

MONDAY, NOVEMBER 21, 2016
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT ROBERT R. MOREAU PRESIDING
6:30 PM. – HARRIS HALL

PUBLIC HEARING

- 16 O 114 In amendment of the Code of Ordinances, City of Woonsocket, R.I.
Appendix C, Entitled "Zoning" Fencing Permits.-Moreau
16 CO 56* A communication from Planning Board Chairman regarding response to
request for advice & recommendation re: Amendments to Zoning
Ordinance of the City of Woonsocket • Fencing Permits.

REGULAR MEETING
7:00 P.M.

1. **ROLL CALL**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE**
4. **CITIZENS GOOD AND WELFARE**
(Please limit comments to five minutes)
5. **APPROVAL/CORRECTION OF MINUTES OF REGULAR
MEETING HELD NOVEMBER 7TH**
6. **CONSENT AGENDA**
All items on the consent agenda are indicated with an asterisk (*).
7. **COMMUNICATIONS FROM CITY OFFICERS**

16 CO 57* A communication from the Director of Planning & Development
regarding National Register of Historic Places Nomination (former
Woonsocket Middle School, 357 Park Place, Woonsocket).
16 CO 58* A communication from City Solicitor submitting request to pay property
damage claim of Mr. Timothy Brundrette.
16 CO 59* A communication from City Solicitor submitting request to pay property
damage claim of Ms. Stacey Murphy.
8. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

16 LC 33 Application of licenses and renewal of licenses (listing attached).
16 LC 34 Public hearing on sixty (60) applications for renewal of liquor licenses.
16 LC 35 Public hearing on application of a Class BV Liquor license for Brick
House Club & Pub, LLC d/b/a Brick House Pub at 2120 Diamond Hill
Road.
9. **COMMUNICATIONS AND PETITIONS**

16 CP 67 A request of Richard Fagnant to address the City Council regarding the
workings of the Woonsocket Zoning Board of Review and how best to
improve its workings for all parties involved.
16 CP 68 Request of Councilman Mancieri to address the following items:
1. Status of recommendation on proposals for former middle school at
Park Place.
2. Update on sign for Susan D. Menard School Complex.
3. Update on vacant positions available and advertising strategy.

- 16 CP 69 Request of Councilman Gendron to address the following item:
1. Tax Abatements
- 16 CP 70 Request of Vice President Brien to address the following items:
1. Inauguration
2. North Smithfield Wastewater Inter-jurisdictional Agreement
3. Blackstone Wastewater Inter-jurisdictional Agreement
4. Glen Hebert, ET AL v. The City of Woonsocket
5. Property Tax Appeals
6. Water Treatment Plant project
7. Wastewater Treatment Plant upgrades
- 10. GOOD AND WELFARE**
(Five minute limit, per Council Rules of Order)
- 11. ORDINANCE PASSED FOR THE FIRST TIME NOVEMBER 7TH**
- 16 O 121 Granting easement to the Narragansett Electric Company and Verizon
New England, Inc.-Moreau
- 16 O 122 Authorizing acceptance of a water main and sewer main and storm drain.-
Moreau
- 16 O 123 Authorizing acceptance of public land.-Moreau
- 16 O 124 Authorization to declare a public highway.-Moreau
- 16 O 125 In amendment of Chapter 14 Entitled, "Miscellaneous Offenses and
Provisions" of the Code of Ordinances, City of Woonsocket.-Moreau
- 16 O 126 Authorizing the City to enter into a lease agreement with T-Mobile
Northeast, LLC for the water tower located at 2331 Diamond Hill Road.-
Moreau
- 12. ORDINANCE TABLED UNTIL THIS MEETING**
- 16 O 114 In amendment of the Code of Ordinances, City of Woonsocket, R.I.
Appendix C, Entitled "Zoning" Fencing Permits.-Moreau
- 13. NEW ORDINANCE**
- 16 O 128 Authorizing the City to enter into a lease agreement with Holy Cross
Independent Christian Counseling Assembly for the former Guard House
located at 134 Hamlet Avenue.-Moreau
- 14. NEW RESOLUTIONS**
- 16 R 159 Authorizing the Mayor & Director of Planning & Development to
nominate the former Woonsocket Middle School to the national register of
historic places.-Moreau
- 16 R 160 Authorizing the cancellation of certain taxes.-Moreau
- 16 R 161 Granting permission to use City property.-Mancieri
- 16 R 162 Authorizing the Mayor & Director of Planning & Development to
nominate the Lafayette Worsted Company administrative headquarters
historic district to the national register of historic places.-Moreau
- 15. ADJOURNMENT**

For additional information or to request interpreter services, or other special services for the hearing impaired, please contact City Clerk Christina Harmon-Duarte three days prior to the meeting at (401) 762-6400, or by the Thursday prior to the meeting.

Posted November 17, 2016

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AGENDA FOR BOARD OF LICENSE COMMISSIONERS

RENEWAL LICENSES

1ST CLASS VICTUALING

Coffee Connection, 100 Bernon Street

McDonald's, 1900 Diamond Hill Road

QUARTERLY ENTERTAINMENT

Back Street Sport Bar RI, 33 Arnold Street

Cercle Laurier, 175 E School Street

Cooky's Bar & Grill, 1689 Mendon Road

Cowboys, 350 River Street

HBA Amvets Club, 842 Social Street

Rick's Bar & Grill, 297 Cass Avenue

Monday, November 7, 2016

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, November 7, 2016 at 7:00 P.M.

Six members are present. Councilman Jalette is absent.

The prayer is read by the Clerk. The Pledge of Allegiance is given by the assembly.

The following persons addressed the council under citizens good and welfare: Richard Fagnant, John Reynolds Jr., Shirley Robinson and Charles Lemoine.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held October 17, 2016 be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilwoman Murray seconded by Councilman Gendron it is voted that the consent agenda be approved as submitted, a voice vote on same being unanimous.

The following items were listed on the consent agenda:

- 16 CO 52 A communication from Planning & Development Director regarding responses for proposals for former Woonsocket Middle School.
- 16 CO 53 A communication from Planning & Development Director regarding grants agreements for Cass Park Improvements -- Phase IV
- 16 CO 54 A communication from Planning & Development Director regarding request for proposals for former Social Street school.
- 16 CO 55 A communication from City Solicitor regarding lease agreements with T-Mobile Northeast.
- 16 CP 66 Monthly odor report from CH2M Hill.

Upon motion of Councilman Beauchamp seconded by Councilman Gendron it is voted to dispense with the regular order of business and take up the following ordinance:

- 16 O 117 An ordinance authorizing the sale of a portion of Lot 88 on Assessor's Plat 57 to Bryan J. and Sylvia A. Richards, which was passed for the first time on October 17th, is read by title, and

Upon motion of Councilman Gendron seconded by Councilors Beauchamp and Murray it is voted that the ordinance be passed, a roll call vote on same being 5-1 with Councilman Brien voting no.

- 16 LC 31 An application of Tapas & Papas LLC d/b/a Tapas & Papas to Class BL license at 587 Willow Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the license be granted, a voice vote on same being unanimous. Michael Farley addressed the council at the public hearing.

- 16 LC 32 Upon motion of Councilman Mancieri seconded by Councilors Gendron and Murray it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for holiday license, 18 applications for renewal of

first class victualing license and 3 applications for renewal of second class victualing license.

- 16 CP 63 A request of Councilman Mancieri to address the following item: Question 6 Rhode Island Green Economy Bond.
- 16 CP 64 A request of Councilman Gendron to address the following items: financial reports/financial condition of the City, tax assessor, interjurisdictional agreements, former Lowe's and Wal-Mart properties and former Middle School, RFP.
- 16 CP 65 A request of Vice President Brien to address the following items: Blight/acquisition-relocation, Cumberland Interconnect restoration, Knollwood Drive sewer back-up/Veolia, Summer Student Improvement Program, Board of Canvassers and 2016 inauguration.

The following remarks were made under good and welfare:

Councilman Beauchamp reminded everyone to vote and thanked all the candidates.

Councilman Gendron complimented everyone who took the time to run for office and encouraged everyone to get out and vote.

Councilman Jalette was absent.

Councilman Mancieri stated property address Ms. Robinson was referring to is 246 Olo Street. He wished everyone good luck and asked those who are not elected to stay involved in City.

President Moreau wished everyone luck and gives credit for those who will endeavor the race.

Councilwoman Murray encourages everyone to vote and thanked everyone who decided to run for office.

Councilman Brien congratulated all the candidates on their success and wishes them success and good luck.

- 16 O 110 An ordinance for omnibus changes to licenses and permit fees, which was passed for the first time on October 17th, is read by title, and

Upon motion of Councilman Mancieri seconded by Councilors Brien and Murray it is voted that the ordinance be passed, a roll call vote on same being unanimous.

Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted to dispense with the regular order of business and take up the following:

- 16 O 120 An ordinance amending Chapter 13 entitled "Licenses and Permits" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on October 17th, is read by title, and

Upon motion of Councilwoman Murray seconded by Councilman Gendron it is voted that the ordinance be passed, a roll call vote on same being unanimous.

- 16 O 118 An ordinance amending Chapter 15 entitled "Parks and Recreation" of the Code of Ordinances, which was passed for the first time on October 17th, is read by title, and

Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the ordinance be passed, a roll call vote on same being unanimous.

- 16 O 119 An ordinance authorizing Public Safety Department to bypass competitive bidding for purchase of twenty X26P Tasers which was passed for the first time on October 17th, is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilman Gendron it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 16 O 113 An ordinance providing for the transfer of funds from Blighted Buildings to Motor Vehicle Tax Refund Account, along with refunds to be provided to motor vehicle owners pursuant to promises by the Mayor to provide a "reduced tax burden" for motor vehicle owners, which was tabled at the meeting of is read by title, and
- Upon motion of Councilman Gendron seconded by Councilman Brien it is voted that the ordinance be passed, however, before this is voted upon
- Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the ordinance be amended (see attachment). This amendment is voted on and passed on a 4-2 roll call vote with Councilors Beauchamp & Moreau voting no.
- Upon motion of Councilman Gendron seconded by Councilman Brien it is voted to move the question. The vote to move the question failed on a 3-3 roll call vote with Councilors Mancieri, Moreau & Murray voting no. The ordinance, as amended, is then voted on and failed on a 3-3 roll call vote with Councilors Beauchamp, Murray & Moreau voting no.
- 16 O 121 An ordinance granting easement to the Narragansett Electric Company and Verizon New England Inc. is read by title, and
- Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.
- Upon motion of Councilman Gendron seconded by Councilman Beauchamp it is voted that the following three ordinances be passed for the first time, a roll call vote on same being unanimous:
- 16 O 122 An ordinance authorizing acceptance of a water main, sewer main and storm.
- 16 O 123 An ordinance authorizing acceptance of public land.
- 16 O 124 An ordinance authorizing declaration of a public highway.
- 16 O 125 An ordinance in amendment of Chapter 14 entitled "Miscellaneous offenses and provisions" of the Code of Ordinances is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the ordinance be passed for the first time, a roll call vote on same being 5-1 with President Moreau voting no.
- 16 O 126 An ordinance authorizing the City to enter into a lease agreement with T-Mobile Northeast LLC for the water tower located at 2331 Diamond Hill Road is read by title, and
- Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.
- 16 O 127 An ordinance in amendment of City of Woonsocket Zoning Ordinance, Appendix C entitled "Zoning" regarding breweries and microbreweries is read by title, and

Upon motion of Councilman Mancieri seconded by Councilman Gendron it is voted that the ordinance be tabled, a voice vote on same being unanimous.

16 R 148 A resolution authorizing the cancellation of certain taxes, which was tabled at the meeting of October 17th, is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Beauchamp it is voted that the resolution be passed, a voice vote on same being unanimous.

16 R 154 A resolution granting permission to use city property is read by title, and

Upon motion of Councilman Gendron seconded by Councilors Beauchamp and Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

16 R 155 A resolution in support of the City of Woonsocket grant application for the design, development and maintenance of dog parks is read by title, and

Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

16 R 156 A resolution authorizing the cancellation of certain taxes is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

16 R 157 A resolution authorizing Mayor and Planning & Development Director to execute an agreement with the Rhode Island Department of Environmental Management for a recreation improvement grant for Cass Park improvements-Phase IV is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

16 R 158 A resolution authorizing Mayor to solicit proposals for the former Social Street School building at 706 Social Street is read by title, and

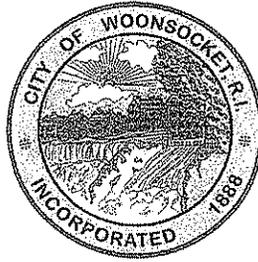
Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the meeting be and it is hereby adjourned at 8:57 P.M.

Attest:

Christina Harmon-Duarte

City Clerk



City of Woonsocket, Rhode Island
WOONSOCKET PLANNING BOARD
 City Hall • 169 Main Street • Post Office Box B
 Woonsocket, Rhode Island 02895-4379

George Sargent
 Chairman

Telephone: (401) 767-9231
 Email:
 ndbouley@woonsocketri.org

November 4, 2016

The Honorable City Council
 City of Woonsocket, Rhode Island
 Legislative Chambers
 City Hall • 169 Main Street
 Woonsocket, Rhode Island 02895-4379

Subject: Response to Request for Advice & Recommendation
Re: Amendments to Zoning Ordinance of the City of Woonsocket
Ordinance 16-O-114 • Fencing Permits

Dear Councilors:

At its meeting of Monday, October 4, 2016, the Honorable City Council received a proposed Ordinance [16-O-114] amending the Zoning Ordinance of the City of Woonsocket, Rhode Island, which would establish a procedure for the issuance of fencing permits under the Zoning Ordinance of the City of Woonsocket, Rhode Island. This proposed ordinance was referred to the Woonsocket Planning Board for advice and recommendation as required under *Section 45.24.51 of the General Laws of the State of Rhode Island & Providence Plantations.*

History of the Legislation

The legislation was submitted in response to the position that the City Division of Building Inspection Services has been issuing fence building permits under a policy which has not been legally codified.

As the proposed Ordinance is an amendment to the *Zoning Ordinance* of the City of Woonsocket, *Rhode Island General Laws* according to the Rhode Island Zoning Enabling Act the Council is required to refer the proposal to the Woonsocket Planning Board for advice and recommendation. State law also requires that the Planning Board seek assistance from the Department of Planning & Development in determining the advisability of enacting such legislation and its conformity with the provisions of the *Woonsocket Comprehensive Plan.*

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Based upon advice provided by that Department, the Woonsocket Planning Board hereby submits its advice and recommendation to the Honorable City Council with respect to the proposed Ordinances change.

• ***Conformity with the Woonsocket Comprehensive Plan***

First and foremost, it should be clearly stated that the proposed zoning amendment is consistent with; and not out of conformity with the *Woonsocket Comprehensive Plan-2010, 2012 Update* as developed by the Woonsocket Planning Board and approved by the Woonsocket City Council and the Director of the Rhode Island Department of Administration and as implemented via the recently recommended and enacted *Zoning Ordinance of the City of Woonsocket, Rhode Island* as currently constituted.

• ***General Purposes of the Comprehensive Plan***

The *Comprehensive Community Plan* examines the physical, cultural, social and economic characteristics of a community. It determines how these factors, individually and in combination with each other, will influence the future development of the community. *The Plan* then formulates strategies consistent with the development capacities of the community and the desires of its residents. In many instances the original designation of future land uses and subsequent zoning designation was the result of existing conditions which have shifted over a period of time and which make a reconsideration of the designations a viable and useful exercise from time to time. This assessment is such an occasion.

It is the appreciation of the natural resources and beauty of the City and the recognition of the limits and sensitivity of these features of the land, from water supply and aquifers, to the natural wildlife, flora and fauna, combined with a reasoned and responsible approach to planned and tightly controlled economic development activities which was the driving force in the development of this public policy and decision-making document commonly called the *Comprehensive Plan*.

It is with a recognition of the custodial responsibility placed upon one generation to safeguard the natural and man-made gifts which it has received as part of its birthright, and to transmit such heritage to its posterity in a manner which also assists in providing for opportunities in housing, employment, recreation and cultural resource enjoyment, combined with attempts at tax relief as part of one's community that the *Comprehensive Plan* is designed.

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The *Plan*, once adopted, does not resolve all the issues of planning and controlled land use management, but provides a vision for Woonsocket's future.

The Plan represents a conscious effort on the part of the City of Woonsocket and the State of Rhode Island to responsibly manage Woonsocket's natural and manmade resources. *The Plan* formulates strategies consistent with the development capabilities of the community and the desires of its residents. Public participation and input provided the basis for determining the community's broad goals and policy statements.

An inventory of existing conditions and resources furnished the starting point for evaluating Woonsocket's options for the future. It is now the responsibility of the Woonsocket Planning Board, the Mayor and the City Council, in concert with other appropriate town, regional, state and national partners to advance the policies and practices necessary to effectuate the broad policy directives concluded from the *Comprehensive Plan* in a practical day to day application. Such application takes form in the subdivision ordinance, the zoning ordinance and other land use management regulations and guidelines which are in place and which must be revised and updated to reflect the goals of the City as expressed through the *Woonsocket Comprehensive Plan*.

• **General Purpose of Zoning Ordinances**

Section 45-24-30 of the *General Laws of Rhode Island*, entitled "General purposes of zoning ordinances", dictate that zoning regulations must be developed and maintained in accordance with a comprehensive plan prepared, adopted and as may be amended in accordance with Chapter 22.2, the "*Rhode Island Comprehensive Planning & Land Use Regulations Act*", and shall be designed to address the following purposes:

(1) Promoting the public health, safety and general welfare

Based upon all of the foregoing, the Woonsocket Planning Board is convinced that the proposed zoning amendment promotes the public health, safety and welfare by providing codified regulations and procedures for the implementation of the provisions of the Zoning Ordinance of the City of Woonsocket.

(2) Providing for a range of uses and intensities of uses appropriate to the character of the city or town and reflecting current and expected future needs.

Not directly relevant.

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(3) Provide for orderly growth and development which recognizes:

(a) The goals and patterns of land uses contained in the comprehensive plan of the city or town adopted pursuant to Chapter 22.2 of the General Laws:

Not directly relevant

(b) The natural characteristics of the land, including its suitability for uses based on soil characteristics, topography, and susceptibility to surface and ground water pollution.

Not directly relevant.

(c) The values and dynamic nature of coastal and freshwater ponds, the shoreline, and freshwater and coastal wetlands.

Not directly relevant.

(d) The value of unique or valuable natural resources and features.

Not directly relevant.

(e) The availability and capacity of existing and planned public and/or private services and facilities.

Not directly relevant.

(f) The need to shape and balance urban and rural development.

Not directly relevant.

(g) The use of innovative development regulations and techniques.

Not directly relevant to this particular section

(4) Provide for the control, protection and/or abatement of air, water, groundwater, and noise pollution, and soil erosion and sedimentation.

Not applicable.

(5) Provide for the protection of the natural, historic, cultural and scenic character of the town or areas therein.

Not directly relevant.

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(6) Provide for the protection and promotion of agriculture, forest, silviculture, aguaculture, timber resources and open space.

Not applicable.

(7) Provide for the protection of public investments in transportation, water, stormwater management systems, sewerage treatment and disposal, solid waste treatment, schools, recreation, public facilities, open space, and other requirements.

Not applicable.

(8) Promoting a balance of housing choices for all income levels and groups to assure the health, safety and welfare of all citizens and their right to affordable, accessible safe and sanitary housing.

Not relevant.

(9) Provide opportunities for the establishment of low and moderate income housing.

Not directly applicable.

(10) Promote safety from fire, flood and other natural or man-made disasters.

Not directly applicable.

(11) Promote a high level of quality design in the development of private and public facilities.

Not directly relevant.

(12) Promote implementation of the comprehensive plan of the city or town adopted pursuant to Chapter 22.2 of the General Laws of Rhode Island.

Not directly relevant.

(13) Provide for coordination of land uses with contiguous municipalities, other municipalities, the state, and other states, and other agencies, especially with regard to resources and facilities that extend beyond the municipal boundaries or have a direct impact on that municipality.

Not directly relevant.

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(14) Provide for efficient review of development proposals to clarify and expedite the zoning approval process.

This proposal makes it clear what is permitted and expected in the administration of the Zoning Ordinance of the City of Woonsocket.

(15) Provide fair procedures for the administration of the zoning ordinance, including, but not limited to, variances, special use permits, and where adopted, procedures for modification.

This proposal has been and is being handled under the legally established requirements of Rhode Island *General Laws Chapter 45-24*. The proposed amendment is also being handled through the legally established municipal process enacted pursuant to State Law.

(16) Providing opportunities for reasonable accommodations in order to comply with the Rhode Island Fair Housing Practices Act, chapter 37 of title 34; the United States Fair Housing Amendments Act of 1988 (FHAA); the Rhode Island Civil Rights of Persons with Disabilities Act, chapter 87 of title 42; and the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.

Not relevant to this matter.

• ***Summary:***

It is therefore the finding of the Woonsocket Planning Board that the adoption of the proposed ordinance amendments would (i) be consistent with good planning and resource protection; (ii) would be consistent with the *Woonsocket Comprehensive Plan* and, (iii) does meet the requirements of *Chapter 45-24-30 General Purposes of Zoning Ordinances of the General Laws of Rhode Island, As Amended*.

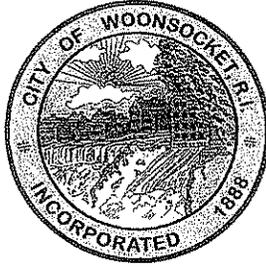
As always, if you have any questions regarding this or any other matter, or, if you require any additional information, please do not hesitate to contact this office at any time.

Sincerely,



George Sargent
Chairman

xc: Honorable Lisa Baldelli-Hunt, Mayor • Michael J. Marcello, City Solicitor
N. David Bouley, Director of Planning & Development



City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
 169 Main Street — Post Box B — Woonsocket, Rhode Island 02895-4379

N. David Bouley
 Director

Telephone: 401-767-9231
 ndbouley@woonsocketri.org

November 15, 2016

Honorable City Council
 Legislative Chamber
 Harris Hall • 169 Main Street
 Woonsocket, Rhode Island 02895

Subject: National Register of Historic Places Nomination
Former Woonsocket Middle School, 357 Park Place, Woonsocket

Dear Councilors:

On Wednesday, November 9, 2016, the State Review Board of the Rhode Island Historical Preservation & Heritage Commission voted unanimously to determine that the Former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island, be recommended to the Secretary of the United States Department of the Interior for placement on the National Register of Historic Places.

As the legal entity charged with governance over municipal building and properties, the Woonsocket City Council is effectively the owner of the property as defined by the Secretary.

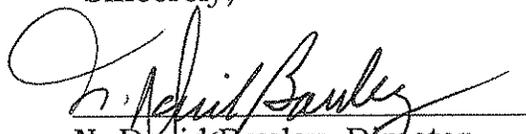
The City of Woonsocket recently received proposals for the potential acquisition and redevelopment of the Former Woonsocket Middle School from two development entities who expressed a strong need for the property to be listed on the National Register to enable any development proposal to be eligible for State and Federal funding deemed necessary to successfully complete the project. In order for the matter to move forward it is necessary for the City of Woonsocket to approve the submittal of appropriate documentation to the Secretary of the Interior to effectuate consideration for nomination.

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On the agenda for your meeting is a Resolution identified as 16 R-159, which would authorize Mayor Lisa Baldelli-Hunt and the Director of Planning & Development to assent to completion of the necessary documentation and its submission to the National Park Service of the United States Department of the Interior.

Approval of this resolution is an essential part in moving this important development project forward and we strongly recommend your approval.

Sincerely,



N. David Bouley, Director

xc: Honorable Lisa Baldelli-Hunt, Mayor
Michael J. Marcello, City Solicitor
Mr. Louis Yip, Chairman & CEO, Tai-O Group
Dr. Ganesan Visvabharathy, President
Hawthorne Development Corporation



166058
☉ P-401-767-9201 ☉ 401-766-9312
☒ mmarcello@woonsocketri.org

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

November 21, 2016

Woonsocket City Council
169 Main Street
P.O. Box B
Woonsocket, RI 02895

RE: Claim for Property Damage of Timothy Brundrette, City of Woonsocket Employee

Dear Councilors:

This claim for property damage arises out of an incident that occurred on October 28, 2016. That day, a City of Woonsocket Engineering Department employee, Timothy Brundrette's personal vehicle was struck by a City truck in the parking lot at the highway garage. His vehicle sustained damage to the front bumper.

Mr. Brundrette submitted a quote for the repair to be made at DCH Toyota of Milford for the amount of \$384.50. I am requesting approval for payment in the amount of \$384.50.

In the interim, if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael J. Marcello, Esq.
City Solicitor

MM/ps
Attachments



City of Woonsocket
Department of Finance
Personnel Division

MEMORANDUM

TO: Michael Marcello, City Solicitor
FROM: Mark Ferguson, Personnel Director/HR Coordinator
DATE: November 14, 2016
RE: Timothy Bundrette Accident

Timothy Brundrette of the Engineering Department came to my office to report that his vehicle was hit by a city truck in the parking lot of the highway garage. The date of the accident was October 28, 2016. He stated that his vehicle had damage to the front bumper.

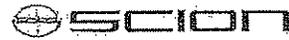
I requested an accident report of the Police department with regard to this incident. No accident report was filed. I did not report this to the Trust as the claim was well under the \$2,500 threshold.

I am providing the repair invoice for the damage to Mr. Brundrette's vehicle as well as the email from the Police department stating that no police report was filed.

Timothy Brundrett
Engineering Aide



DCH Toyota of Milford



300 Fortune Blvd.
 Milford, MA 01757
 (508) 478-0500

NO REFUNDS OR EXCHANGES WITHOUT THIS INVOICE. 20% HANDLING CHARGE ON ALL RETURNED ITEMS.
 NO RETURNS ON ELECTRICAL OR SPECIAL ORDERS.
 NO RETURNS AFTER 14 DAYS.
 ALL SPECIAL ORDERS FORFEITED AFTER 30 DAYS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller, DCH Toyota of Milford, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DCH Toyota of Milford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale items on this invoice.

DATE ENTERED 04 NOV 16	YOUR ORDER NO.	DATE SHIPPED 04 NOV 16	INVOICE DATE	INVOICE NUMBER Q105959
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QUOTE

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ACCOUNT NO. T2000
 RETAIL CASH
 CASH RETAIL
 MILFORD, MA 01757

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SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B. POINT		
		177535		CASH	MILFORD MA		
QTY	UNIT	DESCRIPTION	LIST	NET	AMOUNT		
1	0	53112-06260 SPORD GRILLE	144.24	144.24	144.24		
1	0	75101-06030 BRACKE	20.04	20.04	20.04		
<p>MANSFIELD **** INVOICE QUOTE - DO NOT PAY ****</p> <p><i>1.5 hrs TO INSTALL</i> <i>\$180.00 LABOR</i> <i>174.55 PARTS</i></p> <p><i>354.55</i> <i>29.95 MISC</i> <i>\$384.50</i></p>							
					PARTS	164.28	
					SUBLET		
					FREIGHT	0.00	
					SALES TAX	10.27	
CUSTOMER'S SIGNATURE							
X					TOTAL	\$174.55	



Thank You!

Ferguson, Mark

From: Det. Jamie Chamberland
Sent: Monday, November 14, 2016 8:34 AM
To: Ferguson, Mark
Subject: RE: Request for Accident Report

Good morning Mark,

I don't have any records for Timothy Brundrette. I don't think there is a police report for that accident.

Respectfully,

Jamie

Detective Jamie L. Chamberland
Woonsocket Police Department
BCI Division
401-767-8827 (Desk)
401-766-8897 (Fax)

From: Ferguson, Mark
Sent: Monday, November 14, 2016 7:55 AM
To: Det. Jamie Chamberland
Subject: Request for Accident Report

Detective Chamberland:

I am not sure if I sent this request to you last week before the weekend. I am requesting an accident report that occurred in the Highway Garage that involved an employee, Timothy Brundrette. The accident happened around very early November. If there is an accident report, can you forward to my attention, so I can process this claim?

Thank,
Mark

Mark W. Ferguson
Personnel Director/HR Administrator
City of Woonsocket
169 Main Street
PO Box B
Woonsocket, RI 02895
P: 401.767.9284
F: 401.765.6333
E: mferguson@woonsocketri.org



16 CO 59

☎P-401-767-9201 F-401-766-9312

✉mmarcello@woonsocketri.org

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

November 21, 2016

Woonsocket City Council
169 Main Street
P.O. Box B
Woonsocket, RI 02895

RE: Claim for Property Damage of Stacey Murphy, 4 Buxton Street, North Smithfield

Dear Councilors:

This claim for property damage arises out of an incident that occurred on November 7, 2016. On that day, Mrs. Murphy backed her parked car from behind another car at the intersection of Poplar Street and Beacon Avenue. Her rear tire struck the base of an old street sign pole on an area behind her car causing a gash, which flattened the tire.

Mrs. Murphy put on a spare and proceeded to Town Fair Tire for a replacement. As her 2011 Nissan is an all-wheel drive vehicle, all four tires need to be replaced. She provided to the City a receipt for the tires, in the amount of \$551.79. I am seeking authorization to settle his claim after negotiation, up to \$551.79.

In the interim, if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael J. Marcello, Esq.
City Solicitor

MM/ps
Attachments

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

CITY OF WOONSOCKET
PROPERTY DAMAGE CLAIM FORM

1. Name: Spencey Murphy
2. Address: 4 Benton St W. Smithfield RI 02896
3. Telephone: Day: _____ Evening: _____ Cell: (401) 480-8584

4. Check the type of claim:

Automobile Accident: Pothole Damage: Other: Pipe in ground near Stop Sign that blew tire out

5. Below, explain the circumstances of the incident for which you are claiming property damage. Please include the date, time, and the exact location of the alleged incident.

Date: 11/7/16 Time: 1:30 PM Location: Corner of Poplar & Beacon Ave

At approx. 1:25 pm 11/7/16 I was parked on the Poplar Street in Woonsocket as I backed out & cut my wheel to back on to Beacon St. (its a 4 way stop) I backed over an old metal pipe that had not been removed but cut. I left in the ground about 1 foot from the stop sign my tire instantly went flat. when I went to inspect what had

6. What is the total amount of your claim against the City: \$ 551.79

7. Vehicle Year: 2011 Make: Nissan Model: Route

8. Property damage estimate(s) or receipt(s) must be submitted with this form in order to process your claim. Attach estimate(s) or receipt(s) to this form. List the total of the estimate(s) or receipt(s) and the name of the vendor. Indicate whether each amount listed relates to an estimate or receipt.

a. \$ 551.79 Vendor: Town Farm Tire ESTIMATE or RECEIPT

b. \$ _____ Vendor: _____ ESTIMATE or RECEIPT

c. \$ _____ Vendor: _____ ESTIMATE or RECEIPT

9. Is this the only claim you have ever submitted to the City? Yes

If "no," list all other claims you have submitted, including for each claim the date of submittal, the type of claim, the amount of the claim, and the final disposition of the claim.

happened I noticed not only the metal pipe
but also another piece of metal on the other side.
I would have driven forward but there was a car
parked directly in front of me. I was at Gladu
Donster buying Shutters for my house. There were
cars all parked in this ^(10.07) area, the side of the road.
~~was a car~~ I thought I would only have to
replace 1 tire but due to my car being all wheel
drive I was told by both town fair tire & Yandes
Family auto sales (where I purchased the car) that
I had to ~~replace~~ replace all 4 tires or it would
damage my all wheel drive.

Called 11/7 @ 1:35 to Report - advised her to
get police report. She went to WPD but there was a long
wait so she did not.

82 Wheeler Avenue, Cranston RI 02905
3rd floor

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

10. Do you have insurance on the damaged property? YES

a. If "yes," list the name, address, and telephone number of your insurance company and/or agent, and your insurance policy number. Attach a copy of the statement of applicable coverage for the damaged property.

1. Denny Mutual / A65-218-215032-40

b. Have you submitted a claim to your insurance carrier? NO If "yes," when _____

c. Does your insurance cover this claim? _____ If "no," attach a letter from your insurance carrier indicating the lack of coverage.

d. What is your deductible? \$ 500

e. Have you received any insurance proceeds for this incident? NO
If "yes," how much \$ _____

f. Has any vendor received any insurance payment on your behalf for this incident? NO
If "yes," how much \$ _____

11. List each City Department or agency you reported this incident to, the date you reported it, and the name of the person you spoke to. Attach each incident report to this form.

Agency/Dept: Public Works Date: 11/7/16 Employee: Lucretia Lambert

Agency/Dept: Law Dept Date: 11/7/16 Employee: Priscilla Steinhagen

Payment of your claim will require your signature on a form releasing the City from any further liability for the same incident.

I, the undersigned, do affirm the truthfulness and accuracy of the information above and that attached hereto in support of this claim against the City of Woonsocket for the property damage. I understand that I have an obligation to inform the City of any insurance payments made to me or to any vendor on my behalf for this incident.

Claimant: Stacy Murphy (Signature) Date: 11/14/16

STACY MURPHY
(Printed Name)

FOR OFFICE USE ONLY	
Date Received:	<u>11/16/16</u> <i>Called 11/7/16</i>
Letter to City Council:	
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Release Signed:	
Check Issued:	



TOWN FAIR TIRE CENTERS OF RHODE ISLAND LLC
 1495 DIAMOND HILL ROAD, WOONSOCKET, RI TEL (401) 769-7511

INVOICE

PHONE # (401) 480-8584

INVOICE NO. 15616-552

ACCOUNT # _____ P.O. # _____
 E-MAIL NO _____ CURRENT MILEAGE 78899 YEAR, MAKE, MODEL 11 NISSAN TR Rogue
 MR. STACEY MURPHY
 MRS. _____
 MS. _____ FC 732

ADDRESS 82 WHEELER AVE RI 02905
 CITY STATE ZIP PROVIDENCE DATE TIME 11/07/2016 14:50

QTY	SIZE	DESCRIPTION	IBM #	LIST	PRICE	AMOUNT
4	215/70R16H	CROSSWIND 4X4 HP	19620	126.00	109.00	436.00
4	90 DAY FRE	ROAD HAZARD GUARANTEE	00203	9.95	0.00	0.00
4	16" & 17"	COMPUTER BALANCING	00154	17.95	14.95	59.80
4	PREMIUM	VALVE STEM	00121	5.95	3.95	15.80
1	LIFETIME	FREE FLAT REPAIR	01258	29.95	0.00	0.00
1	LIFETIME	FREE ROTATION	01235	29.95	0.00	0.00
4		DISMOUNT + MOUNT	00197	10.95	0.00	0.00
1		30 DAY TEST DRIVE	13000	0.00	0.00	0.00
1	AFTER SALE	GUARANTEED LOWEST PRICE	13002	0.00	0.00	0.00
1		NATIONWIDE WARRANTY	13001	0.00	0.00	0.00
4	LIFETIME	SNOW TIRE CHANGEOVER	00195	39.95	0.00	0.00
4		TIRE REMOVAL SERVICE			2.00	8.00

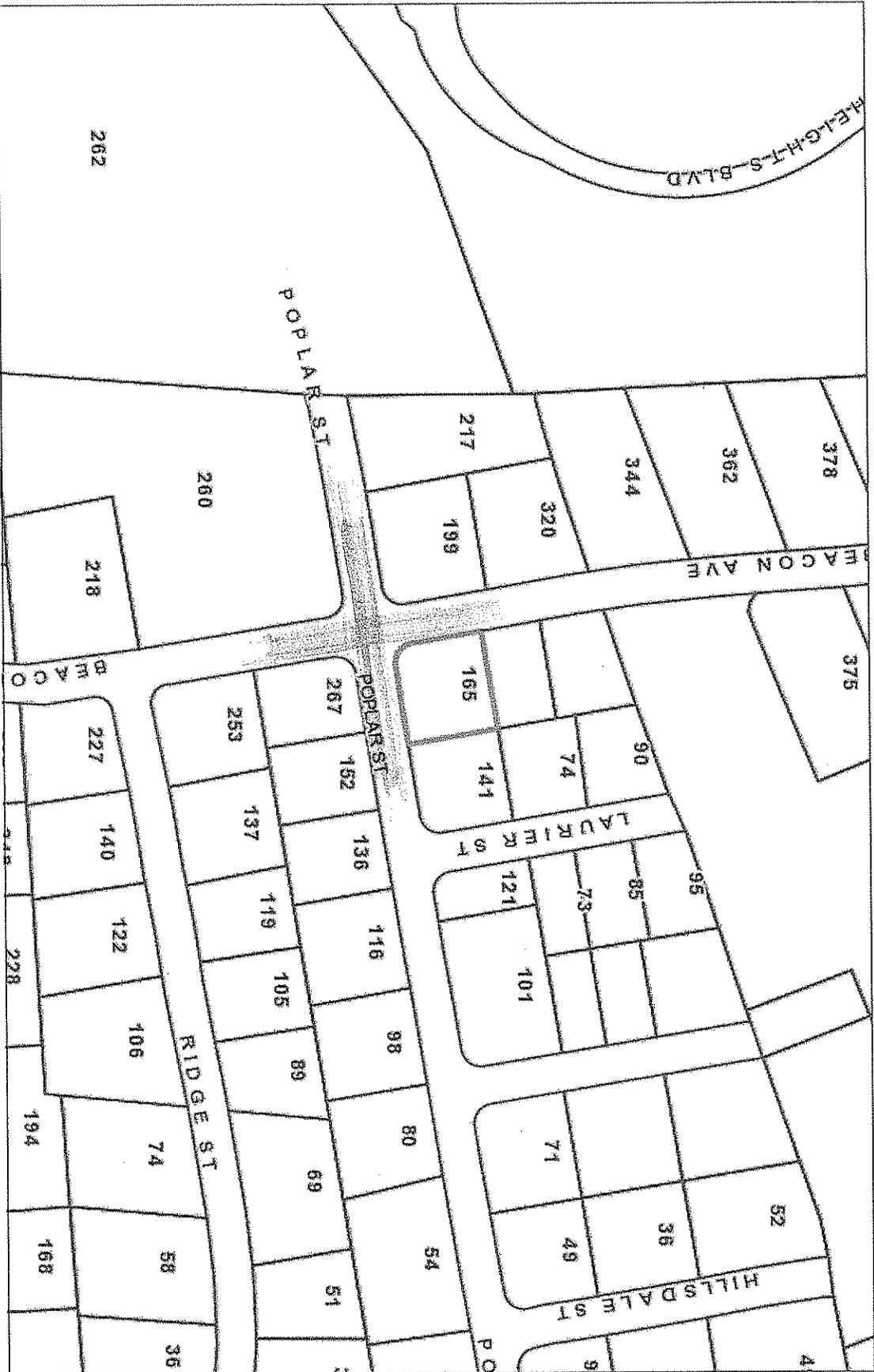
IBM#: 19620
 WORKMANSHIP: YES
 ROAD HAZARD: 90 DY
 MILEAGE W/O CARE: 20000
 MILEAGE WITH CARE: 50000

Explanation: TPMS 4 WORKS TOSS OLD	SUB-TOTAL	459.80
TORQUE: 80 PSI--FR:33 RR:33	RISALES TAX	32.19
SIGNATURE	NON-TAXABLE	59.80
	TOTAL	551.79

Telecheck 551.79 #173 DL# 8972990 ST RI DOB 092973

Attention Customer: We gave you the voluntary tire registration form. You must mail the form for the registration to be valid.

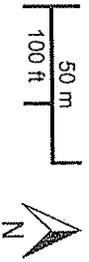
<p>SAFETY WARNING</p> <p>After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles.</p> <p>CUSTOMER INITIALS _____</p>	<p>COMMENTS - COMPLIMENTS - COMPLAINTS</p> <p>Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation, please call. It will be greatly appreciated.</p>	<p>Contact or Write CUSTOMER SERVICE TOWN FAIR TIRE 460 COE AVENUE EAST HAVEN, CT 06512 TELEPHONE (203) 467-8600 X 213 OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR OR VISIT OUR WEBSITE @ www.townfair.com</p>
	<p>STORE COPY</p>	



City of Woonsocket, Rhode Island
Selected Parcel: 165 POPLAR STREET ID: 48-231

Printed on 11/16/2016 from <http://www.mainstreetmaps.com/ri/woonsocket/public.asp>

This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The City of Woonsocket, Rhode Island and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.







LANDES FAMILY AUTO SALES

800 Washington St. Attleboro, MA 02703

PHONE: 508-761-7800 FAX: 508-761-7881

November 14, 2016

To whom it concerns:

We are writing on behalf of Stacey Murphy to whom we sold a 2011 Nissan Rogue AWD. When replacing tires on an AWD vehicle it is recommended to replace all four tires at the same time so as not to damage the transfer case. It is sensor driven and will react to even subtle differences in tire depth causing irreversible damage to said transfer case.

The following excerpt is from the Nissan Rogue owner's manual.

WARNING

- When changing or replacing tires, be sure all four tires are of the same type (i.e., Summer, All Season or Snow) and construction. A NISSAN dealer may be able to help you with information about tire type, size, speed rating and availability.
- Replacement tires may have a lower speed rating than the factory equipped tires, and may not match the potential maximum vehicle speed. Never exceed the maximum speed rating of the tire.
- Replacing tires with those not originally specified by NISSAN could affect the proper operation of the low tire pressure warning system.
- For additional information regarding tires, refer to "Important Tire Safety Information" (US) or "Tire Safety Information" (Canada) in the Warranty Information Booklet.

All-Wheel Drive (AWD) models

CAUTION

- Always use tires of the same type, size, brand, construction (bias, bias-belted or radial), and tread pattern on all four wheels. Failure to do so may result in a circumference difference between tires on the front and rear axles which will cause excessive tire wear and may damage the transmission, transfer case and differential gears.
- ONLY use spare tires specified for the AWD model.

If excessive tire wear is found, it is recommended that all four tires be replaced with tires of the same size, brand, construction and tread pattern.

The tire pressure and wheel alignment should also be checked and corrected as necessary.

Thank you.

A handwritten signature in black ink, appearing to read "Brent Landes", written over a horizontal line.

Brent Landes

Landes Family Auto Sales

800 Washington St.

Attleboro, MA 02703

RECEIPT FOR TAXES AND REGISTRATION FEES		GROSS WEIGHT 4185		STATE OF RHODE ISLAND DEPARTMENT OF REVENUE DIVISION OF MOTOR VEHICLES		BASE ANNUAL FEE 40.00		NOTICE: THE LAW REQUIRES THAT REGISTRY SHALL BE NOTIFIED WITHIN 10 DAYS OF ANY CHANGE IN NAME OR ADDRESS.	
REG. NO. FE 732 DATE 03.21.2016				PRIVATE PASS REGISTRATION CERTIFICATE					
TAXABLE SALE PRICE 12000.00		REGISTRATION NO. FE 732		PLATE TYPE 001		OWNER'S DRIVER LIC. NO. (IF INDIVIDUAL) 8972990		REGISTRATION VALID THROUGH LAST DAY OF AUGUST 2017	
AMOUNT OF TAX 840.00		OWNER STACEY A MURPHY		ADDRESS 4 BUXTON ST. N SMITHFIELD RI 02896		YEAR 2011		MAKE NISS	
INTEREST CHARGE						MODEL ROG		BODY TYPE SUV	
PENALTY CHARGE						COLOR BLACK			
TOTAL TAX DUE 840.00						VIN JNBAS5M12BW256498			
DOT/TECH SURCHARGE 31.50						RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)			
TRANSFER FEE									
VANITY/CHARITY FEE									
TITLE FEE 50.00									
PLATE/MARK DISP. FEE									
RENEWAL FEE									
REGISTRATION FEE 60.00									
TOTAL REGISTRATION FEE 141.50									
TOTAL FEES PAID \$981.50									

APPROVED RI DMV

Stacey A. Murphy

VALID ONLY WHEN DATED AND STAMPED WITH OFFICIAL STAMP

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

RENEWAL LICENSES

1ST CLASS VICTUALING

Coffee Connection, 100 Bernon Street
McDonald's, 1900 Diamond Hill Road

QUARTERLY ENTERTAINMENT

Back Street Sport Bar RI, 33 Arnold Street
Cercle Laurier, 175 E School Street
Cooky's Bar & Grill, 1689 Mendon Road
Cowboys, 350 River Street
HBA Amvets Club, 842 Social Street
Rick's Bar & Grill, 297 Cass Avenue

LIQUOR LICENSES FOR 2016-2017

CLASS A (9)

16 LC 34

Champs Liquors for Keyway, Inc.	Champs Liquors	481 Clinton Street
City Street Liquors, Inc.	City Street Liquors	61 Hamlet Avenue
Triple CCC, Inc.	Fairmount Liquors	300 Second Avenue
Jay Omkara Corporation	Minuteman Liquors	779 Park Avenue
J.B. Liquors, Inc.	J.B. Liquors	1117 Social Street
RI Liquors, Inc.	Pro's Liquors	266 Mendon Road
RJ's Hill Liquors, Inc.	Hill Liquors	820 Cumberland Hill Road
Kevin J. Thornton Ent., Inc.	Providence St. Liquors	800 Providence Street
W.T.T. Liquors, Inc.	Warehouse Liquors	373 North Main Street

CLASS B LIMITED (12)

Antonio's, Inc.	Original House of Pizza	1431 Diamond Hill Road
Chanthavong, Phone	Thai Garden	280 Main Street
Empire Buffet House, Inc.	Empire Buffet	876 Diamond Hill Road
Frenette, Diane	Castle Luncheonette	420 Social Street
G & F Pizza, Inc.	J & D Pizza	282-284 Mendon Road
GJL Pizza, Corp	Ronzio Woonsocket	375 Providence Street
Judith Beauchemin	Missy's Family Restaurant	801 Clinton Street
Mezzmerised, LLC.	The Mezz Pizzeria	800 Providence Street
Romek, Inc.	Park Ave Pizza	857 Park Avenue
Stalag 13, Inc.	Elm St Pizza	596 Elm Street
Woonsocket Palace Pizza, Inc.	Woonsocket Palace Pizza	85B Front Street
Ye Olde English, Inc.	Ye Olde English Fish & Chips	25 So Main Street

CLASS BV (25)

AAK, Inc.	Dollhouse RI	579 Front Street
Apple New England, LLC	Applebee's Neighborhood G & B	1855 Diamond Hill Road
Carmen Nunez	Back Street Sport Bar RI	33 Arnold Street
Chan's Fine Oriental Dining, Inc.	Chan's Fine Oriental Dining	267 Main Street
Charley's Place Inc.	Charley's Place	158 First Avenue
Chelo's of Woonsocket, Inc.	Chelo's Hometown Bar & Grille	490 Clinton Street
Cooky's Bar & Grille, Inc.	Cooky's Bar & Grill	1689 Mendon Road
Cowboys, LLC	Cowboys	350 River Street
DDL Restaurant, Inc.	Kay's Restaurant	1013 Cass Avenue
G.A.M. Investments, Inc.	Brews & Cues	42 Rathbun Street
Gaspar, Jose L. Enterprises, Inc.	Bocce Club	226 St. Louis Avenue
Inivas, Inc.	Ciro's Tavern on Cherry	42 Cherry Street
Jen-Rol, Inc.	Broaster House	263 Pond Street
Kimberly Lucceshi	Luc's Bar & Grill	541 River Street
Toyo Steakhouse, Inc	Toyo Steakhouse	401 Clinton Street
Lee Brothers, Inc.	Ho Kong Restaurant	366 Cumberland Hill Road
M.A.A., Inc.	Michael's	493 Elm Street
Monument Tavern, Inc.	Boilermakers	81 Allen Street
New China Super Buffet, Inc	New China Super Buffet	2000 Diamond Hill Road
PVMK Food Enterprises. LTD	Olly's Pizzeria	204 South Main Street
Rick's Bar & Grill, Inc	Rick's Bar & Grill	297 Cass Avenue

Savini's Family Restaurant, Inc.	Savini's Family Restaurant	476 Rathbun Street
The Pub, Inc.	Our Pad	446 River Street
The River Falls Complex Inc.	River Falls Complex	74 South Main Street
Thomas Bouckaert	Aly's Pub	80 River Street

CLASS BV WITH 2 AM (1)

Woonsocket Bowling Center, LLC Woon Bowl/ Back Alley Pub 1666 Diamond Hill Road

CLASS C (1)

James Court Street Pub, Inc.	James Court St Pub	132 Court Street
------------------------------	--------------------	------------------

CLASS D (10)

Belhumeur-Duhamel Veteran's Assoc, Inc.	Post #62	19 Arnold Street
Cercle Laurier, Inc.	Cercle Laurier	165 East School Street
Club Lafayette of Woonsocket, Inc.	Club Lafayette	289 Aylsworth Avenue
Fairmount Post #85, The American Legion	A L Post #85	870 River Street
Harnois-Barnabe-Arel Amvets Club, Inc.	HBA Amvets Club	842 Social Street
Italian Workingmen's Club, Inc.	IWC	947 Diamond Hill Road
Le Club Par-X, Inc.	Le Club Par-X	36 Stanley Avenue
St. Joseph Veterans Association	Joseph Veterans Assoc.	99 Louise Street
Tyra Club	Tyra Club	119 West Street
Woonsocket Lodge of Elks #850 B.P.O.E.	Elks Lodge 850	380 Social Street

CLASS T (1)

Stadium Theatre Foundation, Inc.	28 Monument Square
----------------------------------	--------------------

New

LIQUOR LICENSE APPLICATION

16 LC 35

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895

DATE: 10-28-16

ADVERTISING FEE: \$225.00 ✓

LICENSE FEE: \$

Brick House Club
Brickhouse Club & Pub, LLC.
Name of Corporation or Individual)

d/b/a, if any) Brick House Pub
2120 Diamond Hill Rd Woonsocket, RI respectfully prays
Location of Establishment)

To hold a CLASS BV LIQUOR LICENSE to expire on DECEMBER 1, 2017.

✓ Phone Number: 310 927 9814 ✓ Mail License to: Brickhouse Club + Pub
2120 Diamond Hill Rd

Deborah's cell: 996-1196

MUST APPEAR IN CITY COUNCIL ON: 11/21, 2016
_____, 20

Deborah Hutton
Signature of Applicant
DEBORAH HUTTON
Print Name

*****office use only - do not write below this line*****

In City Council

In City Council
November 21, 2016

Read and ordered advertised.

Petition

Date Paid: 10/28/16
CK# 109 \$ 225.00

Date Issued: _____

SENT TO TAX ASSESSOR: _____

Board of License Commissioners

Application For License By Corporation

RETAILER CLASS:

A__ BH__ BM__ BT__ BV BL__ C__ D__ DL__ E__ J__ T__ (2:00 a.m.__)

Name of Applicant (Corporation Name) Brickhows CHD + PJS LLC

D/B/A: " "

Address of Premise: 2120 Diamond Hill Rd Woonsocket RI 02895

Incorporated in what State? R.I Date of Incorporation: 10-28-16

Name, Address and Telephone Number of all Officers:

President: Deborah Hutton 64 Columbus Ave W. Providence 310 527 9814 029

Vice President: _____

Secretary: _____

Treasurer: _____

Name and Addresses of all Directors or Board Members:

" "

Classes of Stock:

(a) Amount of Each Authorized: 1000 shares

(b) Amount of Each Issued: 1.00

Names and Addresses of all Registered Owners of each class and amount owned: (attach list if necessary)
Deborah Hutton 64 Columbus Ave W. Providence RI 02911

If any of the above stock is hypothecated or pledged provide details: N/A

If application is in behalf of undisclosed principal or party in interest, give details: N/A

Does applicant own premises? Yes__ No Is property mortgaged? Yes No Is property leased? Yes No__

Give name and address of Mortgagee or Lessee and amount of extent:
J.J Tomos 10 Briann Dr Merrimack N.H 03054

Have any Officers, Board Members or Stockholders ever been arrested or convicted of a crime?

YES _____ NO If YES explain: _____

Is any other business to be carried on in Licensed Premises?

YES _____ NO If YES explain: _____

Is any Officer, board Member or Stockholder engaged in any manner as a Law Enforcement Officer?

If YES explain: no

Is Applicant or any of its officers, Board Members or Stockholders interested directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Chapter 3-7 of the General Laws of Rhode Island, 1956, as amended?

If YES explain: no

Is Applicant the owner or operator of any other business? If YES explain: yes Lifostar Amulance

State amount of capital in the business. 100,000

Does applicant have draft system? YES _____ NO

I hereby certify that the above statements are true to the best of my knowledge and belief.

Applicants Signature

Date

Witness of Licensing Board or Notary Public

Date of Witness or Notary Expiration

Instructions for Corporation Applicants

1. Every question on Application Form must be answered. Any false statement made by the applicant will be sufficient ground for the denial of the application or the revocation of the license in case one has been granted.
2. Corporations having 25 or more stockholders need not file a list of the names and addresses of stockholders.
3. Attention is called to the requirements of the 1963 amendment of Section 3-5-10 of the General Laws.
 - (a) All newly elected officers or directors must be reported to the Board of License Commissioners within 30 days.
 - (b) Any acquisition by any person of more than ten percent (10%) of any class of corporate stock must be reported within 30 days.
 - (c) Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.
4. Submit with this application a copy of proposed menu. (Class BV; BL)
5. Submit with this application a copy of Pharmacist's Department of Health License. (Class E)

Duarte, Chris

From: fagnantsimpactsportswear@cox.net
Sent: Tuesday, November 15, 2016 5:35 PM
To: Duarte, Chris
Subject: [SPAM] COUNCIL MEETING

Importance: Low

NOVEMBER 15, 2016

CITY CLERK DUARTE; I RICHARD J FAGNANT CITY COUNCILMAN ELECT, AM REQUESTING THAT I BE PUT ON THE CITY COUNCIL DOCKET FOR MONDAY NOVEMBER 21, 2016. MY SUBJECT WILL BE THE WORKINGS OF THE WOONSOCKET ZONING BOARD OF REVIEW AND HOW BEST TO IMPROVE IT'S WORKINGS FOR ALL PARTIES INVOLVED.

YOURS RESPECTFULLY

**RICHARD J. FAGNANT
COUNCILMAN ELECT**



**CITY OF WOONSOCKET, RHODE ISLAND
CITY COUNCIL**

Legislative Department

Garrett S. Mancieri

Councilman

Christina Duarte
City Clerk
City of Woonsocket
169 Main Street
Woonsocket, RI 02895

Madame Clerk,

Please include this communication at the next City Council meeting on November 21st, 2016 under section 10 for communications and petitions. I will be discussing the following items:

1. Status of recommendation on proposals for former middle school at Park Place.
2. Update on sign for Susan D. Menard Middle School Complex.
3. Update on vacant positions available and advertising strategy.

Thank you,

Garrett S. Mancieri
City Council



CITY OF WOONSOCKET
RHODE ISLAND

LEGISLATIVE DEPARTMENT
COUNCILMAN
DANIEL M. GENDRON

RES. (401) 769-4458
EMAIL: dangendron1@verizon.net

November 16, 2016

City of Woonsocket
Attention: Ms. Christina Duarte – City Clerk
169 Main Street
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

RE: Agenda Items for November 21, 2016 Council Meeting

Dear Madam Clerk,

Please include this letter in the November 21, 2016 City Council meeting agenda and docket under Section 10, Communications and Petitions, as I would like to discuss the below noted items at the meeting.

As such, please list each of the below items as individual agenda items for discussion under Section 10 of the Agenda:

1. Tax Abatements

Thank you,

A handwritten signature in black ink, appearing to read "Daniel M. Gendron", is written over a horizontal line.

Daniel M. Gendron



*City of Woonsocket
Rhode Island*

CITY CLERK
P.O. BOX B
169 MAIN STREET
401-762-6400
FAX: 401-765-0022

LEGISLATIVE DEPARTMENT
CITY COUNCIL
CITY CLERK
PROBATE COURT

Albert G. Brien, Vice President
Woonsocket City Council

November 17, 2016

Ms. Christina Harmon-Duarte
City Clerk
City of Woonsocket
City Hall – 169 Main Street
P.O. Box B
Woonsocket, Rhode Island 02895

Re: November 21, 2016 City Council Meeting

Dear Madame Clerk,

I respectfully request that the following items be listed on the agenda of the above referenced City Council meeting under Section 10, Communications and Petitions:

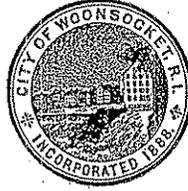
1. Inauguration.
2. North Smithfield Wastewater Inter-jurisdictional Agreement.
3. Blackstone Wastewater Inter-jurisdictional Agreement.
4. Glen Hebert, ET AL v. The City of Woonsocket.
5. Property Tax Appeals.
6. Water Treatment Plant project.
7. Wastewater Treatment Plant upgrades.

Respectfully,

Albert G. Brien, Vice President
Woonsocket City Council

/agb

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**GRANTING EASEMENT TO THE NARRAGANETT ELECTRIC
COMPANY AND VERIZON NEW ENGLAND, INC.**

- WHEREAS,** the City of Woonsocket is the owner of property on the southerly side of Diamond Hill Road in the City of Woonsocket, also known as Woonsocket Tax Assessor's Map 46, Lot 192; and
- WHEREAS,** Narragansett Electric Company and Verizon New England, Inc., (hereinafter known as "*the Utility Companies*") have requested an easement in and over the City's property for the purpose of constructing, operating and maintaining an overhead distribution system ("*Distribution System*") for the distribution of electric current and for telephone use; and
- WHEREAS,** the City of Woonsocket is disposed to the granting of such easements as requested by the Utility Companies.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** The City of Woonsocket hereby grants to the Utility Companies the easement described in Exhibit A attached hereto.
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
City Council President
By Request of the Administration

IN CITY COUNCIL November 7, 2016 - Read by title and passed for the first time.

GRANT OF EASEMENT

CITY OF WOONSOCKET, a municipal corporation of the State of Rhode Island with a usual place of business at 169 Main Street, Woonsocket, Rhode Island 02895 ("Grantor"), for consideration of One Dollar (\$1.00), grants to **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation having a principal place of business at 280 Melrose Street, Providence, Rhode Island 02907, and **VERIZON NEW ENGLAND INC.**, a corporation organized and existing under the laws of New York and duly authorized to do business in said State of Rhode Island, with a principal place of business of at 185 Franklin Street, Boston, Massachusetts ("Grantees"), their successors and assigns, with Quitclaim Covenants, a perpetual right and easement as described in Section 1 below ("Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below ("Grantor's Land").

Section 1 – Description of Easement

The "Easement" granted by the Grantor to the Grantees consists of the perpetual right and easement:

a) To install, construct, reconstruct, repair, replace, add to, maintain and operate an overhead distribution system ("Distribution System") for the distribution of electric current and for telephone use, which Distribution System includes four (4) poles with the necessary wires, cables, anchors, guys, equipment and appurtenances attached thereto, over, across and upon the Grantor's land, as may from time to time be required for the purpose of supplying electric and telephone service to the Grantor's Land and land of others adjoining the Grantor's Land;

b) To clear and keep cleared from time to time the portions of the Grantor's Land wherein the Distribution System is located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces as may in the opinion and judgment of the Grantees, their successors and assigns, interfere with the safe and proper operation of the Distribution System;

c) To make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System. But the Grantees shall properly back fill any excavation and restore the surface of the Grantor's Land in as good condition as before the excavation was made; and

d) To pass over and across the Grantor's Land as reasonable and necessary for all the purposes described in this Section.

Section 2 – Description of Grantor's Land

The "Grantor's Land" consists of land situated on the southerly side of Diamond Hill Road in the City of Woonsocket, County of Providence, State of Rhode Island, designated as Lot 192, Woonsocket Tax Assessor's May 46, being that certain tract or parcel of land conveyed to

the Grantor by deed from Jeanette L. Parent duly recorded with the Records of Land Evidence in Woonsocket on March 11, 1960, in Book 312, Page 332.

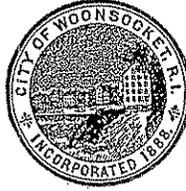
Section 3 – Location of the Distribution System

The “Distribution System” shall extend in a general southerly direction from an existing pole P88, which is located on the northerly side of Diamond Hill Road, to poles P88-1, P88-4, P88-5 and P88-6, which are located within certain portions of Grantor’s Land. Said Distribution System shall be located in a location mutually satisfactory to the Grantor and to the Grantees and such location shall become established by and upon the installation thereof by the Grantees. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantees, for themselves, their successors and assigns, that this Grant of Easement and the location of the Distribution System may not be changed or modified without the written consent of the Grantees, their successors and assigns, which consent may be withheld by the Grantees in their sole discretion.

Section 4 – Distribution System Ownership

It is agreed that the Distribution System shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns shall pay all taxes assessed thereon.

City of Woonsocket Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

AUTHORIZING ACCEPTANCE OF A WATER MAIN and SEWER MAIN and STORM DRAIN

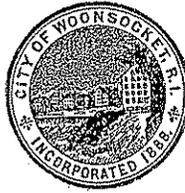
- WHEREAS,** as part of an approved subdivision, the owner of the subdivision and utilities, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes to release all rights, titles and interest in the water main, sewer main and storm drainage in and to, upon, over, across and under land on the real estate located in the City of Woonsocket on Tax Assessor's Map G6 Lots 45-1, 45-2, 45-5, 45-6 and 45-29, also known as subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106; and
- WHEREAS,** accepting said water main, sewer main and storm drainage would be in the best interest of the City of Woonsocket; and
- WHEREAS,** the utilities are already in use by area residents; and
- WHEREAS,** the City of Woonsocket, Department of Public Works, and Engineering Division has inspected, tested and approved the installed water main, sewer main and storm drainage.

IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET AS FOLLOWS:

- SECTION 1.** The City Council hereby authorizes the City of Woonsocket to accept ownership of the water main, sewer main and drainage line within the subdivision know as Oak Grove Extension Phase I, Woonsocket.
- SECTION 2.** As the owner of said water main, sewer main and storm drainage line the City of Woonsocket will maintain, clean, inspect, and repair said line as needed.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

AUTHORIZING ACCEPTANCE OF PUBLIC LAND

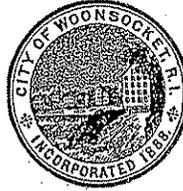
- WHEREAS,** as part of an approved subdivision plat, the owner, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes dedicate Map G6 Lot 45-91 and land noted as Louise Street, Danielle Drive, Vivian Street and Fieldside Drive set forth in, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106 to the City as Public Land; and
- WHEREAS,** there are presently homes along this roadway utilizing the roads for property access; and
- WHEREAS,** the City presently maintains, plows and removes refuse on these roadways; and
- WHEREAS,** accepting said roadways and Map G6 Lot 45-91 as Public Land would be in the best interest of the City of Woonsocket.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** That the City of Woonsocket is hereby authorized to accept as Public Land the property denoted as Map G6 Lot 45-91 along with Louise Street, Danielle Drive, Vivian Street and Fieldside Drive set forth in "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106.
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

AUTHORIZATION TO DECLARE A PUBLIC HIGHWAY

WHEREAS, as part of an approved subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106, the owner, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes the City to declare the roadways as a Public Highway (Exhibit A); and

WHEREAS, declaring the roadways as a Public Highway would be in the best interest of the City of Woonsocket.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** That the City of Woonsocket is hereby authorized to declare as a Public Highway the streets depicted in subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1" (Exhibit B).
- SECTION 2.** As the owner of said Public Highways, the City of Woonsocket will maintain, clean, inspect, and repair said roadways as needed.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

IN CITY COUNCIL November 7, 2016 - Read by title and passed for the first time.

Exhibit A

EARL R Marsh PROPERTIES LLC
9 COOK ROAD
CUMBERLAND, RI 02864

JULY 10, 2016

Woonsocket Director of Public Works
City Hall
Main St.
Woonsocket, RI

RE: Release of Bond Oak Grove Extention Phase 1

Dear Sir:

We are developers of the above mentioned subdivision and have completed the roads and infrastructure including water mains, drainage, sewer, and open space over a year ago. We hereby request that you accept this subdivision as part of the Woonsocket road system.

Sincerely,

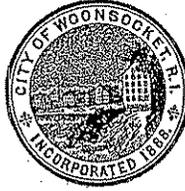
Earl R. Marsh

Earl R. Marsh Member

Witness my hands

Fatima M. Rodrigues
FATIMA M. RODRIGUES
MCE 1/14/18

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 14 ENTITLED, "MISCELLANEOUS
OFFENSES AND PROVISIONS" OF THE CODE OF ORDINANCES,
CITY OF WOONSOCKET

- WHEREAS,** the City of Woonsocket has been named in a lawsuit regarding the arrest and treatment of an individual who was hearing impaired; and
- WHEREAS,** part of the lawsuit alleges that a part of the City Ordinance which defines Disorderly Conduct is unconstitutional as it infringes on a person's right to free speech; and
- WHEREAS,** the Law Department has determined that it would be in the best interest of the City to amend the Ordinance to strike the unconstitutional provision as part of the settlement of this claim.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** That Section 14-1 entitled, "Disorderly conduct and indecency" of Chapter 14 entitled, "Miscellaneous Offenses and Provisions" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:
- ~~(k)~~ Uses abusive or obscene language or makes an obscene gesture;
- ~~(j)~~ ~~(k)~~ Uses violent and forceful behavior at any time in or near a public place, such that there is a clear and present danger that free movement of other persons will be arrested or restrained, or other persons will be incapacitated in the lawful exercise of business or amusement;
- ~~(m)~~ ~~(l)~~ Disturbs the peace of others by violent, offense or boisterous conduct or language which said conduct or language was calculated to cause anguish or injury to another;
- ~~(n)~~ ~~(m)~~ Roughly crowds or pushes any person in any public place;
- ~~(o)~~ ~~(n)~~ Throws any stone, snowball, or any other missile upon or at any person, vehicle, building, tree, sign or other public or private property;
- ~~(p)~~ ~~(o)~~ Wantonly makes a false alarm with reference to the request of fire fighting apparatus or cries fire in any public place for the sole purpose of causing turmoil;

~~(p)~~ (p) Prowls or wanders upon the private property of another, peeks in the door or window of any inhabited building or structure located thereon without visible or lawful business with the owner or occupant thereof;

~~(q)~~ (q) Maliciously interrupts the speaker of any lawful assembly or impairs the lawful rights of others to participate effectively in such assembly or meeting when such conduct is calculated to provoke or tend to cause turmoil or disturbance;

~~(r)~~ (r) Acts in a manner which tends to cause or provoke a disturbance near any public building wherein matters affecting the public are being considered or deliberated, designed or having the effect and said conduct interferes with the said public matters;

~~(s)~~ (s) Frequents any public place with intent to obtain money from other persons by illegal and fraudulent schemes, tricks, artifices or devices;

~~(t)~~ (t) Displays any deadly weapon in a public place in a manner which is calculated to alarm or frighten other persons present;

~~(u)~~ (u) Stands or wanders in or near any public highway, street, alley or thoroughfare in the City, or any public or private place therein, and attempts to engage passersby in conversation, or stops or attempts to stop motor vehicles, for the purpose of prostitution or other indecent act, or to patronize or induce or otherwise secure a person to commit any such act;

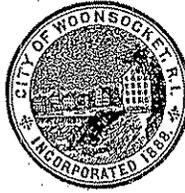
~~(v)~~ (v) While an operator or passenger in a motor vehicle to stop, or attempt to stop another vehicle or pedestrian, or to engage or attempt to engage persons in another vehicle or pedestrians in conversation, for the purposes of prostitution or other indecent act, or to patronize, induce or otherwise secure another person to commit any such act.

SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

IN CITY COUNCIL November 7, 2016 - Read by title and passed for the first time.

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT
WITH T-Mobile Northeast LLC FOR THE WATER TOWER LOCATED AT
2331 DIAMOND HILL ROAD**

- WHEREAS,** the City of Woonsocket previously entered into a lease with Omnipoint Communications, MB Operations LLC on or about May 20, 1998 for the purpose of communications and antennas; and
- WHEREAS,** since the execution of the lease, T-Mobile has become the successor of this original lease, and wishes to renew it; and
- WHEREAS,** the financial terms of the proposed First Amendment to the PCS Lease are substantially similar to terms previously approved by the City Council for other water tower leases.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** The Mayor is hereby authorized to execute the attached First Amendment to PCS Lease as set forth in Exhibit A.
- SECTION 2.** The Law Department is hereby authorized to take all necessary steps to perfect the lease and to ensure its full compliance.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
City Council President
By Request of the Administration

FIRST AMENDMENT TO PCS LEASE

This FIRST Amendment (the "Amendment") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between City of Woonsocket ("Owner") and T-Mobile Northeast LLC, a Delaware limited liability company, as successor in interest to Omnipoint Communications MB Operations, LLC ("Tenant") (collectively, the "Parties").

Owner and Tenant (or their predecessors-in-interest) entered into that certain PCS Lease dated May 20, 1998, (the "PCS Lease") regarding Owner's leased area ("Premises") located at 2331 Diamond Hill Road, Woonsocket, RI 02895 (the "Property"). This Amendment together with the PCS Lease shall collectively be known as the "Agreement".

NOW, for good and valuable consideration, Owner and Tenant agree as follows:

1. The PCS Lease is in full force and effect and neither Owner nor Tenant is in breach under the terms of the PCS Lease.
2. At the expiration of the PCS Lease, the Term of the PCS Lease will automatically be extended for five (5) additional and successive five (5) year terms (each a "Renewal Term"), provided, that Tenant may elect not to renew by providing Owner thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, rental payments shall commence and be due at a total annual rental of Thirty Thousand Dollars and No Cents (\$30,000.00), which amount shall increase by three percent (3%) on the anniversary of the Effective Date, to be paid in equal monthly installments to Owner ("Rent") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
 T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: Lease Compliance/4FR7445A

If to Owner, to:
 City of Woonsocket
 169 Main Street
 Woonsocket, RI 02895
 Attention: Mayor

City of Woonsocket
169 Main Street
Woonsocket, RI 02895
Attention: City Solicitor

- 5. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
- 6. To the extent any provision contained in this Amendment conflicts with the terms of the PCS Lease, the terms and provisions of this Amendment shall control.
- 7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the parties to the same extent as originals.
- 8. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

IN WITNESS, the parties execute this Amendment as of the Effective Date.

Owner:

City of Woonsocket

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____

T-Mobile Legal Approval

**City of Woonsocket
Rhode Island**



October 3, 2016

Ordinance

Chapter

**In Amendment of the Code of Ordinances, City of Woonsocket,
R. I. Appendix C, Entitled "Zoning" Fencing Permits**

WHEREAS, the Department of Planning and Development staff has recommended a change to the present Zoning Ordinance of the City of Woonsocket; and

WHEREAS, the implementation of such a change will provide for more clarification and public understanding of the zoning requirements.

WHEREAS, the Planning Board of the City of Woonsocket, Rhode Island, has recommended approval of such amendment to the Zoning Ordinance of the City of Woonsocket as being consistent with the Comprehensive Plan of the City of Woonsocket, Rhode Island, As amended.

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

SECTION 1. The Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" is hereby amended as follows:

Section 6.2 Screening and Fencing is amended by adding thereto the following provision:

Section 6.2-6 Permit required: Any screening or fencing constructed under the provisions of this section shall require application for and the issuance of a permit from the office of the building & zoning officials in a form to be determined by that office. The cost of such permit in all cases shall be fifty dollars and no cents (\$50.00).

SECTION 2. The City Council scheduled and held a public hearing to consider this ordinance within sixty-five (65) days of receipt, and has given notice of said hearing by publication in the *Woonsocket CALL* at least once each week for three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice was published as a display advertisement, using a type size at least as large as the normal type size used by the newspaper in its news articles, and that such notice:

- (1) Specified the place of said public hearing and the date and time of its commencement;
- (2) Indicated that amendment(s) of the comprehensive plan and of the zoning ordinance, or part thereof, were under consideration;
- (3) Contained a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (4) Included one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (5) Advised those interested where and when a copy of the matter under consideration could be obtained or examined and copies; and
- (6) Stated that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. And that any such alterations or amendments must be presented for comment in the course of said hearing.

SECTION 3. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 2 above was be sent by the City Clerk to the Associate Director of the Division of Planning of the Rhode Island Department of Administration.

SECTION 4. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 2 was sent by the City Clerk by first class mail to the city or town council of any city or town to which one (I) of the following applies:

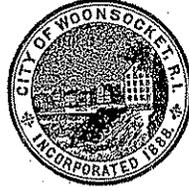
- (1) Any portion of the city or town is located within two hundred (200) feet of the perimeter of the area proposed for change; and/or
- (2) There is a public or quasi-public water source, or private water source that is used or is suitable for use as a public water source, within two thousand (2,000) feet of any real property that is the subject of a proposed zoning change, regardless of municipal boundaries.

SECTION 5. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above was sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company that has riparian rights to a surface water source and/or surface watershed that is used or is suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of a proposed zoning change, provided however, that the governing body of any state or municipal water department or agency has filed with the Building Inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

SECTION 6. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the immediately following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith me hereby repealed.

Robert R. Moreau, President
by request of the Administration

City of Woonsocket
Rhode Island



November 21, A.D. 2016

Ordinance

Chapter

**AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT
WITH HOLY CROSS INDEPENDENT CHRISTIAN COUNSELING ASSEMBLY
FOR THE FORMER GUARD HOUSE LOCATED AT 134 HAMLET AVENUE**

- WHEREAS,** the City of Woonsocket is desirous to lease the former guard house building at 134 Hamlet Avenue; and
- WHEREAS,** the Planning Department advertised for proposed lessees with one respondent, Holy Cross Independent Christian Counseling Assembly; and
- WHEREAS,** the City and Holy Cross Independent Christian Counseling Assembly have agreed to the terms and conditions in the attached Lease Agreement (Exhibit A).

**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** The Mayor, or her designee, is hereby authorized to execute the attached Lease Agreement with Holy Cross Independent Christian Counseling Assembly.
- SECTION 2.** The Law Department is hereby authorized to take all necessary steps to perfect the lease and to ensure its full compliance.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
City Council President
By Request of the Administration

LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of _____, 2016, by the City of Woonsocket, mailing address 169 Main Street, P.O. Box B, Woonsocket, Rhode Island 02895, (hereinafter called "Landlord") and Holy Cross Independent Christian Counseling Assembly of 83 Summer Street, Woonsocket, Rhode Island 02895 (hereinafter called "Tenant").

PREMISES, TERM & USE: Landlord for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Tenant that certain premises known as the Former Guard House, having an address of 134 Hamlet Avenue, Woonsocket, Rhode Island, also identified as Assessor's Plat 27, Lot 172 (the "Building" also hereinafter referred to as the "Leased Premises

A. The term of this Lease shall be for 12 months, commencing _____ and ending on the last day of _____, 20____, thereafter renewed annually, subject to approval of both parties.

B. The Leased Premises shall be used and occupied only for the purpose of providing counseling services to adolescents

RENT: Tenant agrees to pay as rental for the Leased Premises the monthly rent of Seven Hundred and Seventy-Five Dollars (\$775.00) payable on or before the 1st of each month.

SUBORDINATION: Tenant agrees that its rights under this Lease are subordinated to any mortgage or other instrument of security placed upon the Leased Premises by Landlord; provided, however, that the holder of such instrument enters into an agreement with Tenant and the successors and assigns thereof in which such holder agrees not to disturb the possession and other rights of Tenant under this Lease so long as Tenant continued to perform its obligations hereunder, and, in the event of acquisition of title by such holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Leased Premises under the terms and conditions of this Lease and to perform the Landlord's obligations hereunder. Tenant agrees to recognize such holder or any other person or entity acquiring title to the Leased Premises as landlord.

REPAIRS AND MAINTENANCE: Landlord agrees, at its expense, to keep the roof, foundations, fire alarm and suppression systems, plumbing and electrical, heating and cooling equipment and facilities, structural system and masonry walls of the Leased Premises in good condition and repair, but Landlord shall not be liable to Tenant for any damage caused by the same being or becoming out of repair until it has had reasonable opportunity to have same repaired after being notified, in writing, of the need of same by Tenant; provided that the damage thereto shall not have been caused by the negligence or intentional act of Tenant, its agents, employees invitees or contractors, in which case Tenant would be responsible therefore and promptly make all such repairs.

Tenant shall notify Landlord of all water leakages or other conditions requiring building repair. Unless caused by negligence of Landlord or Landlord's failure to repair, Landlord shall not be liable to tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Leased Premises caused by water leakage or other conditions arising under this clause.

Tenant accepts the Leased Premises in its "AS-IS" condition and agrees, at Tenant's expense, to keep all other parts of the Leased Premises in good order. The Leased Premises shall be kept clean, sanitary and safe at all times. Tenant shall also keep the Leased Premises free and clear of rubbish, debris and litter. Tenant shall keep all rubbish in covered containers and cause the same to be removed regularly in order to maintain the Leased Premises in an acceptably clean and odor free condition.

HEALTH AND BUILDING CODES: Tenant must adhere to Rhode Island state health, fire, ADA and building codes at all times.

SIDEWALKS AND PARKING LOT: Tenant agrees to maintain safe, clear and clean walkways and parking areas at all times. This includes snow and ice removal, application of salt, removal of garbage and general sweeping.

SIGNAGE: Tenant agrees to maintain signage for the Holy Cross Independent Christian Counseling Assembly that is approved by the Landlord. All signage must be in compliance with all applicable laws, ordinances and regulations.

ALTERATIONS: Tenant shall not make any structural alterations in any portion of the Leased Premises, nor any alterations to the exterior of the Leased Premises, nor any major interior alterations without, in each instance, first obtaining the written consent of the Landlord. All alterations, additions, improvements, and Tenant's work provided for herein, shall become, upon completion, the property of Landlord, subject to the terms of this Lease. This includes any and all built-in additions and equipment. If any alterations are made to the bathrooms, hallways, or entryways, they must be updated to handicapped accessibility. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Leased Premises for labor and materials furnished to the Tenant or claimed to have been furnished to the Tenant in connection with work, of any character performed, or claimed to have been performed, at the direction of the Tenant and shall cause any such lien to be released of record forthwith.

UTILITIES: Tenant shall pay directly, as and when the same becomes due and payable, all charges for utilities or service, including, without limitation, electricity, gas, refuse collection, and fuel used or consumed upon the Leased Premises. All charges shall be solely the obligation of the Tenant.

WATER, SEWER AND PROPERTY TAXES: Landlord shall be responsible for water, sewer disposal and property taxes.

COMPLIANCE WITH LAWS: The Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or any municipal ordinance. Tenant will promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities or any national or local Board of Fire Insurance Underwriters affecting the Leased Premises or the Tenant's use thereof (including laws, ordinances, and orders, rules and regulations applicable to the use, storage and disposal of hazardous materials).

FIRE INSURANCE: The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

ASSIGNMENT-SUBLEASING: The Tenant shall not assign or sublet the whole or any part of the Leased Premises during the time of this leasehold.

INDEMNIFICATION: Excluding gross negligence or willful misconduct on the part of the indemnitee (Landlord), Tenant shall and will indemnify and save harmless Landlord and its agents, officers, and employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action, of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management, or control of the Leased Premises and/or Tenant's operations or activities in the Building. This obligation to indemnify shall include the retention of reasonable legal counsel and investigation costs and other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

LANDLORD'S ACCESS: The Landlord or agents of the Landlord may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises, a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation. In addition, the Landlord or agents thereof must be provided with functional keys at all times. Entrances are not be blocked or obscured at any time.

TENANT'S LIABILITY INSURANCE: The Tenant shall maintain with respect to the Leased Premises and the property, of which the Leased Premises are a part, comprehensive public liability insurance in the amount of \$1,000,000.00/\$2,000,000.00 with property damage insurance in limits of \$25,000.00 in responsible companies qualified to do business in Rhode

Island and in good standing therein insuring the Landlord, as well as the Tenant, against injury to persons or damage to property as provided. Tenant shall name Landlord as an additional insured on said insurance policy. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial portion of the Leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Tenant may elect to terminate this Lease, if: a) the Landlord fails to give notice within thirty (30) days of intention to restore the Leased premises; b) the Landlord fails to restore the Leased Premises to a condition substantially suitable for its intended use within ninety (90) days of said fire, casualty or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Tenant may have for damage or injury to the Leased Premises, for any taking by eminent domain, except for damage to Tenant's fixtures, property, or equipment.

DEFAULT AND BANKRUPTCY: In the event that: a) Tenant defaults in the payment of any installment of rent, additional rent or other sum herein specified and such default continues for ten (10) days after the same shall be due, after written notice is given to the tenant or; b) Tenant defaults in the observance or performance of any of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days after written notice thereof, or; c) Tenant declares bankruptcy or insolvency according to law, or, if any assignment is made of Tenant's property for the benefit of creditors; or d) if any judgment against the Tenant is not satisfied within thirty (30) days; or e) if the Tenant is dissolved or dies; or f) if the Tenant vacates the Leased Premises for thirty (30) consecutive days, then the Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the Tenant's effects, without prejudice of any remedies which might be otherwise used for arrears of rent or other default. The Tenant shall indemnify the Landlord against all loss of rent and other payments, which the Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys fees, in initiating, prosecuting or defending

any action or proceeding, such sums paid or obligations insured, with interest at the rate of six (6%) percent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

NOTICE: Any notice from the Landlord to the Tenant relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased premises addressed to the Tenant, or, if mailed to the Leased Premises, registered or certified mail, return receipt required, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices shall be paid and sent to the Landlord at: 169 main Street, Woonsocket, Rhode Island 02895.

SURRENDER: The Tenant shall at the expiration or other termination of this lease remove all Tenant's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Leased Premises). The interior of the Leased Premises shall be returned to its original condition and/or the satisfaction of Landlord. Tenant shall deliver to the Landlord the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

RULES AND REGULATIONS: Tenant covenants and agrees that Tenant will comply with the reasonable rules and regulations set by the Landlord from time to time for the operation of the Building, including, but not limited to, the following:

A. No signs, advertising placards, names, insignia, trademarks, descriptive materials, nor awnings or other projections shall be attached to the outside walls of the Leased Premises or the building in which they form a part without, in each instance, the prior written consent of Landlord.

B. All garbage and refuse shall be the responsibility of the Tenant to store properly until removed.

C. No loud speakers, televisions, phonographs, radios, flashing lights or other devices shall be used in the manner so as to be heard or seen outside of the Leased Premises without prior written consent of Landlord;

D. The outside areas immediately adjoining the Leased Premises shall be kept clear at all times by Tenant and Tenant shall not place nor permit any obstructions, garbage, refuse, merchandise or displays in such areas, except as approved by the Landlord;

E. Tenant shall not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discerning outside or above the Leased Premises and which may be deemed offensive in nature.

Landlord shall for the enforcement of the covenants, conditions and agreements now or hereafter made a part of this paragraph (referred to as "Rules and Regulations"), have all remedies in this lease provided for breach of the provisions hereof.

SALE OF PREMISES BY LANDLORD: In the event of any sale or exchange of the Leased Premises by Landlord and assignment by Landlord of this lease, Landlord shall be and is hereby entirely freed and relieved of all liabilities under any and all of its covenants and obligations contained in or derived from this lease arising out of any act, occurrence or omission relating to the Leased Premises of this lease occurring after the consummation of such sale or exchange and assignment.

REPRESENTATIONS: It is understood and agreed by the Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the Leased Premises or the making or entry into this lease, except as in this lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of breach of any representations or promises not expressly stated in this lease.

WAIVER: The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions, and agreements of this lease shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions and agreements of this lease. No surrender of the Leased Premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such a surrender.

HOLDING OVER: Tenant shall not have the right to remain in possession of the Leased Premises after expiration of the term provided herein without a newly executed written lease or the express consent of the Landlord. If Tenant remains in possession of the Leased Premises after the expiration of this Lease with consent of the Landlord and without a new lease reduced to writing and duly executed, even if the Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Leased Premises only as a tenant from month to month, subject to all covenants, conditions and agreements of this lease.

WARRANTIES: Tenant takes the Leased Premises, with no warranty or representation of any kind on the part of Landlord.

QUIET ENJOYMENT: Tenant, subject to Tenant's full compliance with all the terms of this Lease, shall lawfully, peacefully and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof without hindrance or ejection by any person lawfully claiming under Landlord.

EXPENSES:

A. Tenant shall pay on demand the Landlord's expenses, including reasonable attorney's fees, reasonably incurred in enforcing any obligation of Tenant under this Lease and/or exercising any of the remedies available to Landlord by reason of this Lease or by law in the event of a default by Tenant hereunder.

B. Landlord shall pay on demand the Tenant's expenses, including reasonable attorney's fees, reasonably incurred in enforcing any obligations of Landlord under this Lease and/or exercising any of the remedies available to Tenant by reason of this Lease or by law in the event of a default by Landlord hereunder.

ASSUMPTION OF RISK: Tenant assumes all risk of damage to all its tangible personal property in the Leased Premises arising from any cause whatsoever.

INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

GOVERNING LAW: This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties and may be modified or amended only by a writing signed by the parties hereto.

AUTHORIZATION: If Tenant is a corporation, the undersigned officer of Tenant does hereby warrant and certify to Landlord that Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island, or if chartered or incorporated in a state other than Rhode Island, is a corporation duly organized, validly existing and in good standing under the laws of such state and is authorized to do business in the State of Rhode Island. The undersigned officer of Tenant hereby further warrants and certifies to Landlord that he or she is authorized and empowered to bind the Tenant to the terms of this Lease by his or her signature hereto.

RECORDING: Tenant agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a short form lease in recordable form and complying with applicable Rhode Island laws, and reasonably satisfactory to Landlord's and Tenant's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions of this Lease, and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have hereunto set their hands and seals all on the day and date first above written.

Signed: _____, Tenant Date: _____

Signed: _____, Landlord Date: _____

In the presence of:

Witness: _____

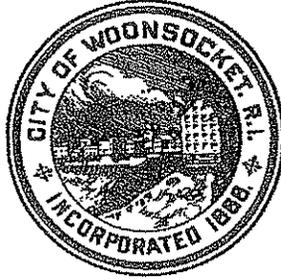
Signed: _____, Tenant Date: _____

In the presence of:

Witness: _____

Signed: _____, Tenant Date: _____

DRAFT



November 14, 2016

Resolution

AUTHORIZING THE MAYOR & DIRECTOR OF PLANNING & DEVELOPMENT TO NOMINATE THE FORMER WOONSOCKET MIDDLE SCHOOL TO THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, the former Woonsocket Middle School at 357 Park Place, Woonsocket, has been replaced by a new middle school complex at Hamlet Avenue/Florence Drive /Villa Nova Street; and

WHEREAS, the former Woonsocket Middle School has been vacant for a number of years and was declared as surplus property by the Woonsocket Education Department and transferred to the control of the Woonsocket Municipal Government effective July 1, 2010; and

WHEREAS, as owner of the property, the City of Woonsocket solicited proposals for the acquisition and redevelopment of the former Woonsocket Middle School on August 30, 2016 with a response date of October 24, 2016; and

WHEREAS, the City of Woonsocket received two (2) responses to its Request for Proposals wherein each proposer has indicated a strong need for the former Woonsocket Middle School to be placed on the *National Register of Historic Places* in order for their respective redevelopment projects to be eligible for various Federal and State funding programs, such as Federal Historic and State Historic Tax Credits, New Market Tax Credits, etc.; and

WHEREAS, the *Public Archeology Laboratory* has completed the research and compilation of a Preliminary Determination of Eligibility for the *National Register of Historic Places*, a copy of which is attached hereto and made a part hereof by reference; and

WHEREAS, the Rhode Island Historical Preservation & Heritage Commission's Review Board has determined that the *Former Woonsocket Middle School* is potentially eligible for placement on the National Register; and

WHEREAS, the Woonsocket City Council is desirous of the Former Woonsocket Middle School being placed on the National Register of Historic Place as an incentive and vehicle for the acquisition and redevelopment of the property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:

SECTION 1. That the Mayor and Director of Planning & Development are authorized and empowered to pursue the nomination and placement of the Former Woonsocket Middle School on the United States Department of the Interior National Register of Historic Places.

SECTION 2. This Resolution shall become effective upon its passage.

Robert M. Moreau
Council President by request

EXHIBIT "A"



Report Woonsocket Middle School Woonsocket, RI

National Register Eligibility Evaluation
September 30, 2016
PAL No. 3236

Submitted to:

Redevelopment Agency of Woonsocket
Department of Planning and Development
169 Main Street
Woonsocket, RI 02895-4379

Project Information

The Public Archaeology Laboratory, Inc. (PAL) has prepared this National Register of Historic Places (National Register) Eligibility Evaluation for the Redevelopment Agency of Woonsocket of the City of Woonsocket (City) for the former Woonsocket Middle School, 357 Park Place, Assessor's Plat 27, Lot 113, Woonsocket, Rhode Island. This evaluation presents a preliminary summary of the descriptive and historical data collected thus far. Additional information will be collected and more details will be included in the National Register nomination.

PAL staff for the project are Virginia H. Adams, senior architectural historian, and Quinn R. Stuart, architectural historian.

Description

Site and Development Summary

The Woonsocket Middle School sits on a large block bounded on all sides by Park Place, within a densely built up residential neighborhood of single- and multi-family houses adjacent to the Blackstone River (Figure 1). The city's downtown is across the river to the north. The building occupies the northern four-fifths of its southwest-northeast oriented, rectangular lot, with paved parking lots along the southwest edge and within the partially enclosed area northwest of the building.

The E-shaped Woonsocket Middle School was built in four phases between 1914 and 1952 (Figures 2 and 3). The earliest section of the building, at the west¹ end of the complex, was constructed in 1914 as the Woonsocket [Senior] High School with an attached gymnasium on the rear (not extant). In 1925, an addition was constructed on the south elevation of the High School. In 1927, a Junior High School, with an auditorium and a gymnasium, was constructed connected to the east side of the Senior High School. In 1951–1952, the original Senior High School gym was demolished and a new Gymnasium Annex was erected in its place on the east elevation of the original 1914 school building.

¹ The school complex sits askew of primary cardinal directions on the lot, facing southeast. For the purposes of this report, the directions are being turned so that the southeast elevation will be referred to as the south elevation and each elevation will follow suit.

Exterior

The **Senior High School** built in 1914 is a three-story, seven-bay-by-three-bay, roughly H-shaped building constructed of brick and designed in the Classical Revival style (Figures 4, 5, and 6; Photos 1 and 2). The building has a main central block and slightly projecting short wings at the north and south end elevations. The east side (rear) of the building is attached to the 1925 and 1952 blocks. The symmetrical west (facade) elevation is centered on the primary entrance. The building has a flat roof edged by a solid brick parapet with granite coping around the entire building. Trim includes deeply molded and dentilated brick, granite, and limestone cornices and beltcourses. The high raised brick basement has a flat granite watertable. The first story is articulated by horizontal bands of recessed brick courses, and the second and third story bays of the main block are divided vertically by brick pilasters with granite capitals.

The primary entrance centered in the west facade is accessed by granite block stairs to modern metal double-leaf doors with a two-light, frosted-glass transom. The doors are recessed in a smooth granite block surround with a simple molded cornice and a heavy, triangular pediment with "Woonosocket High School" carved in relief beneath the pediment. Two identical secondary entrances are centered on the north and south elevations, consisting of modern metal double-leaf doors with a two-light, frosted-glass transom in a recessed bay with brick pilasters, slightly projecting, splayed-brick lintels with a granite keystone beneath a projecting granite lintel. The windows are all aluminum replacement, single-light, fixed-over-awning sash primarily arranged in pairs and in groups of four. Window openings on the first story of the main block have splayed brick lintels with granite keystones. Window openings on the second story of the main block have just granite keystones. The fixed sash has been filled with transparent fiberglass panels.

A three-story, brick **Addition** with a flat roof was constructed in 1925 on the southeast end of the east elevation of the high school. The walls, windows, entrance and trim are similar to the 1914 building.

The **Junior High School** was built in 1927 at the west end of the property, connected to the east elevation of the 1914 Senior High School (see Figure 6; Photos 3, 4, and 5). The Junior High School is a three- and four-story, ten-bay-by-nine-bay, L-shaped, masonry building also designed in the Classical Revival style. The majority of the building is reminiscent of the Senior High School: three stories tall of red brick with limestone trim, flat roof, and banks of windows. The most prominent feature of the new building is on the south-facing primary elevation, a four-story, limestone pavilion composed of a three-bay monumental three-story entrance with fourth-story windows above. The pavilion has a flat roof with a stepped parapet flanked by scrolls. A second, deep, denticulated cornice runs between the second and third stories. The three central entrance bays are vertically divided by two colossal Doric engaged columns and two pilasters supporting a wide lintel. The entrances consist of modern, metal double-leaf doors with a two-light, frosted-glass transom, in a slightly projecting molded surround with a triangular pediment. Smooth panels above each entrance are inscribed with "Faith," "Hope," and "Wisdom." Above each panel are pairs of aluminum and translucent fiberglass fixed-over-awning sash windows with large volute keystones.

The pavilion is flanked by four-story red brick, recessed stair towers to the east and west that create the links to the Senior High and the classroom block of the Junior High. The stair towers have brick parapets with triangular pediments below the roofline. Entrances consist of modern, metal double-leaf doors with metal awnings and wide limestone lintels. Windows have splayed brick lintels and

limestone keystones; the fourth-story window has a blind, round-arch opening with a keystone and springers. Limestone panels with a shield in relief is on the wall between the third and fourth stories.

The south elevation of the three-story classroom block is composed of four wide bays with windows grouped in fives on each story, and a narrow secondary entrance bay with a raised full-height pilaster treatment between the first and second bays from the east end. The two windows in the bay are offset from the floors. The east elevation is similar to the south elevation, with four window bays and a narrow center entrance bay. The elevation has projecting blocks at either end with blind walls articulated with a simple panel motif of soldier course brick. The primary entrance of the east elevation consists of modern, metal double-leaf doors with a filled rectangular transom set in a molded limestone surround surmounted by a wide lintel and triangular pediment. The north elevation is two-bays wide with a central entrance. The secondary entrances on the north and south elevations are identical with modern, metal double-leaf doors with flat metal awning and a rectangular, translucent fiberglass transom flanked by brick pilasters capped by a wide limestone lintel with keystone.

The building has a brick raised basement on all sides with granite blocks at the foundation line and window openings. Flat limestone belt courses run around the building between the basement and first floor and above the first floor windows. A molded limestone and dentilated brick cornice defines the parapet area. Windows openings throughout the building have limestone sills. Original multi-pane wood indow sash have been replaced, likely in the 1970s, and are typically fixed-over-awning aluminum units with translucent fiberglass panels. Historic images show that the Senior High School has a railing parapet on the west facade elevation that has been removed at an unknown date.

A tall one-story, brick auditorium wing is attached at the west end of the north elevation of the Junior High School. The wing's architecture is similar to that of the main classroom block. A one-story brick boiler room is attached to the north elevation of the auditorium. It has a flat roof with a wood-frame monitor and wood cornice and brick walls. A single, metal door is in the north bay of the east elevation. A brick, free-standing round chimney is located north of the boiler room.

In 1951–1952, a **Gymnasium Annex** was constructed to replace the original 1914 gymnasium, at the northeast junction of the 1914 Senior High School and 1925 Junior High School (see Figures 2 and 3; Photo 6). The building has a rectangular footprint, red brick walls, and a poured concrete foundation. It is enclosed by a shallow gable roof over the main block and a flat roof with a brick parapet on the front entrance bay at the north end. The symmetrical north (facade) elevation has bands of projecting brick courses at the lower portion of the walls that extend around to the north ends of the east and west elevations. The recessed entrance has curved walls surmounted by a deep metal, cantilevered awning. There are three sets of modern, metal double-leaf doors with windows in the upper half, the majority of which are now covered by modern plywood. Concrete panels that mimic eight-light windows flank the entrance bay. Thin vertical concrete piers are in the center of the facade above the entrances. Small, fixed-over-awning, aluminum windows are set between each pier. Large rectangular windows with translucent fiberglass panels and concrete sills stretch across the upper portion of the east elevation.

Interior

The interior plan of the Woonsocket Middle School is primarily characterized in all areas and floor levels by double-loaded corridors with classrooms and special function rooms on either side (Photos



7–13). The large spaces include the monumental main entrance foyer of the 1927 Junior High, the auditorium/cold lunch room, the boys’ and girls’ gymnasium, and the gymnasium annex. Other specialty spaces include the music room, the art rooms, the library, administration offices, and the hot lunch room. Vertical circulation is via stairs located at the ends and mid-points of the building blocks. In some places, ramps and short runs of steps correspond to intersections of buildings with different floor elevations.

The interior finishes are largely uniform throughout the building. Floors throughout the complex are almost entirely covered with 12-inch composite tile, low-pile carpeting, or terrazzo. Wood floor surfaces are in the gymnasium annex, the gymnasium below the auditorium, the balcony of the auditorium, and a few small offices. Original wood floors are likely intact under the carpet and tiles. The walls are primarily plaster over brick with wood chair rails, except where brick is exposed and painted or glazed, such as in the stair halls and the 1925 High School addition. The ceilings are a combination of plaster and painted pressed metal sheeting. Most classrooms retain their oak built-in cabinetry, chair rails, paneling, and blackboards. Some classrooms have painted burlap wainscoting. The administrative offices and central rotunda in the center of the senior high school have oak trim and paneling. An original safe remains in this area. The most highly finished spaces are several in the 1927 Junior High School. The entrance lobby has white marble walls and steps, decorative plaster and three elaborate metal hanging lights. The auditorium has colorful molded and painted plaster decoration on the walls, ceiling, balcony railing, and around the stage. Six metal and glass hanging lights remain, and original cast metal and wood seats are in the balcony. The band room has an ornamental railing at the entrance stairs, and decorative woodwork.

Integrity

The Woonsocket Middle School retains historic architectural integrity of location, setting, design, materials, workmanship, feeling and association. The major changes to the building’s exterior has been the replacement of original windows and door with metal units, likely in the 1970s for energy efficiency. On the interior, the original wood floors have been covered with carpet or tile, but remain in place. In general, the building retains all its other character-defining features of exterior walls, and interior plan and finishes. The overall condition of the building appears to be good to fair. The wood floor of the 1927 auditorium and the 1951–52 Gymnasium are raised in places.

Historical Development Summary

Woonsocket’s prosperity in the early twentieth century was derived from the stable economic activities of the highly successful cotton mills and expansion of the woolen and worsted companies in the city (Fortin 1988:49). This resulted in a need for additional city services and infrastructure as population grew rapidly in the 1910s. When Raphael P. Daignault was elected mayor in 1911, after years of limited conservative spending, the city began to initiate public works projects, including the construction of new bridges, highways, sewers, and civic and institutional buildings (Fortin 1988:52–55).

The construction of the Woonsocket High School on Park Place was thought to be one of “the most significant and lasting municipal improvements to be planned and constructed during Mayor Daignault’s administration” (Fortin 1988:55). The School Committee purchased the “Bouvier” tract of land in the Villa Nova neighborhood near the geographic center of the city for \$20,000. The Bouvier tract was referred to as Villa Nova Park.



The City hired Walter F. Fontaine (1871–1938) as the architect for the original Senior High School building. Fontaine was arguably the most notable architect in Woonsocket. Fontaine, of French Canadian heritage, was born in Fitchburg, MA, and began his architecture training in 1877 with nineteenth-century architect and engineer Willard Kent. Fontaine then studied architecture in Europe, and returned to Rhode Island, where he worked for the prominent architectural firm of Stone Carpenter & Wilson in Providence from 1893–1903. Fontaine opened his own office in Providence, and later moved to Woonsocket, eventually forming the firm of W.F. Fontaine & Sons. Fontaine designed at least five public schools in the city, a fire station, at least four church buildings, and the Governor Aram Jules Pothier Mausoleum in the Precious Blood Cemetery. His numerous public and private works included projects in Massachusetts, Connecticut, and Rhode Island. In Rhode Island he designed the Police Station (1904), First Methodist Church (1909) and YMCA (1909) Woonsocket and St. Charles Borromeo Church in Providence; Saint Anne's Church (1914), the tower of Precious Blood Church (1881), Holy Family Church, Our Lady of Victories Church, Mount Saint Charles Academy, Woonsocket Middle School, Union St. Jean Baptiste building (1926), Saint Anne's Gymnasium, the Pothier Mausoleum. Fontaine died during the Hurricane of 1938 at his summer home in Charlestown, Rhode Island (Fortin 1988; Withey and Withey 1956:214).

For the High School construction, the City hired Eastern Construction Company as the general contractors (SCCW 1915:10), and the cornerstone was laid on January 9, 1914. The building was formally dedicated April 5, 1915, and immediately used as a school. A 1915 newspaper article described the new facility as "imposing, convenient, spacious, and a monument to the community" (quoted in Fortin 1988:165).

In 1925, to address a need for more classroom space, a 12-room addition was constructed on the south end of the east elevation of the Senior High School for approximately \$140,000. The addition was occupied starting on January 8, 1926. Architect Walter F. Fontaine also designed the addition, and the builders were contractors John P. Fleurant and Sons of Woonsocket (Crowley-Bacon Collection n.d.; SCCW 1925:739).

Continuing student population growth further spurred the development of plans for a new Junior High School, designed by Walter F. Fontaine and attached to the rear of the 1914 Senior High School. The construction contract went to general contractors Lamoureux Brothers of Woonsocket (SCCW 1926:834). Construction began in 1926, and the school was opened for use in September 1927 (Crowley-Bacon Collection n.d). The large, school building Junior High School had 67 classrooms in an L-plan structure, a 1,200-seat auditorium, a boys' and girls' gymnasium under the auditorium, and a new boiler plant. The building was formally dedicated March 1, 1928 in a ceremony attended by state and city politicians (Fortin 1988:84).

The "massive and intentionally impressive civic structure" (RIHPC 1976:73) of the Woonsocket combined Senior and Junior High Schools served as Woonsocket's only public school for these grades until the 1960s. In 1951–1952, the City engaged Walter F. Fontaine's son, architect Oliver Fontaine to design a new gymnasium that was built replacing the smaller 1914 facility (SCCW 1950).

According to an undated report by Mayor Kevin C. Coleman written during his six terms as mayor of Woonsocket from 1953–1963, Woonsocket had 16 elementary school that fed into the middle school (968 students) and high school (619 students), with a total of a 4,716-student population in the system (Coleman n.d.:9). By the late 1960s, the school was considered to be "inadequate,

crowded, and outmoded” (Fortin 1988:165). School scheduling transitioned from extended day to double sessions, and increased enrollment was projected for the future. Following several studies and much local debate regarding the costs and benefits of a four-year or three-year high school, a new \$6.5 million, three-year senior high school was completed in 1972 on Cass Avenue (Fortin 1988:165). The former High School section was dedicated to ninth grade, and the physical plant of the entire complex was upgraded at that time.

In 2009, the school closed, and currently it remains vacant, but secure. In 2013, former students produced a one-hour video homage to the history of the Woonsocket Middle School building and the activities and experiences of thousands of students, administrators, and teachers (Gabrielson and Allard 2013). The City is actively pursuing a plan to ensure a new use and revitalization of this important and locally iconic building.

National Register Eligibility Evaluation

The Woonsocket Middle School (historically the Woonsocket Senior High and Junior High Schools) meets National Register Criterion A at the local level in the area of Education as the school where all Woonsocket children received secondary education for 95 years. When originally constructed it was one of the first to integrate technical trade school and domestic sciences instruction. It is further significant and meets National Register Criterion C at the local and state levels in the area of Architecture as an extraordinarily large example of civic school architecture that exhibits well-designed characteristics of an educational facility of its time, designed in the formal Classical Revival style by Woonsocket architect, Walter F. Fontaine. The school was built over time at the height of Woonsocket’s prosperity, and when it closed in 2009, it was said to be the largest middle school in New England. The period of significance is 1914, the completion of the first component of the complex, to 1966, 50 years from present, reflecting the National Register 50-year cut-off rule.

References

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n.d. “The Physical Facilities of Our Schools.” Report of the Public School Education Commission, Warwick, RI.
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- Gabrielson, Scott E. and Jason Allard
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1976 *Woonsocket, Rhode Island. Statewide Historic Preservation Report P-W-1*. Providence, RI.
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School Committee of the City of Woonsocket (SCCW)

1915 *City of Woonsocket, RI Annual Report of the School Committee*. LA Tribune Publishing Co., Woonsocket, RI.

1925 School Committee Meeting Minutes May 18, 1925.

1926 School Committee Meeting Minutes September 22, 1926.

1950 School Committee Meeting Minutes October 11, 1950.

Withey, Henry F. and Elsie Rathburn Withey

1970 *Biographical Dictionary of American Architects (Deceased)*. Hennessey & Ingalls, Inc. Los Angeles, CA.

Woonsocket, City of

n.d. Architectural drawings set for Woonsocket Middle School. Redevelopment Agency of Woonsocket, Department of Planning and Development, Woonsocket, RI.

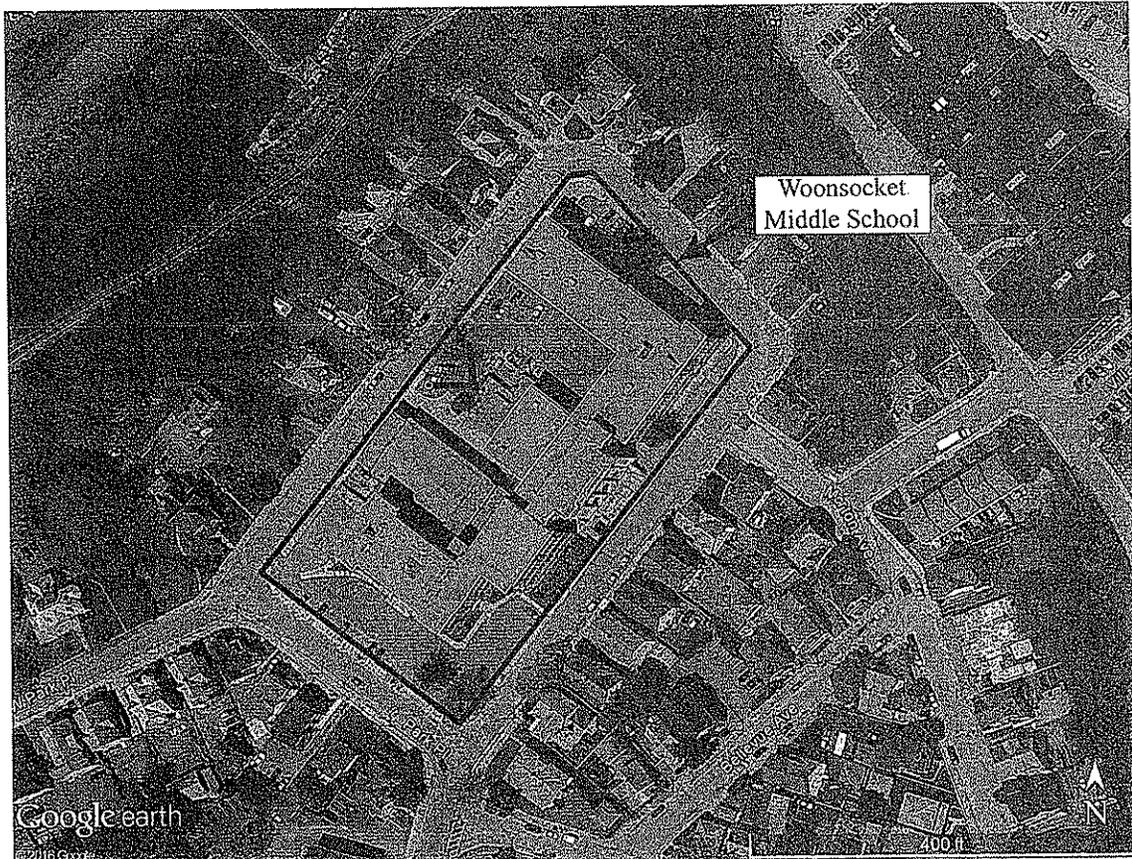


Figure 1. Locus map (Source: Google earth).

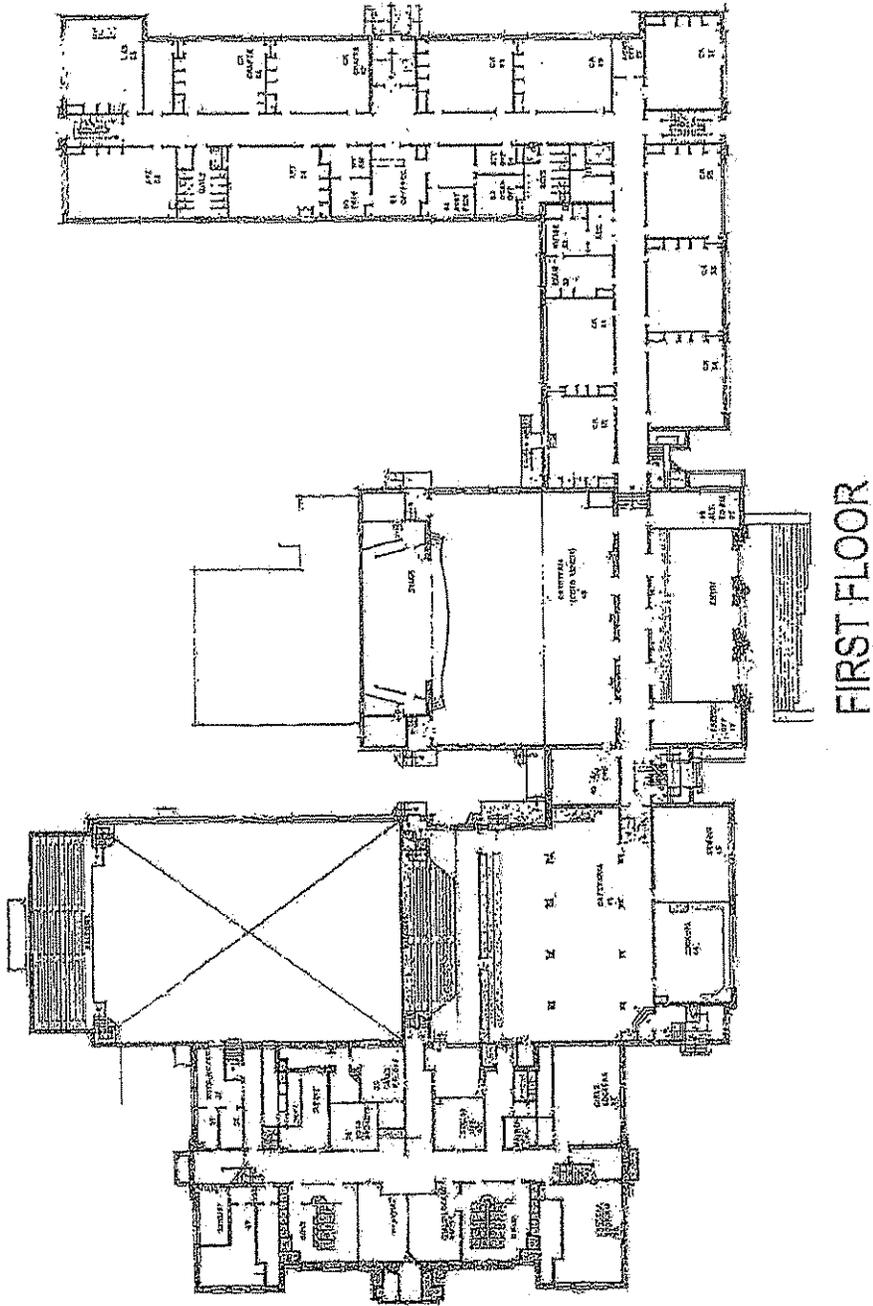


Figure 2. Existing conditions first floor plan, n.d. (source: City of Woonsocket).

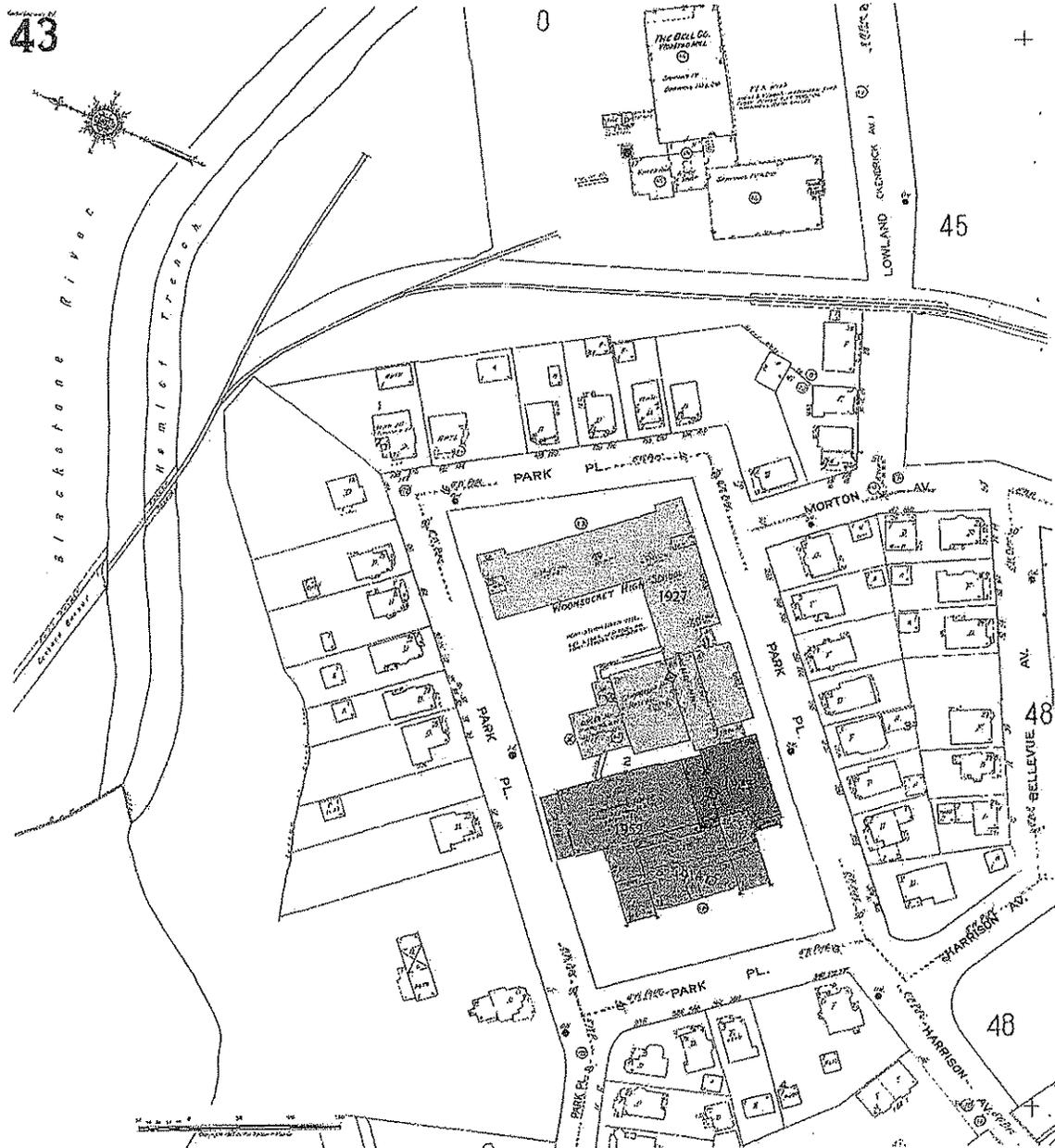


Figure 3. 1955 Sanborn map color coded with date of construction (source: Sanborn 1955).

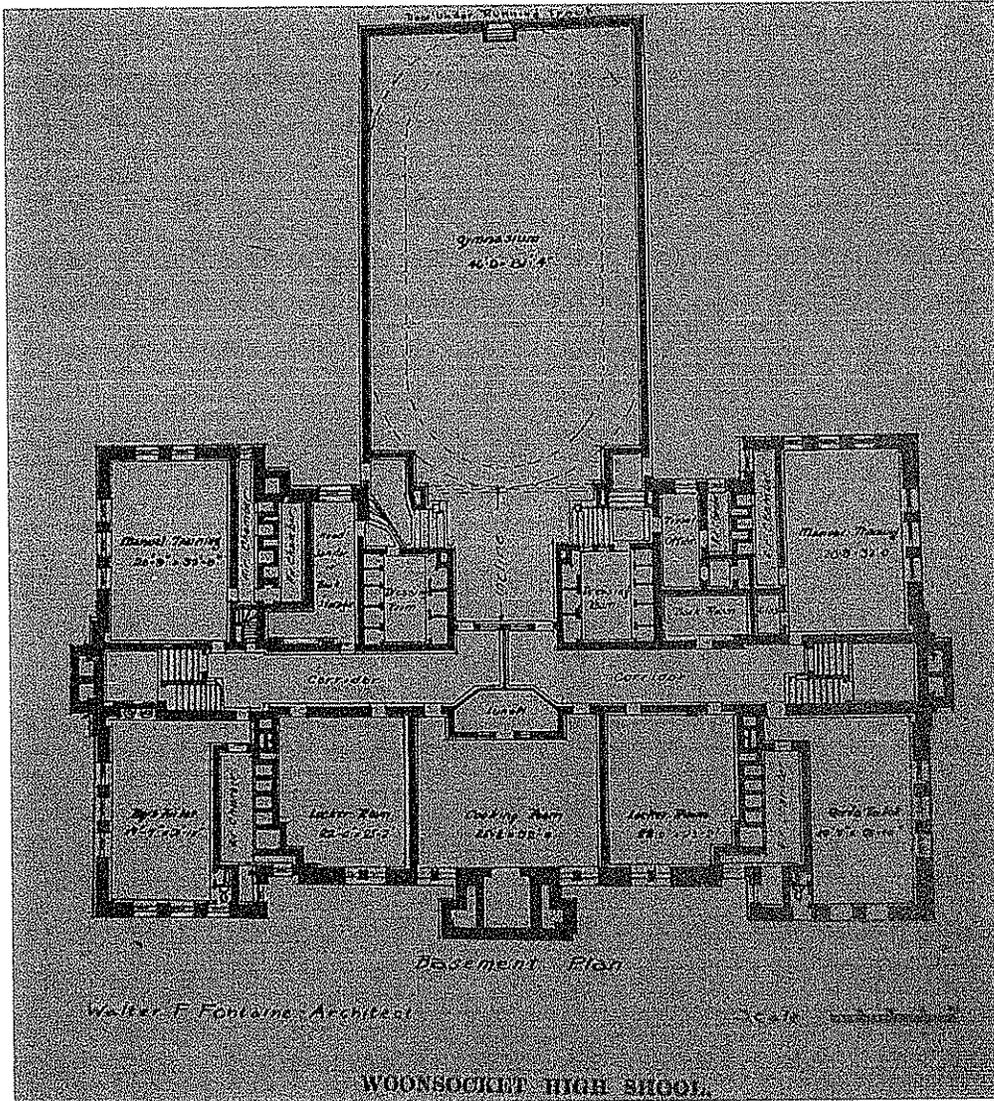


Figure 4. 1914 Senior High School floor plan (source: WSCC 1915).

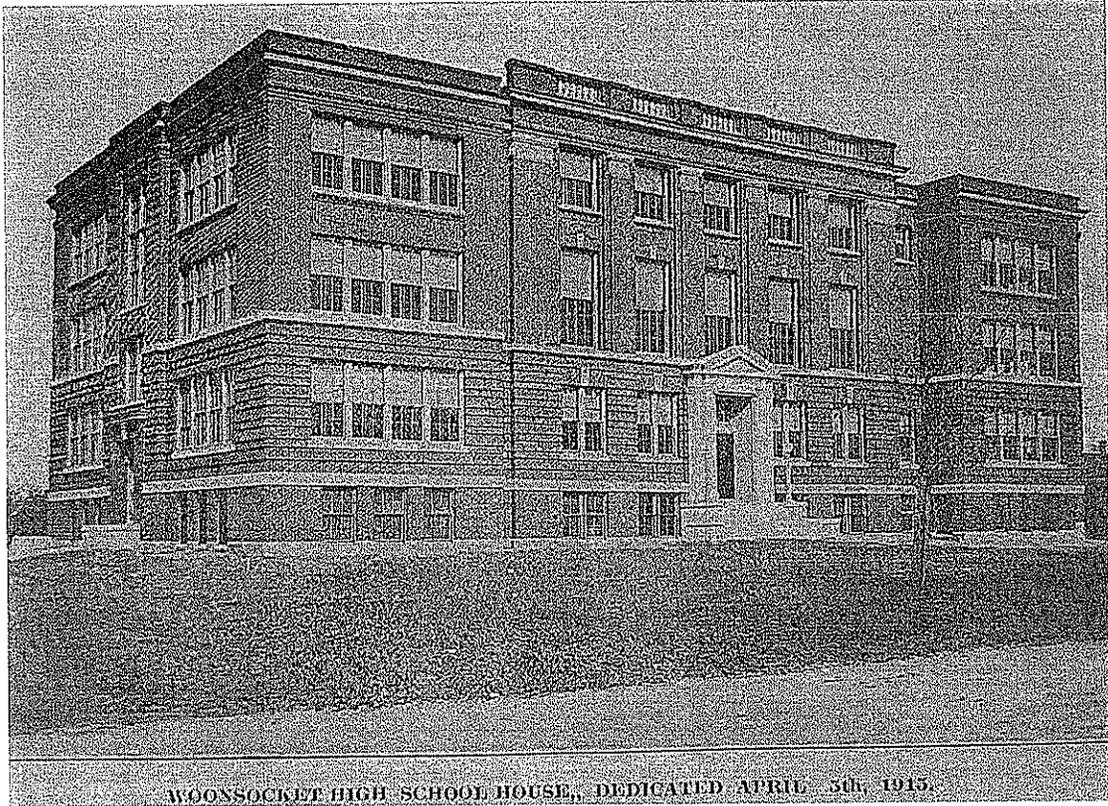


Figure 5. 1914 Senior High School, 1915 view (source: WSCC 1915).

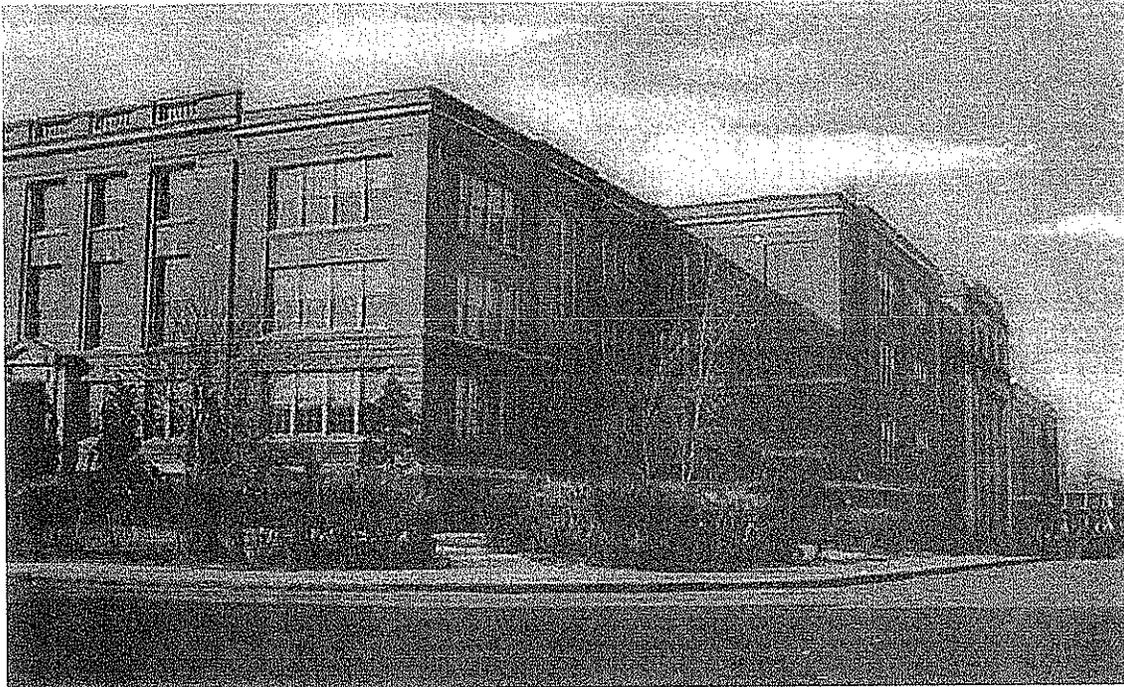


Figure 6. 1914 Senior High School (l) and 1927 Junior High School (r), undated postcard (source: Crowley and Bacon Collection n.d.).



Photo 1. Senior High School



Photo 2. Senior High School and Junior High School (l-r)



Photo 3. Junior High School



Photo 4. Junior High School



Photo 5. Auditorium

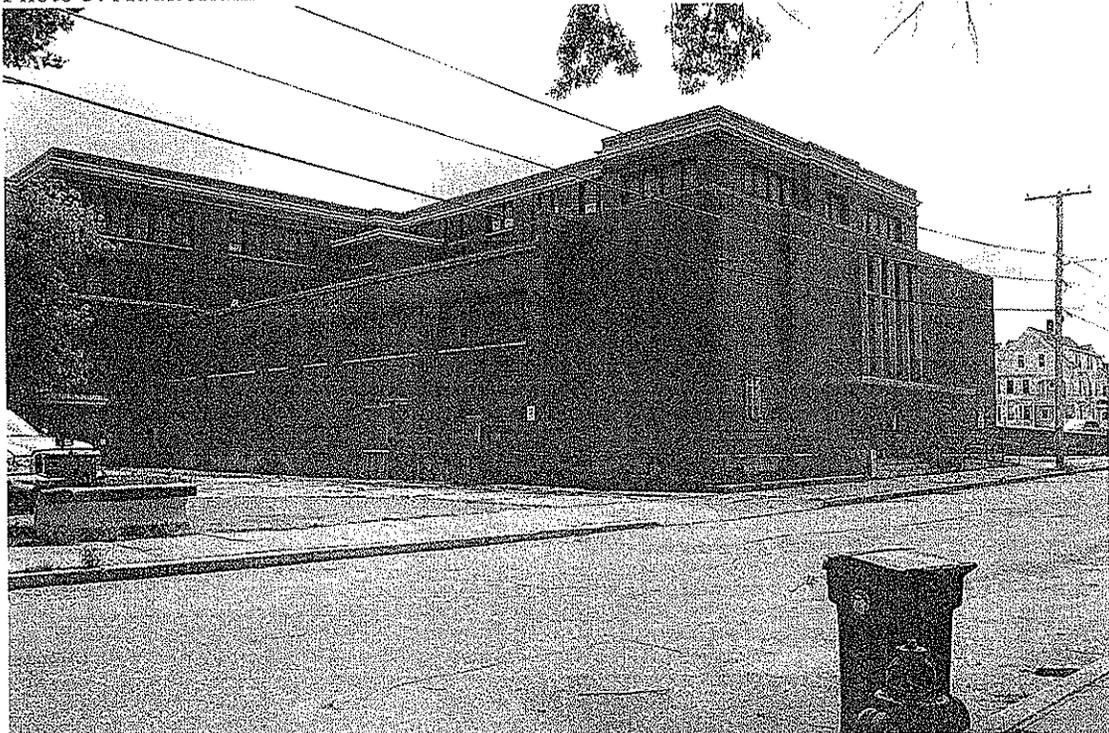


Photo 6. Gym Annex

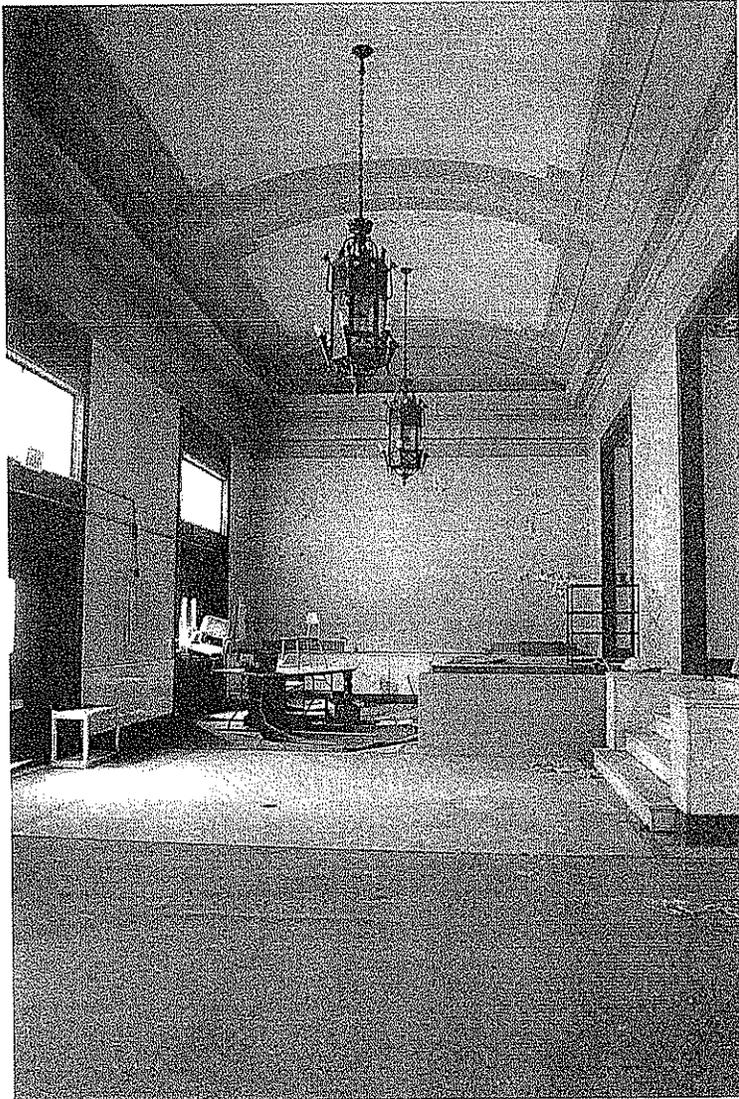


Photo 7. Junior High School Entrance

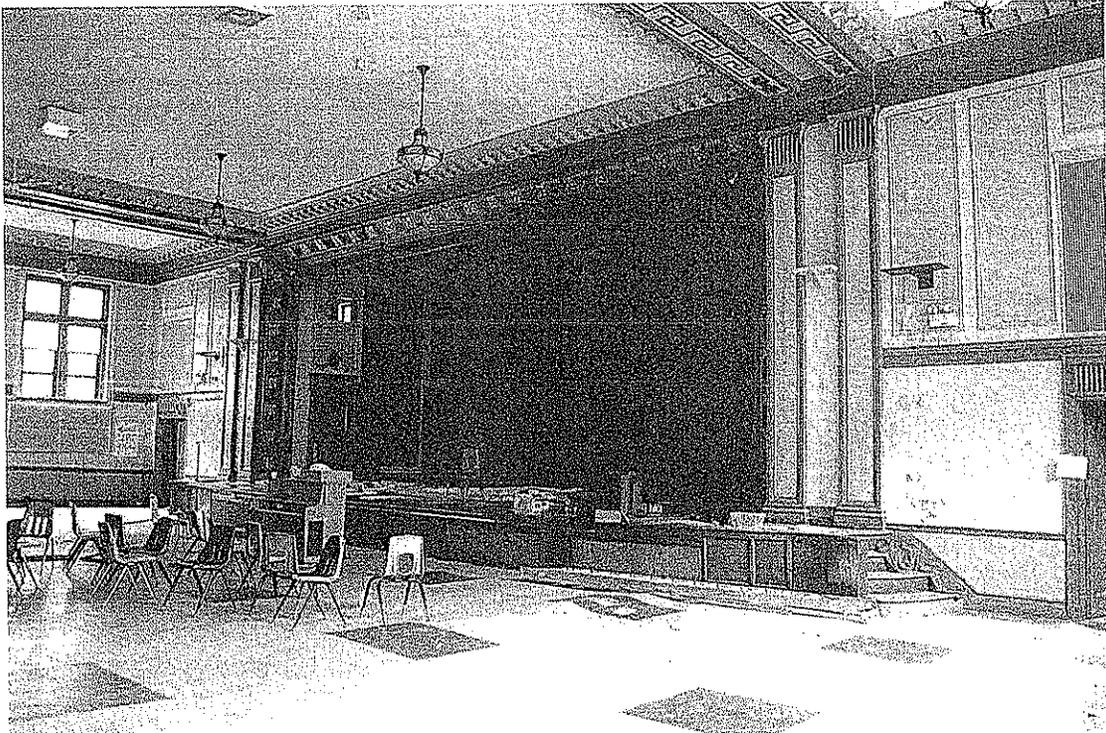


Photo 8. Auditorium

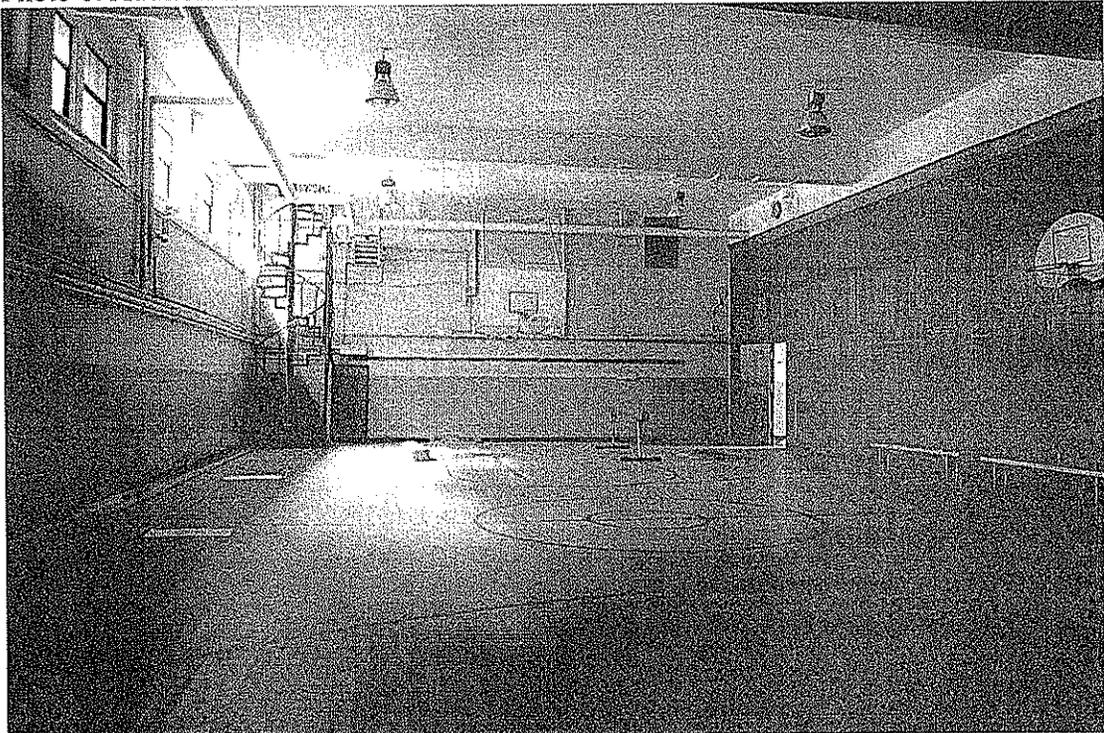


Photo 9. Boys and Girls Gym

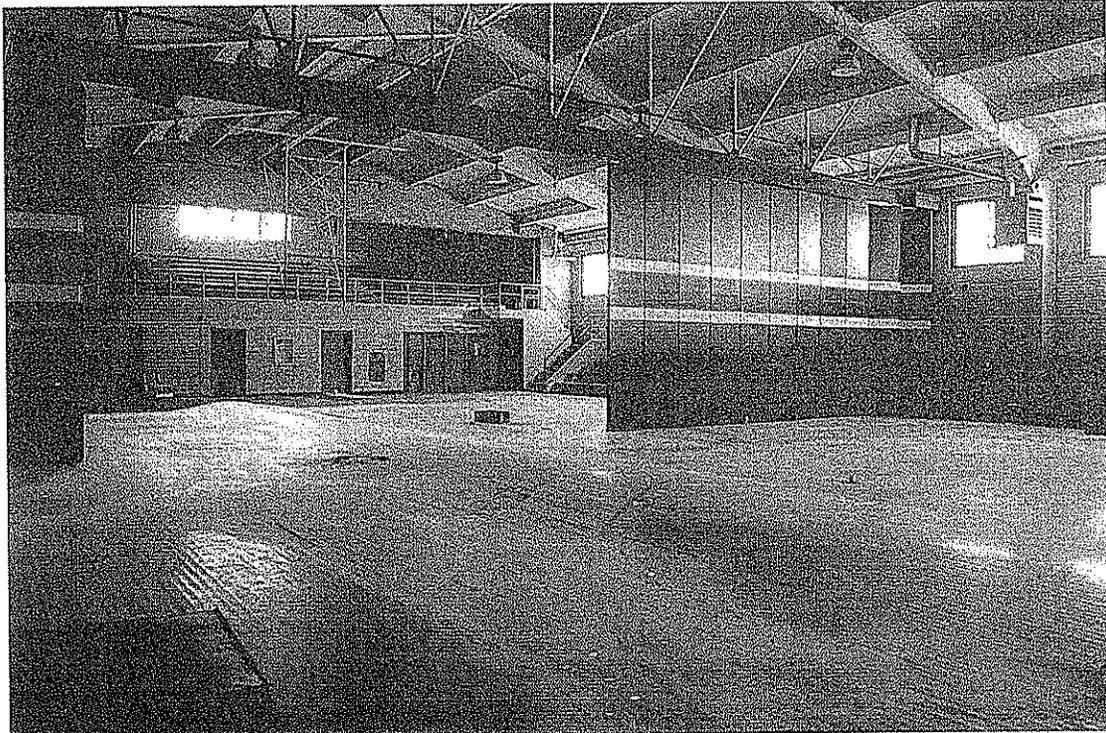


Photo 10. Gym Annex



Photo 11. Senior High School Corridor

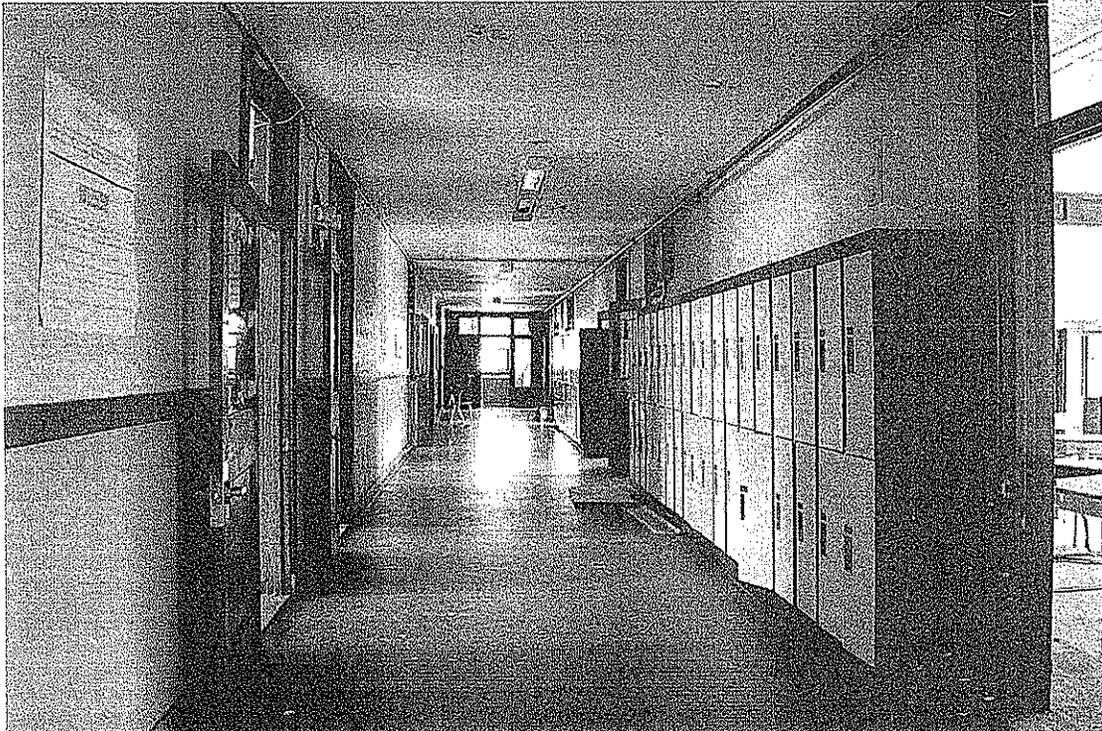


Photo 12. Junior High School Corridor

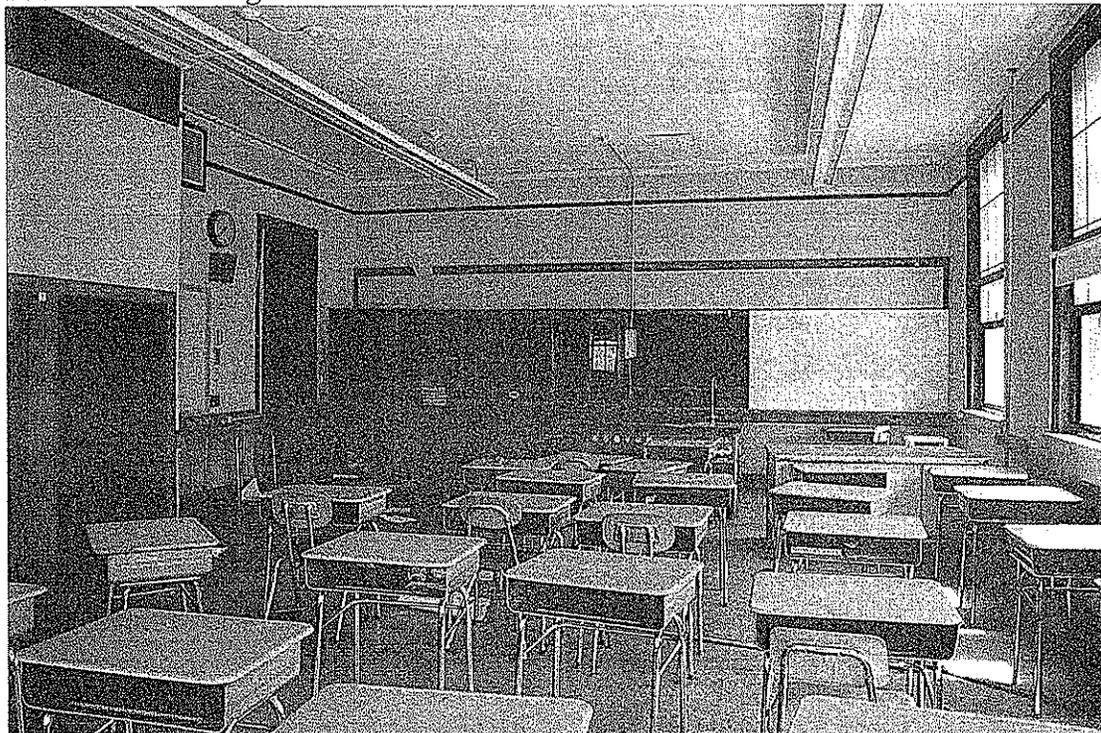
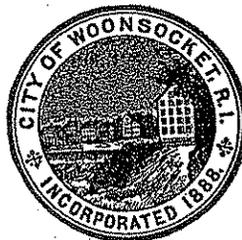


Photo 13. Science Classroom with typical features

City of Woonsocket Rhode Island



November 21, 2016P

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

WHEREAS, The City Assessor, recommends that the said taxes be cancelled and/or refunded in the amount as respectively and particularly set forth in said report.

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:

Section 1: That the said above described report be incorporated in and attached to this resolution and that the said report be made a part and parcel hereof.

Section 2: That the City Council hereby orders that said taxes be cancelled and/or refunded.

Section 3: That the City Clerk of the City Council shall, upon the passage of this resolution forthwith certify to the City Treasurer and Tax Collector, of this city, that the taxes specified and itemized in said report have been cancelled and abated in the amounts as respectively and particularly set forth in said report; and that the Finance Director of the city of Woonsocket is hereby authorized, on the passage of this resolution, to make refunds in the amount or amounts as respectively and particularly set forth in said report.

Section 4: This resolution shall take effect upon passage.

Robert Moreau
By request of The Administration

ASSESSOR'S
ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
50 -	Erroneously assessed due to incorrect field data/incorrect classification of homestead exemption
51 -	Veteran/Blind/Elderly Exemption not applied
52 -	Incorrect amount abated on previous abatement listing or error on prior certification
53 -	Non-Utilization tax assessed subsequent to sale of property and/or assessed in error
54 -	Homestead Exemption not applied/incorrectly classified
55 -	Tax Exempt.
56 -	Inventory exempt due to wholesaler's exemption
57 -	Legal Residence – Out of Town – Prior to Assessment Date
58 -	Registration Cancelled – Vehicle sold
59 -	Vehicle traded in, or repossessed, and/stolen not recovered
61 -	Vehicle garaged and/or registered out of City
62 -	Double taxation on vehicle
63 -	Over assessed on vehicle/registry error
64 -	Incorrect year/model/make of vehicle
65 -	Vehicle destroyed in accident
66 -	Should have been tax lien
67 -	Business relocated out of City prior to assessment date
68 -	Double taxation on Business/over overassessed on business
69 -	Out of Business – prior to assessment date/business sold to new owner & recertified
70 -	Company erroneously included manufacturing equip/inv in their report of valuation
71 -	Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72 -	Removal of porches, decks, garages, pools, sheds or underground tanks
73 -	Double taxation on Real Estate
74 -	Over assessed due to adjustment in degree of building completion as of December 31 st
75 -	Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76 -	Building (s) demolished prior to assessment date
77 -	Property was assessed at incorrect tax year/ incorrect tax rate, classification and/ or depreciation
78 -	Adjustment to property valuation due to extreme deterioration prior to assessment date
79 -	Property sustained fire damage – prior to assessment date
80 -	5 +5 Plan
81 -	Party deceased prior to assessment date
82 -	Per Order of the City Council
83 -	Original abatement was approved and granted last year, but not carried forward for this year's tax roll
84 -	Per advice & recommendation of Law Dept.
85 -	Per Court Order
86 -	First appeal /Submitted by the Tax Board of Assessment Review
87 -	Wrong party – recertified//wrong classification-recertified
88 -	Tax Exempt – Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89 -	Value reduced by R.I. Vehicle Value Commission
90 -	Property taken over by the State for highway purposes
91 -	Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92 -	Bankruptcy
93 -	Lot dropped and added to another lot
94 -	Job Incentive Creation Program Exemption
95 -	Due to the new software system an abatement must be done prior to a recertification of taxes
96 -	Pro-Rated Homestead Exemption
97 -	Assessment adjustment due to supporting documentation submitted by taxpayer
98 -	Remove Homestead Exemption / recertified exemption credit

Woonsocket, RI

Amendment Report - Abatement

Status Pending

Page 1

Posting Date / /

Transaction Date / /

Report Printed 11/10/2016 09:32:59 AM

NOVEMBER 21, 2016

Amendment ID	Year	Roll Type	Property Address	Year	Item Description	Amount
M00-0166-50	2016	MV Tax Roll	LAPRADE DENEEN D 31 ARONA ST WOONSOCKET RI 02895	2008	NIS MEL IN 277 65 DESTROYED IN ACCIDENT	\$32.14
M00-0356-17	2010	MV Tax Roll	LAPRADE TIMOTHY D 1137 DIAMOND HILL ROAD WOONSOCKET RI 02895	1996	HON UER SC 694 97 ADJUSTMENT DUE TO SUPPORTING DOCUMENTATION	\$34.24
M00-0356-17	2011	MV Tax Roll	LAPRADE TIMOTHY D 1137 DIAMOND HILL ROAD WOONSOCKET RI 02895	1996	HON UER SC 694 97 ADJUSTMENT DUE TO SUPPORTING DOCUMENTATION	\$46.39
M00-0356-17	2012	MV Supplemental	LAPRADE TIMOTHY D 1137 DIAMOND HILL ROAD WOONSOCKET RI 02895		Multiple Items 97 DUE TO SUPPORTING DOCUMENTATION	\$155.65
M00-0356-17	2012	MV Tax Roll	LAPRADE TIMOTHY D 1137 DIAMOND HILL ROAD WOONSOCKET RI 02895		Multiple Items 97 DUE TO SUPPORTING DOCUMENTATION	\$830.47
M00-0356-17	2013	MV Tax Roll	LAPRADE TIMOTHY D 1137 DIAMOND HILL ROAD WOONSOCKET RI 02895		Multiple Items 97 DUE TO SUPPORTIN GDOCUMENTATION	\$487.37
M00-4117-02	2014	MV Tax Roll	ROSADO CRISTIAN J HP 53 ROOM 305 CAMP LEJEUNE NC 28542	2010	HON ACC 422497 57 LEGAL RESIDENCE OUT OF TOWN	\$266.03

Woonsocket, RI

Amendment Report Abatement

NOVEMBER 21, 2016

Status Pending

Page 2

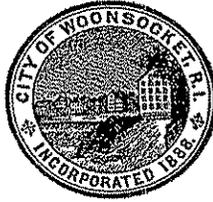
Posting Date / /

Transaction Date / /

Report Printed 11/10/2016 09:32:59 AM

Amendment ID	Abatement	Property Address	Assessment Code	Amount
M00-4117-02	2015A MV Tax Roll	ROSADO CRISTIAN J HP 53 ROOM 305 CAMP LEJEUNE NC 28542	2010 HON ACC 422497 57 LEGAL RESIDENCE OUT OF TOWN	\$456.06
R00-0080-01	2016 RP Tax Roll	BLANCHETTE RENE V & DEBRA A 312 LUCILLE STREET WOONSOCKET RI 02895	45A-031-009 at 312 LUCILLE STREET 96 PRO-RATED HOMESTEAD	\$193.53
R00-0081-65	2016 RP Tax Roll	ELLIOTT SHARON M 25 REBEKAH STREET WOONSOCKET RI 02895	19E-042-044 at 27 REBEKAH STREET 54 HOMESTEAD NOT APPLIED	\$456.59
R00-0208-71	2016 RP Tax Roll	KHAMPHASEUTH ENG &... 73 SUNNYSIDE AVENUE WOONSOCKET RI 02895	03C-074-005 at 73 SUNNYSIDE... 96 PRO-RATED HOMESTEAD	\$138.32
R06-1629-70	2016 RP Tax Roll	TARDIF DENISE Y & CAMILLE M 106 HALSEY ROAD WOONSOCKET RI 02895	57A-057-057 at 106 HALSEY ROAD 96 PRO-RATED HOMESTEAD	\$209.94
R12-7234-80	2016 RP Tax Roll	LEFEBVRE LEO E JR C/O WOONSOCKET AUTO SALVAGE 5 MADISON AVENUE WOONSOCKET RI 02895-5617	420-396-015 at 10 COLUMBUS STREET 79 FIRE DAMAGE PRIOR TO ASSESSMENT DATE	\$966.17
Total				\$4,272.90

City of Woonsocket
Rhode Island



Resolution

November 16th, A.D. 2016

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, the City of Woonsocket has an established policy to rent out parks for non-athletic events that are open to the general public; and

WHEREAS, Neighborworks Blackstone River Valley has secured grant funding for various creative placemaking events that the general public can apply for to hold events in the Island Place neighborhood; and

WHEREAS, the Woonsocket City Council supports the Arts in our community as a positive influence in our downtown area.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF WOONSOCKET, RHODE ISLAND AS FOLLOWS:**

Section 1. Neighborworks BRV is hereby permitted to hold creative placemaking events at River Island Art Park for various dates based on availability.

Section 2. This resolution shall take effect upon passage by the City Council and subject to all necessary approvals and fees imposed by the Parks and Recreation Department.

Garrett S. Mancieri

Building Community through ART & CULTURE Call for Artists

SUMMARY

Woonsocket residents have identified the need to build community within the city, providing residents and visitors with a central hub for rich cultural opportunities. The ARTech District has been identified as this central hub. The District spans from RiverFalls Restaurant to 40 S. Main Street (the Old Mulvey's Hardware store) and includes River Island Arts Park.

NeighborWorks Blackstone River Valley (NWBRV) is providing funding to artists interested in using their talents to build community and make positive physical, economic, or social impacts within the ARTech District through art, culture, and creativity. This is something that is often called Creative Placemaking. It honors the insights of all community members, including the people most often unheard, and promotes a place where all are included and welcomed.

At NWBRV, we define an artist very broadly. Artists can include trained professionals and the self-taught. You can be an artist cooking in your kitchen, in your woodshop, through dance or performance, in the digital space, through more traditional painting and sculpture, or through many other avenues. If you have a creative idea for how to physically, economically, or socially impact and build community, we want to hear it. We also want to ensure that this idea is grounded in the Woonsocket community, and so all proposals should reflect conversations with community residents and those you aim to impact.

GRANT CATEGORIES

Grants ranging from \$250-\$5,000 will be provided to artists to support the following categories:

- Resident Community Building
- Youth Vision
- Community Cultural Vibrancy

All projects are expected to take place within the ARTech District (The District spans from RiverFalls Restaurant to 40 S. Main Street -the Old Mulvey's Hardware store- and includes River Island Arts Park).

Proposals should speak to one of the categories addressing how the idea supports resident community building, highlights youth vision, or amplifies cultural vibrancy within the community. Proposals should also demonstrate how they support the Creative Placemaking values listed below.

CREATIVE PLACEMAKING VALUES

1. *Artists as Leaders* - artists themselves have tools, skills, and talents to lead the path to change
2. *Racial Equity* - we value equity as a whole, but in particular, racial equity to ensure that people of color and those historically marginalized are at the center of transforming their communities
3. *Community-Driven Collaborations* - we prioritize collaborative efforts and believe that residents and communities must identify their own needs and be at the heart of community transformation efforts
4. *Sustainability* – the impact of great projects should be felt long after the project concludes

BACKGROUND

Since 1987, NWBRV has been working with residents, businesses, neighborhood institutions, partners, and communities to enrich neighborhood life and make affordable housing opportunities available throughout Northern Rhode Island. As a community development corporation, NWBRV prioritizes asset-based development that is community-driven with broad resident involvement. Development is more than the bricks and mortar; it encompasses that which moves neighbors from strangers into community.

This Creative Placemaking initiative focuses on bringing this culture and vibrancy to NWBRV's newest development, two historic mill buildings located within the ARTECH District right at the gateway to Downtown Woonsocket. Previously a hub for the arts and technology, NWBRV seeks to reenergize this rich history.

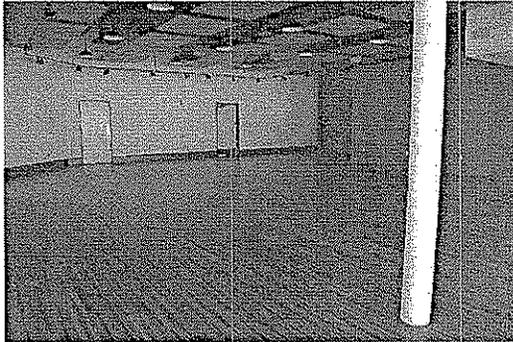
The Kresge Foundation, through The Local Initiative Support Corporation (LISC), has generously provided funding to NWBRV for Creative Placemaking in Woonsocket. These funds will be dedicated to revitalizing the ARTECH District.

THE ARTECH DISTRICT - VISUAL



Event Space - 40 S. Main Street (right) to **Patio - 40 S. Main Street** (left) includes River Island Arts Park (back left)

Perfect for large events- can accommodate up to 125 people. Features screen, sound system, microphone, 11 tables, 80 chairs, 2 restrooms.

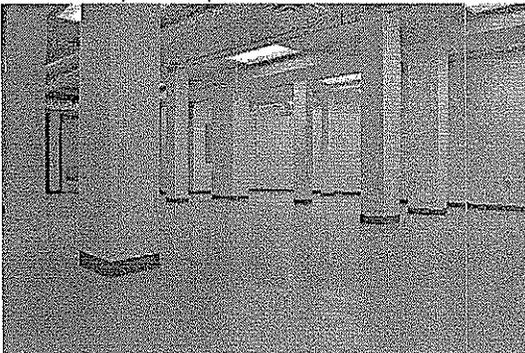


Ideal for outdoor events and vendors. Includes access to event space restrooms and electricity.



Basement – 40 S. Main Street

This space would be ideal for smaller gatherings, classes, retail, or as a gallery space. Features its own restrooms (no tables or chairs provided).



River Island Arts Park

Park full of natural beauty with green open space, a gazebo, stage, concession stand, and restrooms. **REQUIRES ADDITIONAL APPROVAL FROM CITY PARKS & REC.**



APPLICATION

Artists are encouraged to apply for funding to complete a Creative Placemaking project. Applications are due to the final day of each month until all project funds have been disseminated. Proposed projects must be completed by September 2017 and take place within the ARTech District.

Applications will be screened by a review committee for alignment with the spirit of the Call and connection to Creative Placemaking values. Applicants will be notified of proposal status by the 15th of the month following submission.

First Name: First Name

Last Name: Last Name

Phone Number: (XXX) XXX-XXXX

E-mail Address: Insert e-mail address

Project Title: Provide a Title for your Project

Start Date: Project Start Date

End Date: Project End Date

Additional Date Details: If needed, add additional details about the dates of your project, time etc. Provide any additional details about your selected project date/s if needed, including times, etc.

Requested Grant Value: Insert value from \$250 - \$5000

Please include a budget with your completed application. Can include funding for supplies, marketing, food, artist time, permits, etc. Organize budget according to category (marketing, decorating, etc.); we do not require a list of specific items. The cost of space rentals including cleaning fees and utilities for NWBRV properties do not need to be included in your application and will be funded separately. NWBRV can also provide a tablet and credit card reader for retail purposes.

Requested Space: Select the primary space for your project

Select the space that you would like to use for your proposed project: 40 S. Main Street Event Room, 40 S. Main Street Patio, 40 S. Main Street Basement, River Island Arts Park (requires additional reservation process through City Parks and Rec. department. Application can be found at <http://www.woonsocketri.org/parks-recreation/pages/permits-process>), Other. See page 3 for descriptions and images of available spaces

Describe "other" space if selected: What "other" space do you plan to use?

Grant Category: Select the category that best aligns with you proposal

Proposal (Answer each question in no more than one paragraph):

1. Describe your project. What specifically do you plan to do? Who are the intended audiences? What is your timeline for project implementation?
Click here to enter text.
2. How was this project designed with members of the local Woonsocket Community?
Click here to enter text.



BLACKSTONE RIVER VALLEY

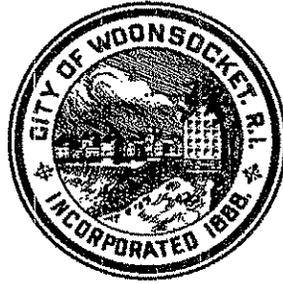
CALL FOR ARTISTS
CREATIVE PLACEMAKING
ARTech DISTRICT

3. How does this project connect with your indicated grant category (Resident Community Building, Youth Vision, or Community Cultural Vibrancy)?
Click here to enter text.
4. How does this project align with the Creative Placemaking values of artists as leaders, racial equity, community-drive collaborations, and sustainability?
Click here to enter text.
5. Please describe your strategy for promoting this project in the Woonsocket community and surrounding area.
Click here to enter text.
6. Share a bit about your background and why you want to do this project and are the right person to implement this project.
Click here to enter text.

Submit: E-mail completed application to mrego@neighborworksbrv.org

If appropriate, include images of your proposal or previous related work for the committee's consideration
Include a detailed budget

City of Woonsocket Rhode Island



November 15, 2016

Resolution

AUTHORIZING THE MAYOR & DIRECTOR OF PLANNING & DEVELOPMENT TO NOMINATE THE LAFAYETTE WORSTED COMPANY ADMINISTRATIVE HEADQUARTERS HISTORIC DISTRICT TO THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, the property commonly known as the 'Old Guard/Guest House' and the 'Victorian Office Building' has been determined as potentially eligible for the National Register of Historic Places; and

WHEREAS, the Rhode Island Historical Preservation & Heritage Commission has recommended that the nomination be listed in a combined application as the "*Lafayette Worsted Company Administrative Headquarters Historic District,*" and

WHEREAS, the historical research and consulting firm of *Connors & Associates* has completed the research and compilation of a Preliminary Determination of Eligibility for the *National Register of Historic Places*, a copy of which is attached hereto and made a part hereof by reference; and

WHEREAS, it appears necessary that the property be listed on the National Register of Historic Places to enable it to attract investors and developers interested in acquiring and redevelopment the properties; and

WHEREAS, the Woonsocket City Council is desirous of the *Lafayette Worsted Company Administrative Headquarters Historic District* being placed on the National Register of Historic Place as an incentive and vehicle for the acquisition and redevelopment of the property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:

SECTION 1. That the Mayor and Director of Planning & Development are authorized and empowered to pursue the nomination and placement of *Lafayette Worsted Company Administrative Headquarters Historic District* Former Woonsocket Middle School on the United States Department of the Interior National Register of Historic Places.

SECTION 2. This Resolution shall become effective upon its passage.

Robert M. Moreau
Council President by request

Exhibit A

NATIONAL REGISTER PRESENTATION

Property: Lafayette Worsted Second Office and Guest House
Vicinity of 60 Florence Drive (at Hamlet Avenue), Woonsocket

Owner: City of Woonsocket
169 Main Street
Woonsocket, RI

Contact: Ned Connors
39 Dyer Avenue
Riverside, RI 02915
401 595-0699

Description: These are the only two surviving buildings of the former Lafayette Worsted plant. The complex of 15 buildings, built out between 1899 and 1948, was substantially demolished by the City of Woonsocket in 2008. The two buildings are sited at the southwest corner of the school property.

Lafayette Guest House (1920). This is a small, 1½-story, 28' x 22', 3-bay brick building resting on a raised basement. Of an understated French Colonial Revival design, it is of irregular plan and sited at the far southwest corner of the former plant (the current middle school property). It was used originally to house visiting officials from the parent company in France. The slate roof is gambreled with a raised, metal-sheathed parapet. Gable dormers have segmental pediments and flat board trim. The City of Woonsocket undertook a sensitive restoration of this building ca. 2010. At that time a new concrete front stairway was built and a retaining wall and sidewalk was poured for the rear entry. The first floor main entry leads into a carpeted conference room that runs the full width of the building. Hard pine wainscoting and original doors were preserved throughout. Although interior treatments are generally understated in this building, of particular note is a wainscoted first story kitchen with glass-front cabinets of hard pine and a large porcelain sink. The building is not in use at this time.

Second Lafayette Office (1923). This is a 50' x 64', 1½-story, brick, center hall plan office building on a granite foundation and raised basement. Executed in a highly-elaborated Second Empire style, white brick and limestone are used as trim and decoration throughout the building. The mansard roof is sheathed in slate with a heavy, dentiled wooden cornice. There are eleven brick segmental arch dormers. These have 8/1 wood frame, double-hung windows set in brick segmental arch openings. Wood frame, "ovale debout" windows are centered on the mansard lower slope. On the ground floor at upper sash height a course of white brick forms a repeating cross design. A thick, granite beltcourse defines the raised basement. A tripartite bay entrance, accessed by a granite stairway opens on the west elevation.

Ground floor windows are wood frame. The upper sash is a complex configuration of three tiers of lights: two tiers of six lights and a lower tier of two lights. The lower sash is a single light. Precisely milled lintels and sills are of limestone. Interior treatments include marble wall panels, varnished oak trim and two marble fireplaces. Significant roof damage has allowed penetration of water, particularly in the rear (easternmost) rooms. This moisture has also caused significant failure of ceiling plaster.

National Register criteria met: A, C

Survey recommendation: These two buildings are significant under **Criterion A** on the local level as surviving artifacts of Woonsocket's "Second Industrial Revolution," a period of massive Franco-Belgian investment in worsted spinning that extended from the 1890s through the 1920s. Three major companies predominated: Lafayette, French Worsted and Desurmont. Only the Desurmont plant survives in part.

The Lafayette Second Office Building is also significant under **Criterion C** as a fine example of a late Second Empire commercial building and an expression of corporate pride in the period of Franco-Belgian investment in Woonsocket worsted manufacture. Further research may attribute its design to Walter Fontaine, a well-known Woonsocket area architect who was under contract with Lafayette during the period of construction to design a freestanding building and a full-floor addition to one of the mill buildings.

Reason for presentation: City of Woonsocket request

Exhibit B

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House • 150 Benefit Street • Providence, R.I. 02903-1209

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Website www.preservation.ri.gov



9 November 2016

Edward Connors
Edward Connors and Associates
39 Dyer Avenue
Riverside, Rhode Island 02915

Re: Lafayette Worsted Company Office and Guest House Buildings
National Register of Historic Places
Preliminary Review

Dear Mr. Connors,

As you are aware, a preliminary presentation of the Lafayette Worsted Company Office and Guest House Buildings was made to the Rhode Island National Register of Historic Places Review Board at the Board's meeting on 12 October 2016. Thank you for providing the information that facilitated the presentation.

After the presentation of information about the properties, the Review Board discussed their potential for listing in the National Register. The Review Board members expressed their interest in the role that the Lafayette Worsted Company and the subject buildings played in industrial and economic development of Rhode Island in the early twentieth century. A discussion about the administrative function of preparing nominations for the two buildings individually or as a two-building district also occurred, with no clear determination made by the Commissioners. Staff of the Rhode Island Historical Preservation and Heritage Commission have since discussed the matter and have determined that, since the two buildings share the same context, are not functionally dependent on each other, and represent - as a pair - the Lafayette Worsted Company, they should be nominated for the National Register as a two-building district called "Lafayette Worsted Company Administrative Headquarters Historic District" or similar.

After discussion, the Review Board voted preliminary approval for the proposed nomination. We look forward to reviewing a nomination for these important buildings. If you have any questions about this matter, please contact me directly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey D. Emidy". The signature is stylized and cursive.

Jeffrey D. Emidy
Deputy Director
Deputy State Historic Preservation Officer

C: N. David Bouley, City of Woonsocket, by email