Proposed Contract Term: 7/1/23 - 6/30/26

	FY 2024	FY 2025	FY 2026	Totals
Proposed Salary Changes				
Percentage Changes	1.875 / 1.875	2.25 / 2.25	2.25 / 2.25	
Salary Costs	139,206.03	211,268.84	205,106.96	555,581.82
Increase in Rescue Squad Duty Pay (\$14 to \$17)	10,920.00	10,920.00	10,920.00	32,760.00
Increase in EMTC Pay (\$1,500 to \$1,750) 55 employees	13,750.00	13,750.00	13,750.00	41,250.00
Increase in Paramedic Pay (\$2,200 to \$2,500) 10 employees	3,000.00	3,000.00	3,000.00	9,000.00
EMT Basic Pay for Dispatchers \$1,000 - 2 employee	2,000.00	2,000.00	2,000.00	6,000.00
Headquarter Staff	14,816.36	14,816.36	-	29,632.72
				-
FICA Costs	14,052.47	19,565.27	17,960.44	51,578.18
Retirement Contribution	26,764.31	32,945.92	34,777.11	94,487.34
Total Cost for Salary Increases	224,509.17	308,266.39	287,514.50	820,290.06
Town Additional Retirement Contribution*	187,013.00	360,240.00	539,856.00	1,087,109.00
Members Additional Retirement Contribution	(13,108.64)	(13,602.90)	(28,235.27)	(54,946.81)
Healthcare Savings - Change in Plan Structure	(53,584.56)	(56,263.79)	(59,076.98)	(168,925.33)
Life Insurance Change	(11,730.00)	(12,081.90)	(12,444.36)	(36,256.26)
Additional OPEB Contribution	(13,557.59)	(14,085.76)	(29,197.05)	(56,840.40)
Savings from Comp Time Change	(200,000.00)	(202,001.04)	(206,001.08)	(608,002.12)
Savings from Healthcare Buyback Change (est. 4 members)	(75,300.00)	(79,065.00)	(83,018.25)	(237,383.25)
Savings from increased employee healthcare contributions	(27,916.22)	(55,833.11)	(83,750.00)	(167,499.33)
Net (Savings) / Cost	16,325.16	235,572.90	325,647.52	577,545.57



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

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



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

To: Honorable Town Council

From: Chief R. Seltzer

Date: March 15, 2023

RE: Acceptance of EMW-2021-FF-02021 FY 2021, Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Dear Town Council Members:

This memo is a request of the Smithfield Town Council to accept the FEMA, Department of Homeland Security, FY 2021 SAFER Grant, grant number EMW-2021-FF-02021 (See Appendix A). The grant is in the amount of \$3.6 million to hire twelve new firefighters, helping to achieve full-staffing levels for the department while reducing response times and increasing response efficiency across the town.

The period of performance for the grant award is three (3) years. There is no co-share required of the Town of Smithfield. The grant award provides 100% of the salaries and benefits for the firefighters.

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

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Background and Significance

We applied for the SAFER Grant based on the following present and future needs of the department.

- 1) Future personnel needs of the fire department for the next fifteen (15) to Twenty (20) years.
- 2) Compliance with the National Fire Protection Association (NFPA) Standard 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.
- 3) Improvement in our Insurance Services Office (ISO) rating for the entire geographical area of the Town of Smithfield.
- 4) Adequate staffing of two (2) Engine Companies, each staffed with three (3) firefighters, One (1) Ladder Company staffed with three (3) firefighters, three (3) Rescues/Ambulances each staffed with two (2) EMT-Cardiacs or Paramedics, and one (1) Deputy Chief. (Note: Surrounding communities our size run with three (3) or four (4) staffed Engine Companies; we do it with two (2).) (See Appendix B)

The justification for the grant request was submitted as follows.

The positions requested in this application will be used to help staff a northend fire station. The northern portion of our town has the longest response times of any parts of town, averaging 8 to 14 minutes. The addition of a fire station will bring the response times down to an average of 3 to 5.5 minutes in the northern area. We are requesting 12 firefighters through the SAFER grant. The 12 firefighters will supplement the current staffing and will allow for two outcomes. First, we will have sufficient staffing to staff the new northend station around the clock, 365 days per year. Second, the addition of the SAFER hires will give us enough firefighters on duty to maintain a townwide staffing of 16 firefighters per shift and still allow for leave using floaters, two (2) floaters will be assigned to each platoon. The fire truck being placed at the new northend station is a 100 foot Quint Ladder Truck capable of ladder operations and suppression

operations. Since we run a 4-platoon system, 3 SAFER firefighters will be assigned to each platoon which will assure full 16 member staffing across town at all times, taking into consideration firefighters leave time and also maintaining a staffed Quint at the new station. All of our apparatus, including the Quint, are ALS equipped and ALS staffed, therefore all apparatus can handle fire calls and EMS calls. The Quint is also stocked with our technical rescue equipment and is immediately dispatched on all such calls. The proposed SAFER hires will do the following: support staffing of the new station; eliminate much overtime, and maintain 16 firefighters per shift.

The benefits to the fire department will include safety, a more efficient response and a more timely response. Our goal is to meet the NFPA 1710 standard for personnel responding to a typical house fire, 24-hours a day, 7-days a week, 365 days a year. The standard calls for 16 members on scene. Our goal is to meet the standard. With this SAFER grant we will be able to meet the standard. This is where safety and efficiency of response will be improved. It will be safer for our firefighters to operate at an incident since there will be enough personnel on scene to perform all of the critical assignments necessary to have a safe operation on the fireground. Efficiency will be improved by the same principal of having adequate personnel on scene to perform all of the critical tasks associated with fire suppression and/or a rescue of a trapped victim. Certainly this will lead to less loss of property and a better chance of a successful rescue of a trapped victim. The community ultimately receives better service by reduced response times. Putting a fire station in the northend of town and staffing such reduces response times which are critical for fast fire suppression and more timely EMS services. Specifically, the SAFER hires will be trained through the RI State Fire Academy and will be Pro-Board certified NFPA 1001, Level I and Level II. They will be able to perform interior and exterior firefighting. In addition, they will all be trained as ALS certified EMT-Cardiacs or Paramedics and will provide advanced life support care on EMS calls.

Discussion

- *Future Staffing needs*

The SAFER Grant should meet the staffing needs of the fire department's operations division for well into the next fifteen (15) to twenty (20) years. Based upon my almost eleven (11) year tenure

with the department and a look into the future growth in town currently on the drawing board, this grant award meets the Town's future fire department staffing needs. Barring any administrative support needs and barring any unforeseen major development of the Town, staffing should be adequate.

- *Compliance with NFPA Standard 1710*

At the time that the SAFER Grant application was submitted, the NFPA 1710 standard called for sixteen (16) firefighters assembled on the fireground. The standard changed recently to seventeen (17) firefighters assembled on the fireground if an aerial device is deployed. We do deploy an aerial device. Although we are proposing sixteen (16) firefighters per shift, we always have a Safety Officer on call 24-hours per day, so we are still able to comply with the NFPA 1710 standard. See fact sheet below for further information regarding NFPA 1710.

FACT SHEET

KEY REQUIREMENTS FOR EMERGENCY SERVICES IN NFPA 1710

The minimum requirements for provision of emergency services by career fire departments can be found in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

NFPA 1710 addresses the structure and operation of organizations providing such services, which include fire suppression and other assigned emergency response responsibilities such as EMS and special operations.

The requirements intend to provide effective, efficient, and safe protective services to help prevent fires, reduce risk to lives and property, deal with incidents that occur, and help prepare for anticipated incidents.

The requirements are listed in NFPA 1710 for fire department service deployment based on the type of occupancy, along with the appropriate response staffing levels for each. The minimum staffing level for each occupancy is listed below. For the full breakdown of staffing requirements by position, refer to the subsections specific to each occupancy in 5.2.4.

Occupancy Type: Single-Family Dwelling

Deployment: Minimum of 16 members or 17 if aerial device is used

The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 16 members (17 if an aerial device is used).

- *Improvement of the Town's ISO rating*

Response times with the addition of the north-end station will be 3 to 5.5 minutes. Our current ISO rating is 4. There are several factors that will improve our ISO rating which we researched to assign ISO points generated by each. Improvements implemented are: adding the north-end station, improving water supply, communication upgrades in our Fire Alarm, and expanding our preplan program. These changes along with the SAFER hires will help push our ISO rating to 2, which will be a significant accomplishment for a community that does not have 100% fire hydrant coverage.

- *Adequate staffing of two (2) Engine Companies, One (1) Ladder Company, and three (3) Rescues/Ambulances*

The SAFER Grant will keep three (3) firefighters on both Engine Companies and the Ladder Company. Two members will be on each Rescue Truck. There will be one (1) Deputy Chief on each shift. As noted earlier, all communities of our size in Rhode Island staff at least one (1) additional Engine Company compared to our staffing. However, by staffing three (3) firefighters on the Engine Companies and the Ladder Company, along with assigning an available Rescue Truck to support each of them, we will have a very good response model. (See Appendix B)

- *Benefit of maintaining two (2) floater firefighters on each platoon*

With the proposed model of this SAFER Grant award, each shift will have two (2) floater firefighters assigned. Therefore, vacancies will be replaced with floaters before any overtime costs are incurred. In addition, long-term vacancies can be filled immediately.

Scheduled Vacation Time

The department always has scheduled vacation time on a monthly basis. Vacation time varies throughout the year, usually heavier during the summer months and lighter during the winter months, but usually have some vacation scheduled every month. Since the department has more privates than officers, floater firefighters cover much of the scheduled vacation time.

On-The-Job Injury Vacancies

Unfortunately, we see varying types of injuries, not all of which are on-the-job. When these injuries occur, they are for unspecified periods of time. Floater firefighters cover vacancies created by injuries.

Retirements

The span of time between a retirement and hiring a replacement creates the worst case scenario for overtime to fill vacancies. It usually takes 1 ½ months to hire a replacement. This is caused by conducting a second interview, background check, reference checks, psychological testing, complete medical exam, and the new hire giving two weeks' notice to their current employer.

Once the new hire starts working, he/she is in a fire academy for at least 16 weeks before being eligible to ride the apparatus.

With floater firefighters, they slide right into the slot created by the retirement vacancy and eliminate all the overtime associated with said retirement. The savings associated with such is as follows.

In the case of a retirement, the firefighter would slide right into the vacant position. At the time of the retirement, the savings would be as follows.

6 weeks to hire replacement + 16 weeks of training = 22 weeks

Therefore: 22 weeks X \$49 OT per hour X 42 hours per week = \$45,276 savings after a retirement. The fringe benefits are a wash as the cost of the fringe benefits for the retiree has been eliminated due to the retirement. So the savings is \$45,276.

- *No Obligation to Maintain SAFER Hires*

At the conclusion of the three (3) year performance period, there is no requirement by the SAFER Grant policies to maintain the firefighters. Although this may be counterproductive when we discussed maintaining sixteen (16) firefighters per shift with at least three (3) firefighters on our Engine Companies and Ladder Company, but that only requires four (4) of the twelve (12) hires to maintain such staffing. The remaining eight (8) hires are floater firefighters, two (2) assigned to each platoon.

At the conclusion of the period of performance it may make financial sense to maintain two (2) floaters per platoon, maybe drop it to one (1), or have none based upon an evaluation of floater usage versus overtime expense. Eliminating any number of floater firefighters can easily be accomplished through attrition as we have several members that will be at retirement eligibility in the next five (5) years.

Recommendations

1) *Accept the 2021 SAFER Grant award to achieve the following efficiencies.*

- a) Improved ISO rating. After all is implemented, building the station, grant funding and some administrative recommendations from the ISO report, current ISO rating of 4 will become a 2.
- b) Insurance savings for homeowners and business owners due to an improved ISO rating.
- c) More attractive area for business growth with an improved ISO rating and adequate fire & EMS services to protect businesses.
- d) Savings in tax dollars to our taxpayers as the hiring of firefighters through the grant is implemented. We are giving our taxpayers a three year ramp-up time to take on the extra staff.
- e) Compliance with NFPA 1710 standard regarding response to a residential structure fire.
- f) Compliance with NFPA 1710 standard regarding response times to EMS calls.

g) With adequate personnel on the fireground to perform all of the firefighting critical tasks, we can expect a reduction in injuries, which are typically a result of inadequate resources. The staffing achieved by receipt of this grant will enable the department to maintain 16 firefighters around the clock.

h) The SAFER grant provides additional staffing to reduce overtime costs.

i) The community wins by having adequate fire personnel on duty at all times.

j) The firefighters win by having adequate staffing on duty at all times to allow for safe operations and better efficiency in operations as there will be adequate hands-on crews to meet the NFPA 1710 standard.

2) *Monitor the financial impact of the SAFER Grant over the course of the performance period.*

During implementation of the SAFER Grant, monitor its cost savings to determine if there is a cost effective use of floater firefighters for future years whether reducing, adding or keeping the same number of floaters. As has been discussed with the Budget and Finance Review Board, there is a balance between paying overtime and/or maintaining floater firefighters.

Respectfully Submitted,



Robert W. Seltzer
Chief of Department

Motion: The Smithfield Town Council officially accepts the FEMA SAFER Grant award, award number EMW-2021-FF-02021.

Appendix A

2/15/23, 10:20 AM

Award Notification (Application Number: EMW-2021-FF-02021)

Award Notification (Application Number: EMW-2021-FF-02021)

From: FEMA GO <no-reply@fema.dhs.gov>

Sent: Wed, Feb 15, 2023 at 7:01 am

To: chief@smithfieldfire.com

Cc: fwhitaker@smithfieldfire.com, llepere@smithfieldfire.com, chief@smithfieldfire.com, rrossi@smithfieldri.com

Dear Robert,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>. Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2021-FF-02021 under Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER). View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

Sincerely,

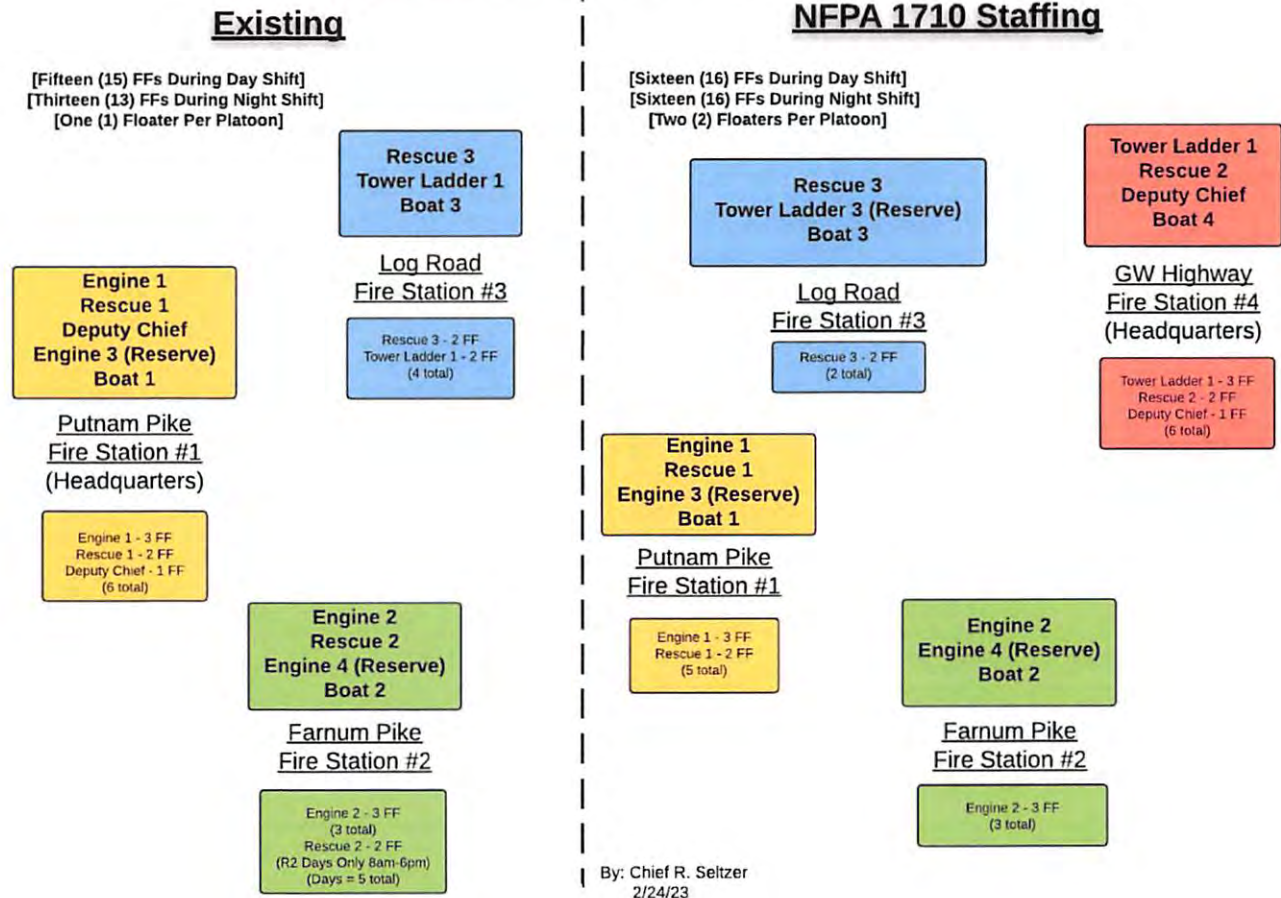
Grants Management Branch

Staffing for Adequate Fire and Emergency Response (SAFER)

Department of Homeland Security / FEMA

Appendix B

Town of Smithfield Fire Station Locations, Apparatus and Personnel Assignments





Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

Telephone (401) 233-1017

Fax (401) 233-1091

MEMORANDUM

DATE: March 21, 2023
TO: Honorable Town Council
FROM: Michael Phillips, Town Planner

RE: Extinguishment of Cistern Easement

As a condition of approval for a minor 2-lot subdivision of AP 21/Lot 38, the Applicants Robert and Maria Kerwin were required to install a fire protection cistern. Subsequent, to the recording of the easement the Smithfield Fire Department determined that there was a fire hydrant within a reasonable distance of the proposed development, thereby negating the need for the cistern.

Accordingly, the applicants have requested that the *Cistern Access and Maintenance Easement* recorded on October 20, 2022 be extinguished. To that end, an instrument entitled "Extinguishment of Easement" has been prepared for signature by the Town.

Recommended Motion: That the Town Council authorize Randy R. Rossi, Town Manager to execute the instrument extinguishing the *Cistern Access and Maintenance Easement*, Instrument #2022-3343, recorded on October 20, 2022.

Attachments:

Extinguishment of Easement Deed

Cistern Access & Maintenance Easement (Instrument #2022-3343, BK: 1443, PG:12)

Final Site Plan – Minor Subdivision- 160 Stillwater Road

Email from Captain Matthew Pearson, Fire Marshal, Re: Kerwin Cistern

EXTINGUISHMENT OF EASEMENT

THIS INDENTURE made and entered into on this ____ day of February, 2023 by and between **ROBERT J. KERWIN** and **MARIA M. KERWIN**, both of the Town of Smithfield, County of Providence, State of Rhode Island, hereinafter collectively referred to as "Grantors", and the **TOWN OF SMITHFIELD**, a municipal corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, by a deed dated October 20, 2022, and recorded in the Land Evidence Records of the Town of Smithfield, Rhode Island, in Book 1443 at page 12, there was created a certain Cistern Access and Maintenance Easement (hereinafter the "Easement") over the real estate of the Grantors hereunder for the benefit of the Grantee hereunder; and

WHEREAS, the Grantors and Grantee are desirous of extinguishing the Easement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and for other good and valuable consideration:

1. Grantors and Grantee do by these presents for themselves, their successors, heirs and assigns, do forever remise, release, extinguish and quitclaim unto each other, their successors and assigns, all rights and obligations contained in that certain Cistern Access and Maintenance Easement as set forth in that certain deed dated October 20, 2022, and recorded in the Land Evidence Records of the Town of Smithfield, Rhode Island, in Book 1443 at page 12, and all rights and privileges whatsoever which the Grantee now has in, over and upon the estate of the Grantors.

WITNESS our hands and seals on the ____ day of February, 2023.

GRANTORS:

Witness

ROBERT J. KERWIN

Witness

MARIA M. KERWIN

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In _____, on the ____ day of February, 2023 before me personally appeared **ROBERT J. KERWIN** and **MARIA M. KERWIN**, to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

NOTARY PUBLIC

My commission expires: _____

IN WITNESS WHEREOF, said **TOWN OF SMITHFIELD**, has caused these presents to be signed and its corporate seal to be hereunto duly affixed on this ____ day of February, 2023

GRANTEE:

TOWN OF SMITHFIELD

By: _____
Its:

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield, on the ____ day of February, 2023, before me personally appeared _____, in his capacity as the _____ for the Town of Smithfield, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed, and the free act and deed of the Town of Smithfield acting by and through its _____.

Notary Public

My Commission Expires: _____

Rec # 94010
INST: 2022-3343
BK: 1443 PG: 12
10/20/2022 03:32:13 PM
2 Page(s)
EASEMENT
Lyn Antonuccio, Acting Town Clerk

CISTERN ACCESS & MAINT

Robert J. Kerwin and Maria M. Kerwin (herein "Grantor"), for nominal consideration, grant to the TOWN OF SMITHFIELD, a municipal corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917 (herein "Grantee"), a perpetual easement for the purpose of accessing and maintaining the fire protection cistern located on property more particularly described as follows:

For description of the conveyed easement premises see Exhibit "A" which is attached hereto and made a part hereof by reference.

WITNESS our hands and seals this 20th day of OCTOBER, 2022.

Robert J. Kerwin
Robert J. Kerwin

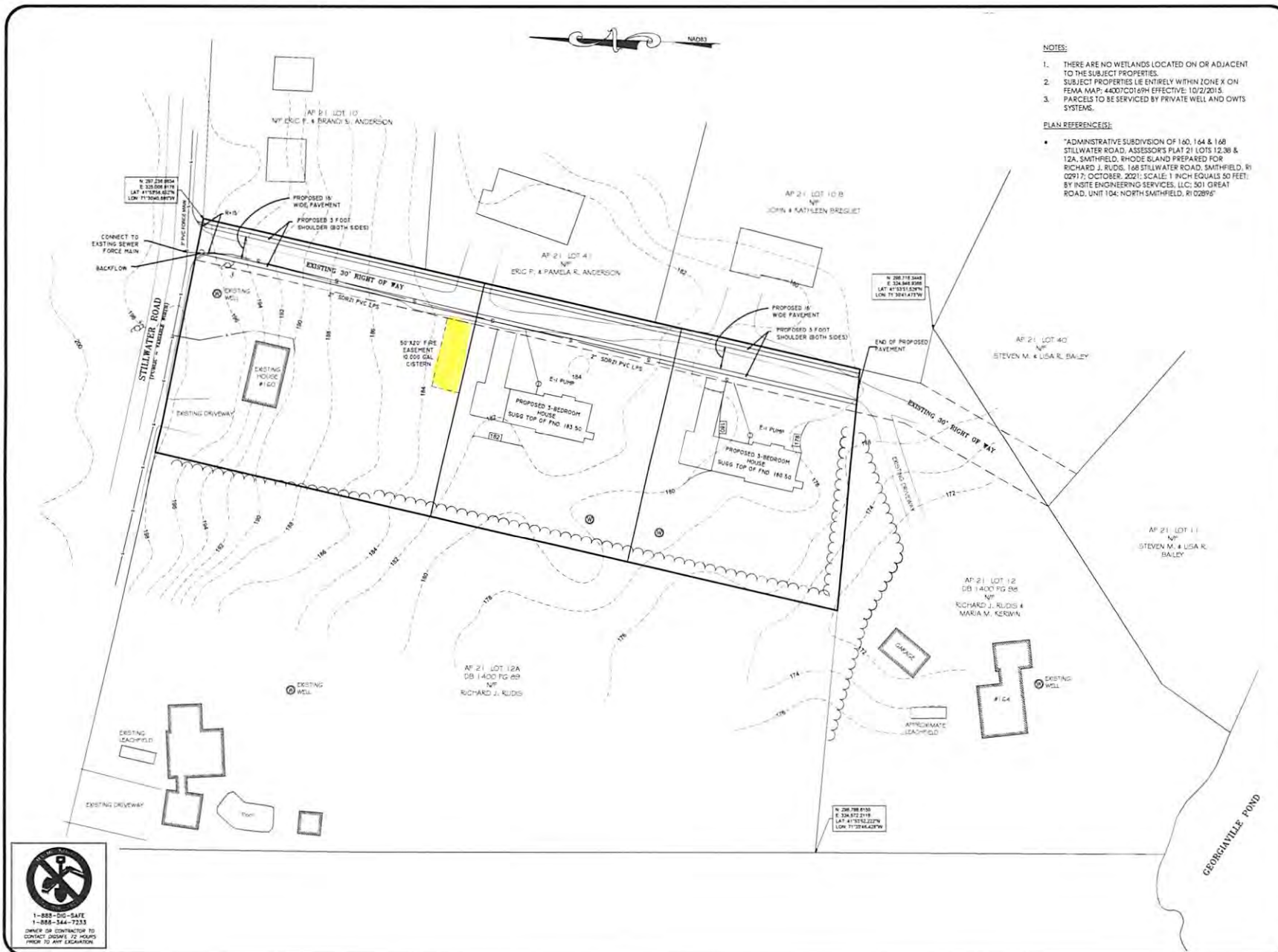
Maria M. Kerwin
Maria M. Kerwin

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Smithfield on the 20th day of OCTOBER, 2022, before me personally appeared Robert J. Kerwin and Maria M. Kerwin, to me known and known by me to be the parties executing the foregoing instrument and they acknowledged said instrument, by them executed, to be their free act and deed.

TIMOTHY F. KANE
Notary Public-State of Rhode Island
My Commission Expires
September 30, 2024

Timothy F. Kane
NOTARY PUBLIC
My commission expires: 9-30-2024



NOTES:

1. THERE ARE NO WETLANDS LOCATED ON OR ADJACENT TO THE SUBJECT PROPERTIES.
2. SUBJECT PROPERTIES ARE ENTIRELY WITHIN ZONE X ON FEMA MAP: 44007C0149H EFFECTIVE: 10/2/2015.
3. PARCELS TO BE SERVICED BY PRIVATE WELL AND COWS SYSTEMS.

PLAN REFERENCES:

- "ADMINISTRATIVE SUBDIVISION OF 160, 164 & 168 STILLWATER ROAD, ASSESSOR'S PLAT 21 LOTS 12, 38 & 12A, SMITHFIELD, RHODE ISLAND PREPARED FOR RICHARD J. RUDIS, 168 STILLWATER ROAD, SMITHFIELD, RI 02917; OCTOBER, 2021; SCALE: 1 INCH EQUALS 50 FEET; BY INSITE ENGINEERING SERVICES, LLC; 501 GREAT ROAD, UNIT 104; NORTH SMITHFIELD, RI 02895"

VICINITY MAP

STREET INDEX
STILLWATER ROAD
SMITHFIELD, RI

FILE NAME	21-086B MINOR SUB - FINAL PLANNING
DATE	9/28/22
BY	MARK N. HYBERG
REV	DESCRIPTION
1	DATE
2	9/29/22

APPLICANT(S)/OWNER(S):
ROBERT J. & MARIA M. KERWIN
160 STILLWATER ROAD
SMITHFIELD, RI 02917

ZONING DISTRICT: R00
MINIMUM LOT AREA: 20,000 Sq. Ft.
MINIMUM LOT FRONTAGE: 125 Ft.
MINIMUM SETBACKS:
FRONT: 30 Ft.
SIDE: 15 Ft.
REAR: 30 Ft.

MARK N. HYBERG
F.S.
1977
PROFESSIONAL
LAND SURVEYOR

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

LIMITED CONTENT BOUNDARY SURVEY: CLASS 1
TOPOGRAPHIC ACCURACY: 1:4

Mark N. Hyberg
MARK N. HYBERG LICENSE NO. 1797 CDA No. AS2

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

PREPARED BY:

AnSITE
Engineering Services, LLC
PROFESSIONAL ENGINEERS & LAND SURVEYORS
Rhode Island, Connecticut, California

401 Oak Road
1106 104
Smithfield, RI 02894
Tel: (401) 742-2874
Fax: (401) 742-2871
Web: AnSiteEngineering.com

FINAL - SITE PLAN
MINOR SUBDIVISION
OF
160 STILLWATER ROAD
ASSESSOR'S PLAT 21 LOT 38
SMITHFIELD, RHODE ISLAND
PREPARED FOR
MARIA RUDIS KERWIN
160 STILLWATER ROAD
SMITHFIELD, RI 02917

SCALE: 1" = 30' DATED: SEPTEMBER 28, 2022

0 30 60 90
Feet
GRAPHIC SCALE

21-086B 1 of 1

1-888-888-8888
1-888-544-7233
OWNER OR CONTRACTOR TO
CONTACT 24 HOURS PRIOR TO ANY EXCAVATION

From: fireprevention@smithfieldfire.com [<mailto:fireprevention@smithfieldfire.com>]
Sent: Thursday, December 8, 2022 4:54 PM
To: Kevin Cleary <kcleary@smithfieldri.com>; Michael Phillips <mphillips@smithfieldri.com>
Cc: samantha.kerwin@yahoo.com
Subject: [EXTERNAL] Cistern on Stillwater

Good Afternoon Kevin and Mike,

We have been contacted by the owners in regards to a right of way on Stillwater Rd. that has been subdivided to see if they would have to install a cistern. Since this is not a new development and there is a hydrant at the corner of Meadview Dr and Stillwater there is no need for the cistern. Though we do agree that it would be safer we cannot require a cistern we can only recommend. If there are any further questions in regards to this matter please do not hesitate to ask.

The owner of the property has also been cc'd in this email.

Respectfully,

Captain Matthew Pearson
Fire Marshal

Smithfield Fire Department
Division of Fire Prevention
607 Putnam Pike
Smithfield, RI 02828
401-949-0832
fireprevention@smithfieldfire.com



TOWN OF SMITHFIELD

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: RFP TO SOLICIT CONCESSION SERVICES FOR THE SMITHFIELD MUNICIPAL ICE RINK

DATE: MARCH 31, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
DANIELLE CAREY, FINANCE DIRECTOR
THOMAS J. TULLIE, ICE RINK MANAGER

Background:

The current Ice Rink Concession Services agreement with Cagney Food Service/Stephen Palazzo is set to expire the end of April, 2023. This is a request for authorization to advertise a new RFP soliciting current vendor bids to provide Concession Services for the period of April 30, 2023 to April 29, 2025, with an optional two (2) years extension that may be exercised at the sole discretion of the Town.

Financial:

The Smithfield Municipal Ice Rink will receive monthly rental income, from an outside vendor, to operate the concession stand.

Recommendation:

Our recommendation to the Town Council is to approve the advertisement of a new RFP soliciting a new Concessions Services Agreement at the Smithfield Municipal Ice Rink for the next contract period of April 30, 2023 to April 29, 2025. Subject to final review by Town Solicitor.

MOVED:

That the Smithfield Town Council hereby authorize the advertisement of a new RFP for Concession Services at the Smithfield Municipal Ice Rink for the new contract period of April 30, 2023 to April 29, 2025. Subject to final review by Town Solicitor.

TOWN of SMITHFIELD
State of Rhode Island



Request for Proposals

RFP # 2023-0310

Concession Services Agreement – Smithfield Municipal Ice Rink

TOWN of SMITHFIELD
State of Rhode Island

Table of contents:

Page 1	cover sheet
Page 2	Table of Contents & introduction
Pages 3 – 7	Terms & Requirements
Page 8	Attachment A – Cost Proposal form
Page 9 - 13	Concessions Services Agreement
Page 14	Ice Rink - Concession Services Hours of Operations

Introduction:

The Town of Smithfield is seeking Proposals for Concession Services at the Smithfield Municipal Ice Rink. The Town is looking to enter into a two (2) year contract for the period commencing April 30, 2023 through April 29, 2025, with an optional two (2) years extension that may be exercised at the sole discretion of the Town.

Sealed proposals may be received at the office of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on Wednesday, April 5, 2023 at which time all bids will be publicly opened and read aloud.

TOWN of SMITHFIELD
State of Rhode Island



Terms and Requirements for Proposals

Item Description: Concession Services Agreement – Smithfield Municipal Ice Rink

Date and Time to be OPENED: Wednesday, April 5, 2023 at 10:00 AM

Proposals may be submitted up to 10:00 AM on the above meeting date at the Office of the Town Purchasing Agent, 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

Instructions

1. Vendors must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the Purchasing Agent, 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have "NOT A PROPOSAL" written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in WRITING and in NUMERALS, and any proposal not so stated may be rejected.
5. Proposals SHOULD BE TOTALED WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he is submitting a joint proposal. All proposals SHOULD BE SIGNED IN INK.
7. One original proposal and three copies shall be submitted.

TOWN of SMITHFIELD
State of Rhode Island

NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest qualified evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest qualified evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. Where prices are the same, the Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the town's website (<http://www.smithfieldri.com/bids>)
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be given.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made
12. A certificate of insurance shall be required of a successful vendor. If so, the Town of Smithfield shall be named *additionally named insured* in the title holder box.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Submitters must indicate brand or make offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
15. This contract will be for the services described above; however this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.
16. No goods should be delivered or work started without Notice from the Town.
17. Vendors are advised that all materials submitted to the Town of Smithfield for consideration in response to this RFP may be considered to be public records as defined in RI General Laws Section 38-2-1, et seq. and may be released for inspection upon request once an award has been made. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be

TOWN of SMITHFIELD
State of Rhode Island

clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Town of Smithfield may release records marked confidential by a vendor upon a public records request if the Town Solicitor determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

18. In accordance with RI General Laws Section 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s).
19. Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for Concession Services at the Smithfield Municipal Ice Rink.
2. The contract period shall be in effect for two (2) years, for the period commencing April 30, 2023 through April 29, 2025, with an optional two (2) years extension that may be exercised in the sole discretion of the Town.
3. Award will be made on the basis of the lowest qualified evaluated bid price meeting all terms and specifications deemed to be in the best interest of the Town of Smithfield.

REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage in amounts acceptable to the Town.
2. Have sufficient manpower to provide services as outlined in the Concessions Services Agreement as determined by the Town.
3. Provide a list of at least three (3) client references. Including contact name, phone and type of services provided.
4. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.

TOWN of SMITHFIELD
State of Rhode Island

5. Responders must guarantee that the services can be provided to the Town of Smithfield Department within the time specified in the proposal documents.
6. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
7. Inquiries:

Inquiries concerning clarification on any portion of this Agreement should be made to:

Carlos Santos
Purchasing Agent
csantos@smithfieldri.com

8. Proposal -To Include the following:
 - a. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff and support.
 - b. List at least three (3) references of other clients that you service that are non-profit organizations, include the name and telephone number of a person to contact.
 - c. List any past experience providing services to the Town.

9. Cost Proposal:

- a. The cost proposal should include the following information:
 - i. The responder shall submit Attachment "A" filled out completely.
 - ii. The cost proposal should contain all pricing information relative to performing the services as described in Concession Services Agreement.
 - iii. The pricing shall remain for the duration of the contract.

10. Evaluation Criteria:

- a. An evaluation committee will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

TOWN of SMITHFIELD
State of Rhode Island

b. Proposal will be evaluated on the following :

	Criteria	Score
1.	Company Information and Years in Business	10
2.	Required documents stated in specifications	20
3.	Past Experience with the Town and References	25
4.	Business Location in Town	10
5.	Pricing	35
	Grand Total	100

11. Final Selection

- I. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee. Following the notification of the firm selected, the attached contract will be executed by the parties.
- II. A firm's submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.

TOWN of SMITHFIELD
State of Rhode Island



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: Concession Services - Smithfield Municipal Ice Rink

Date and time to be opened: Wednesday, April 5, 2023 at 10:00 AM

VENDOR NAME:	
VENDOR ADDRESS:	
CITY, STATE, ZIP:	
Soc. Sec. # or Fed. ID #	

1. Total Annual Contract Price (April 30, 2023 through April 29, 2025)
(Minimum bid is \$650.00 per month (\$15,600.00 for twenty four (24) months)

_____ \$ _____
(Annual Contract in words) (Annual Contract in Figures)

2. Town Optional Two Year Extension - (April 30, 2025 - April 29, 2027)
(Minimum bid is \$725.00 per month (\$17,400.00 for twenty four (24) months)

_____ \$ _____
(Annual Contract in words) (Annual Contract in Figures)

PHONE _____ FAX _____

EMAIL _____

_____ TITLE
CONTACT PERSON NAME

AUTHORIZED PERSON SIGNATURE

TOWN of SMITHFIELD
State of Rhode Island



Smithfield Municipal Ice Rink
Concessions Services Agreement

The agreement made and entered into by and between the "concessionaire" and the Town of Smithfield hereafter referred to as the "Town" is as follows:

1. The Town grants to the concessionaire the use of the concession area in the Smithfield Municipal Ice Rink located at 109 Pleasant View Avenue, Smithfield, Rhode Island for the period commencing April 30, 2023 through April 29, 2025 to be used solely for the purpose of selling soft drinks, candy, ice cream, food, and other refreshments, under the terms and conditions hereinafter stated. Business shall be carried on from the part of the building as designated by the Smithfield Municipal Ice Rink Director. This concession services agreement is a two year contract at a rate of \$650.00 per month, \$1,975.00 per quarter (\$15,600.00 for twenty four(24) Months) with an optional two year contract extension at a rate of \$725.00 per month, \$2,175.00 per quarter (\$17,400.00 for an additional twenty four (24) months). To be eligible for a contract extension the concessionaire must submit a financial summary of concession operations at the Ice Rink in the form of an income statement, acceptable to the Town Finance Director, for the prior fiscal year's operations 60 days prior to the date of renewal. The approval of any contract extension shall be in the sole discretion of the Town Council.
2. The concession area shall be opened whenever organized activities are being held at the Ice Rink with advance notice schedule or notification given to the concessionaire. Days and hours of operation must be approved by the Ice Rink Director prior to the season's opening. The present required Concession Stand Hours of Operation are attached hereto. These hours of operation may be modified or increased by the Ice Rink Director with advance notice to the concessionaire.
3. The concessionaire must supply his own electrical equipment, or any other equipment needed, which equipment shall be used only upon the approval of the Ice Rink Director. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary regulations, repairs, improvements, and maintenance of the concession area shall be the responsibility of the Town.
4. The quality of food served, the prices charged and any other factor affecting the public interest must be approved by the Ice Rink Director before the concessions is opened and the Town reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary or proper for the protection of the public.

TOWN of SMITHFIELD
State of Rhode Island

5. No advertising signs shall be posted except for price lists, unless approved by the Ice Rink Director.
6. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up within the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
7. The concessionaire shall comply with all state and local laws and regulations.
8. The concessionaire shall hold the Town harmless from any loss, injury, or damage to any person or property arising out of the operation of the concession, including products liability.
9. The concessionaire must submit a certificate of insurance, which includes general liability, product liability, vehicle liability and Workmen's Compensation in the amount of \$1,000,000 and naming the Town of Smithfield as the additional insured on the policy with 30 days advance notice of cancellation and stated on the certificate. The certificate of insurance must be submitted prior to the commencement of the contract.
10. This agreement cannot be assigned or transferred.
11. The Town reserves the right, acting through the Ice Rink Director, to make any other rules and regulations pertaining to the concessionaire which are reasonable and are in the best interest of the Town and the public. The Ice Rink Director may order unsatisfactory service and conditions to be remedied by the contracted vendor with failure to do so being grounds for the termination of the contract.
12. The concessionaire shall have the responsibility of securing the concession area, but duly authorized representatives of the Town shall have access to the concession area at all reasonable times.
13. No beer, wine or any alcoholic beverages or tobacco items shall be available or sold at any time in the Ice Rink.
14. The soft drink/ beverage agreement shall remain in the sole operation and responsibility of the Smithfield Municipal Ice Rink and shall be administered by the Ice Rink Director. The soft drink/ beverage vending machines shall be operated by the contracted vendor, with all revenue from the soft drink/ beverage vending machines sales being retained by the contracted vendor. All soft drinks/ beverages sold for resale must be purchased through the Smithfield Municipal Ice Rink and the concessionaire is required to purchase a minimum of 450 cases of product per year.

TOWN of SMITHFIELD
State of Rhode Island

15. The Town of Smithfield is not responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the business awarded the contract.
16. The concessionaire shall pay to the Town the sum of \$15,600.00 for the twenty four (24) month period stated in Section #1 of this agreement. The concessionaire is also required to submit a financial summary of concession operations at the Ice Rink in the form of an income statement, acceptable to the Town Finance Director, 60 days prior to the end of this contract.
17. The contract price stated above shall be payable in three installments for the first contract year as follows:

1st payment – July 15, 2023	\$1,950.00
2nd payment – October 15, 2023	\$1,950.00
3rd payment – January 15, 2024	\$1,950.00
4th payment – March 15, 2024	\$1,950.00
5th payment – July 15, 2024	\$1,950.00
6th payment – October 15, 2024	\$1,950.00
7th payment – January 15, 2025	\$1,950.00
8th payment - March 15, 2025	\$1,950.00

TOWN of SMITHFIELD
State of Rhode Island

For Optional contract extension, the contract prices listed above under Section #1 (\$2,175.00) shall be payable on a quarterly basis as follows:

1 st payment – July 15th
2 nd payment – October 15th
3 rd payment – January 15th
4 th payment – March 15th
5 th payment – July 15th
6 th payment – October 15th
7 th payment – January 15th
8 th payment – March 15th

18. The Town reserves the right to allow other food and refreshments to be sold in the Smithfield Municipal Ice Rink during special events and will notify the concessionaire in advance of any such special events.
19. The concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, and or physical or mental handicap for any position that the employee or applicant is qualified.
20. In the event the concessionaire fails to comply with any term of this agreement, the Town may declare the contract terminated and may pursue any or all of its legal remedies as a result of said breach.
21. Nothing in this Agreement shall preclude patrons and guests from bringing their own food and/or non-alcoholic beverages into the Ice Rink. However, the Ice Rink Director may prohibit or restrict people from bringing food and beverages to high school hockey games should he deem it necessary.
22. Required Concession Services Hours of Operation are listed below (page 14).

TOWN of SMITHFIELD
State of Rhode Island

WITNESS our hands this _____ day of April, 2023

WITNESS:

Town of Smithfield

By: _____
Randy R. Rossi, Town Manager

WITNESS:

TBD: (Company Name)

By: _____
Company Owners

TOWN of SMITHFIELD
State of Rhode Island



Smithfield Municipal Ice Rink

109 Pleasant View Avenue

Smithfield, Rhode Island 02917

Phone: (401) 233-1051 Fax: (401) 233-1029

Concession Services Hours of Operations

Sundays	6:00am to 7:30pm
Mondays	5:00pm to 11pm
Tuesdays	5:00pm to 11pm
Wednesdays	4pm to 9:30pm
Thursdays	5:00pm to 11pm
Fridays	5:00pm to 11pm
Saturdays	6:00am to 12:00am

Notes:

1. Any changes to the concession stand hours of operation, by the contracted concessionaire, have to be approved by the Ice Rink Director.
2. Additional hours of operation may be required as the Smithfield Municipal Ice Rink's event schedule dictates.



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: March 21, 2023
To: Smithfield Town Council
From: Christopher Celeste, Assessor
Re: Tax Abatements

BACKGROUND:

Abatements are granted by the assessor as a result of assessment appeals on real estate, motor vehicles, and personal property. Adjustments are also made to motor vehicle tax bills to correct for erroneous data received from the Rhode Island Division of Motor Vehicles, including incorrect tax town and registration data. Additionally, the tax collector may request the abatement of taxes deemed to be uncollectible.

FINANCIAL IMPACT:

Total abatements for this period = \$6,242.17

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$6,242.17

The abatements contained herein are submitted
for your approval by:

Christopher Celeste, RICA
Assessor



March 21, 2023

Town Council Authorization:

Real Estate Subtotal:	\$6,242.17
Motor Vehicle Subtotal:	\$0.00
Personal Property Subtotal:	\$0.00
Total Abatements:	\$6,242.17