

**MONDAY, DECEMBER 19, 2016**  
**WOONSOCKET CITY COUNCIL AGENDA**  
**CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING**  
**6:30 PM. – HARRIS HALL**

**PUBLIC HEARING**

- 16 O 127            In amendment of the Code of Ordinances, City of Woonsocket, R.I.,  
Appendix C, Entitled "Zoning" regarding Breweries and Microbreweries.-  
Murray (replacing Councilman Mancieri)

**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 DECEMBER 5<sup>TH</sup> & INAUGURAL MEETING HELD DECEMBER 6<sup>TH</sup>**
6.    **CONSENT AGENDA**  
All items on the consent agenda are indicated with an asterisk (\*).
7.    **COMMUNICATIONS FROM CITY OFFICERS**

16 CO 62\*            From Director of Planning & Development regarding Small Business  
Loan Assistance Program • C.D.B.G.
8.    **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

16 LC 37            Public hearing on application of Class BL Liquor license for All Star  
Pizza, LLC d/b/a All Star Pizza at 800 Providence Street.  
16 LC 38            Application of licenses and renewal of licenses (listing attached).
9.    **COMMUNICATIONS AND PETITIONS**

16 CP 72            Request of Councilman Fagnant to address the following items:  
1. Zoning Board of Review  
2. Trash dumping on railroad tracks and other areas of Woonsocket  
3. City finances and budget discipline  
4. My community meeting to be held on Saturday, February 11, 2017  
2 PM to 4 PM

16 CP 73\*            Monthly order report from CH2M Hill.  
16 CP 74            Request of Councilman Cournoyer to address the following item:  
1. Budget / Financial Condition and Reporting

16 CP 75            A request of Albert G. Brien to address the City Council regarding Zoning  
Ordinance & Councilman Fagnant's prior remarks, Invenergy Proposal &  
Open Meetings Act – Title 42, Chapter 46 RIGL.
10. **GOOD AND WELFARE**  
(Five minute limit, per Council Rules of Order)

**11. ORDINANCES TABLED UNTIL THIS MEETING**

- 16 O 127 In amendment of the Code of Ordinances, City of Woonsocket, R.I., Appendix C, Entitled "Zoning" regarding Breweries and Microbreweries.-Murray (replacing Councilman Mancieri)
- 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.-Murray (replacing President Moreau)

**12. NEW ORDINANCE**

- 16 O 130 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances of the City of Woonsocket.-Gendron

**13. NEW RESOLUTIONS**

- 16 R 164 Reappointing Paul Bourget to the Woonsocket School Committee.-Beauchamp (replacing Councilman Beauchamp)
- 16 R 165 Authorizing the cancellation of certain taxes.-Gendron
- 16 R 166 Granting permission to use city property.-Gendron
- 16 R 167 A resolution authorizing the Mayor to hire attorney Michael Marcello on a consulting basis for a period not to exceed 30 days to handle legal matters pending within the City's Law Department.-Gendron, Brien, Cournoyer, Sierra & Fagnant
- 16 R 168 Authorizing the Mayor & Director of Planning & Development to accept a grant from the Rhode Island Historical Preservation & Heritage Commission to replace the doors at the Museum of Work & Culture.-Gendron
- 16 R 169 Accepting quit claim deed for property located at 189 River Street, Woonsocket, Rhode Island.-Murray
- 16 R 170 Accepting quit claim deed for property located at 203-209 River Street, Woonsocket, Rhode Island.-Murray
- 16 R 171 Authorizing the Mayor to enter into a five-year lease for a Pitney Bowes mail machine.-Gendron

**14. 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 December 15, 2016**

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**NEW LICENSES**

**CLASS F LIQUOR LICENSE**

Senior Services, 84 Social Street (01/13/2017)

**CLASS F-1 LIQUOR LICENSE & ENTERTAINMENT**

St. Stanislaus Kostka Church, 174 Harris Avenue (12/31/2016 – DJ)

**RENEWAL LICENSES**

**QUARTERLY ENTERTAINMENT**

Cooky's Bar & Grille, 1689 Mendon Road (Live Band, DJ, Karaoke)

Dollhouse RI, 579 Front Street (Exotic Female Dancing)

St. Joseph Veterans Association, 99 Louise Street (Live Band, DJ, Karaoke)

Our Pad, 446 River Street (Live Band, DJ, Karaoke)

Woonsocket Bowling Center/Back Alley Pub, 1666 Diamond Hill Road (Live Band, DJ, Karaoke)

Woonsocket Lodge of Elks #850, 380 Social Street (Live Band, DJ, Karaoke)

Monday, December 5, 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, December 5, 2016 at 7 P.M.

All members are present.

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: Norm Messier, Rev. Cynthia Farrow, Denise Potvin, Carol Pichette, Barry Craig, Stephanie Sloman, Susan Kirwan and John Reynolds, Jr.

Upon motion of Councilman Jalette seconded by Councilman Gendron it is voted that the minutes of the regular meeting held November 21<sup>st</sup> be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Jalette seconded by Councilwoman Murray 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 M 11 A communication from Mayor appointing Scott MacLennan as second alternate member of the Zoning Board of Review.
- 16 CO 60 Opinion of City Solicitor regarding claim of Zenon Bauzyk.
- 16 CO 61 Opinion of City Solicitor regarding property damage claim of Robert Comeau.
- 16 LC 36 Upon motion of Councilman Jalette 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 entertainment license, 1 application for renewal of police constable license, 8 applications for renewal of quarterly entertainment license, 3 applications for renewal of first class victualing license, 1 application for renewal of second class victualing license and 2 applications for renewal of rooming house license
- 16 CP 71 A request of Vice President Brien to address the following items: Auto Tax Refund (Ordinance 16-O-113), response to Councilman-elect Richard Fagnant regarding Zoning Board of Review, Broadway junkyard, blight account and RISE Mayoral Academy.

The following remarks are made under good and welfare:

Councilman Jalette spoke about Missy's Restaurant and congratulated them on their service to the community and the fine job they are doing, he questioned their CDBG request for funds.

Councilman Mancieri reflected on his life and his years of service with the City, stated that he was proud of his accomplishments. He wishes the council members and administration well, extends his support. He thanks his family and the citizens of Woonsocket.

President Moreau thanked the citizens of Woonsocket for the opportunity to serve on the council for the last five years and other positions. He thanked voters for their support and trust. He thanked administration and Mayor for their hard work through the good and the rough times.

Councilwoman Murray thanked the Main St. Stroll committee and all who participated and attended the event. She congratulated Councilman Mancieri for his continuous engagement. She thanked President Moreau for giving his word and keeping it. She thanked councilors for their mentorship.

Councilman Beauchamp congratulated the outgoing councilors for their knowledge, experience and passion and love for the City. He expressed continued involvement.

Councilman Brien expressed sincere gratitude to the people of Woonsocket for his five years of service. He cited a quote from former President Teddy Roosevelt. He congratulated the councilors that prevailed and gave thanks to the former councilors. He stated a friendship has evolved and was made easy by the administration. He wished everyone a happy holiday.

Councilman Gendron congratulated the stroll committee and citizens who came out and stated that it was the best yet. He recognized Rep. Casey and his wife Deb for their steadfast participation. He conveyed his condolences to family of Rick Roberts during their difficult time. He gives well wishes to his former councilors and thanks them for their friendship.

16 O 114 An ordinance in amendment of Code of Ordinances, City of Woonsocket entitled "Zoning" regarding fencing permits which was passed for the first time on November 7<sup>th</sup>, is read by title, and

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

16 O129 An ordinance in amendment of Code of Ordinances, Chapter 15 entitled "Parks and Recreation" is read by title, and

A motion is made by Councilman Mancieri seconded by Councilwoman Murray that the ordinance be passed for the first time, however, before this is voted on

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

16 O 130 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket is read by title, and

A motion is made by Councilman Gendron seconded by Councilors Beauchamp and Murray that the ordinance be passed for the first time, however before this is voted on,

Upon motion of Councilwoman Murray seconded by Councilman Gendron it is voted that the ordinance be amended as follows: In Sections 1 and 2 delete "12 midnight" and in its place insert "1 A.M.". This amendment is voted on and passed unanimously on a roll call vote. The ordinance, as amended, is then voted on and passed for the first time, a roll call vote on same being unanimously.

16 R 163 A resolution authorizing the cancellation of certain taxes is read by title, and

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

16 R 164 A resolution reappointing Paul Bourget to the Woonsocket School Committee is withdrawn.

Upon motion of Councilman Brien seconded by Councilman Mancieri it is voted that the meeting be and it is hereby adjourned at 9:05 P.M.

Attest:

Christina Harmon-Duarte

City Clerk

**Tuesday, December 6, 2016**

At an organizational meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island at the Stadium Theatre, 28 Monument Square at 8:00 P.M.

City Clerk Christina Harmon-Duarte presides and calls the meeting to order.

The following persons have been sworn in and are in attendance: Christopher A. Beauchamp, Jon D. Brien, James C. Cournoyer, Richard J. Fagnant, Daniel M. Gendron, Melissa A. Murray and Denise D. Sierra.

Rev. Deacon N. David Bouley gave the invocation.

The Clerk requested nominations for council president.

Councilman Cournoyer nominates Councilman Gendron. There were no further nominations.

A roll call was held on the nomination of Councilman Gendron and Councilman Gendron was appointed council president on a 5-2 vote with Councilors Murray and Beauchamp voting no.

President Gendron presides over the remainder of the meeting.

Councilman Cournoyer nominates Councilman Brien for council vice president.

A roll call was held on the nomination of Councilman Brien and Councilman Brien was appointed council vice president on a 5-2 roll call vote with Councilors Beauchamp and Murray voting no.

Upon motion of Councilwoman Murray seconded by Councilman Cournoyer it is voted that the rules of order of the city council be adopted as presented, a voice vote on same being unanimous.

16 M 165 A resolution appointing Thomas M. Dickinson as Municipal Court Judge for the City of Woonsocket is read by title, and

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

16 M 166 A resolution reappointing Howard S. Portney as Probate Judge for the City of Woonsocket is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the resolution be passed, a voiced vote on same being unanimous.

16 M 167 A resolution appointing Lloyd R. Gariepy as alternate municipal court judge for the City of Woonsocket is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Fagnant it is voted that the resolution be passed, a voice vote on same being 5-0 with Councilors Brien and Gendron recusing themselves from the vote.

16 R 168 A resolution approving the appointment of Michael Marcello as City Solicitor is read by title, and

A motion is made by Councilwoman Murray seconded by Councilman Beauchamp that the resolution be passed, however, before this is voted on

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the resolution be amended as follows: at end of section 1 insert "until March 1, 2017", however this motion was defeated on a 5-2 roll call vote with Councilors Beauchamp and Murray voting yes.

The resolution was then voted on and defeated on a 6-1 roll call vote with Councilwoman Murray voting yes.

16 R 169

A resolution reappointing Christina Harmon-Duarte as City Clerk is read by title, and

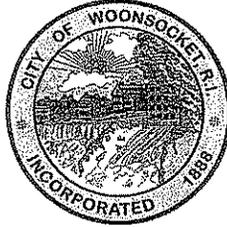
Upon motion of Councilwoman Murray seconded by Councilman Brien it is voted that the resolution be passed, a voice vote on same being unanimous.

Upon motion of Councilwoman Murray seconded by Councilman Cournoyer it is voted that the meeting be and it is hereby adjourned at 8:30 P.M.

Attest:

Christina Harmon-Duarte

City Clerk



**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

December 9, 2016

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

**Subject: Small Business Loan Assistance Program • C.D.B.G.**

Dear Councilors:

At your meeting on Monday, December 5, 2016, Councilman Roger G. Jalette questioned the handling of Missy's Restaurant as an applicant under the Small Business Assistance Loan & Façade Rehabilitation Programs of the City's Community Development Block Grant Program. Councilor Jalette indicated that he felt the owner/operator of Missy's had not been properly served as he anticipated they would be under the Program. For the record, I would like to state the following:

- Staff of the Department introduced the owner/operator of Missy's to the professional business staff of the Rhode Island Small Business Development Program, located at the University of Rhode Island. Mr. Dennis E. McCarthy, Regional Director Providence/Northern met with the owner/operators and assisted them in the development of a business program/plan which enabled them to provide concise and useable pro-forma information necessary to approach a local financial institution needed to assist them in the finance purchase analysis.
- Staff of the Department assisted the owner/operator in providing information and clarification to that local financial institution in securing the assistance necessary to secure ownership of the 112 Brook Street property.

Letter to: Honorable City Council  
City of Woonsocket, Rhode Island  
December 9, 2016  
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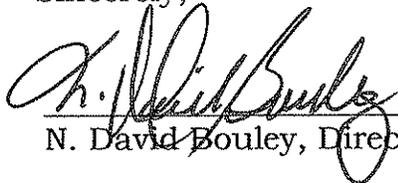
More to the point, while the local financial institution provided the financing necessary to complete the acquisition, the CDBG Small Business Assistance Loan program provided a low-interest loan to the subject owner/operator in the amount of \$40,000 on July 18, 2016 at an interest rate of .05% with a variable payment schedule designed to meet the applicant's needs. It is our understanding that the proceeds from the loan were to be use to undertake a number of improvements around the property, including a handicap-accessible ramp.

Finally, it should be noted that the Department did not deny funds under the CDBG Program, but rather provided a low interest loan of \$40,000 and deferred action of any further funding to a later date depending on the availability of funds. This was due to the large number of requests which the City has received for the limited funds available.

The Department of Planning & Development, as administrator of the Community Development Block Grant Program, is conscious of its responsibilities to fairness and equity in the implementation of all its functions and is currently holding public meeting to assess the needs of the community and how best they can be served by the CDBG Program. We look forward to providing you with a funding allocation recommendation which meets the needs and expectations of the citizens and taxpayer of Woonsocket.

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,

  
\_\_\_\_\_  
N. David Bouley, Director

xc: Honorable Lisa Baldelli-Hunt, Mayor  
Christopher V. Carcifero, Deputy Director • Housing & CD

LIQUOR LICENSE APPLICATION

CITY CLERK'S OFFICE  
WOONSOCKET, RI 02895

DATE: 11-29-16

ADVERTISING FEE: \$225.00 ✓  
LICENSE FEE: \$250.00

All Star PIZZA LLC.  
Name of Corporation or Individual)

All Star PIZZA  
d/b/a, if any)

800 Providence Street Woonsocket, RI respectfully prays  
Location of Establishment)

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

✓ Phone Number: 401-954-0748 Mail License to: 1366 Douglas Pike  
401-954-0748 Smithfield, R.I. 02917

MUST APPEAR IN CITY COUNCIL ON: December 19, 2016  
\_\_\_\_\_, 20\_\_\_\_

Mia Kyuma  
Signature of Applicant

Brian S. Seagrave  
Print Name

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

In City Council

In City Council

\_\_\_\_\_

December 19, 2016

Read and ordered advertised.

Petition

\_\_\_\_\_

\_\_\_\_\_

Date Paid: 11/29/16

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

CK \$225.00

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) All Star PIZZA LLC.

D/B/A: All Star PIZZA

Address of Premise: 800 Providence St. Woonsocket, R.I. 02895

Incorporated in what State? Rhode Island Date of Incorporation: 5-1-2016

Name, Address and Telephone Number of all Officers:

President: N/A Brian Seagrave 1366 Douglas Pike, Smithfield, R.I 02917.

Vice President: N/A

Secretary: N/A

Treasurer: N/A

Name and Addresses of all Directors or Board Members:

Brian Seagrave 1366 Douglas Pike  
Smithfield, R.I. 02917

Classes of Stock:

(a) Amount of Each Authorized: 0

(b) Amount of Each Issued: 0

Names and Addresses of all Registered Owners of each class and amount owned: (attach list if necessary)

N/A

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:

NONE

Does applicant own premises? Yes__ No <input checked="" type="checkbox"/>	Is property mortgaged? Yes__ No <input checked="" type="checkbox"/>	Is property leased? Yes <input checked="" type="checkbox"/> No__
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Give name and address of Mortgagee or Lessee and amount of extent:

Ortiz RE, Dev.  
800 Providence St. Woonsocket, R.I. 02895 \$1000/month

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: Food Business

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: All Star PIZZA / 417 Broad St. Cumberland R.I. 02864

Is Applicant the owner or operator of any other business? If YES explain: SAME AS ABOVE

State amount of capital in the business. \$ 75,000.00

Does applicant have draft system? YES  NO

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

[Signature]  
Applicants Signature

11/29/2016  
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)

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F LIQUOR LICENSE

Senior Services, 84 Social Street (01/13/2017)

CLASS F-1 LIQUOR LICENSE & ENTERTAINMENT

St. Stanislaus Kostka Church, 174 Harris Avenue (12/31/2016 – DJ)

RENEWAL LICENSES

QUARTERLY ENTERTAINMENT

Cooky's Bar & Grille, 1689 Mendon Road (Live Band, DJ, Karaoke)

Dollhouse RI, 579 Front Street (Exotic Female Dancing)

St. Joseph Veterans Association, 99 Louise Street (Live Band, DJ, Karaoke)

Our Pad, 446 River Street (Live Band, DJ, Karaoke)

Woonsocket Bowling Center/Back Alley Pub, 1666 Diamond Hill Road (Live Band, DJ, Karaoke)

Woonsocket Lodge of Elks #850, 380 Social Street (Live Band, DJ, Karaoke)

**CITY OF WOONSOCKET**  
**RHODE ISLAND**

MAKE

LEGISLATIVE DEPARTMENT

WOONSOCKET

COUNCILMAN

GREAT AGAIN

RICHARD J. FAGNANT

Cell (401) 309-9288

88 Coe Street

Woonsocket, RI, 02895

email:fagnantcouncilman2016@cox.net

December 12, 2016

City Clerk Ms. Christina Harmon-Duarte

Re: December 19, 2016 City Council Meeting

Dear Madame Clerk,

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

1. Zoning Board of Review
2. Trash Dumping on railroad tracks and other areas of Woonsocket.
3. City Finances and Budget Discipline
4. My community Meeting to be Held on Saturday February 11, 2017 2 PM to 4 PM

Respectfully,



Richard J. Fagnant

Woonsocket City Councilman



CH2M

11 Cumberland Hill Rd  
Woonsocket, RI 02895  
Tel 401.356.1466  
Fax 401.356.1478

December 1, 2016

The Honorable City Council  
City Hall  
Legislative Chambers  
169 Main Street  
Woonsocket, RI 02895

**Subject: November 2016 Odor Report**

Dear Councilors,

There were ten odor complaints filed with the Woonsocket Regional Wastewater Commission during the month of November 2016.

CH2M meets with the City and Synagro on a weekly basis to coordinate operations and to discuss odor and noise complaints and the related causes, facility upgrade issues and any other issues that arise.

I've attached graphs of monthly odor complaints received since January of 2013 and yearly complaints received since 2008.

If you have any questions or require additional information, please call me at 401.356.1468.

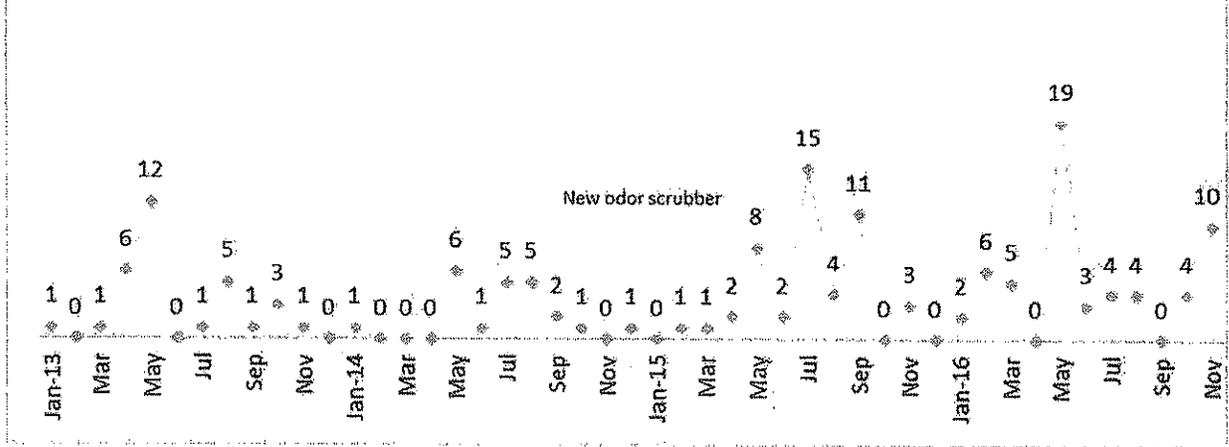
Respectfully,

Jim Lauzon  
CH2M Project Manager

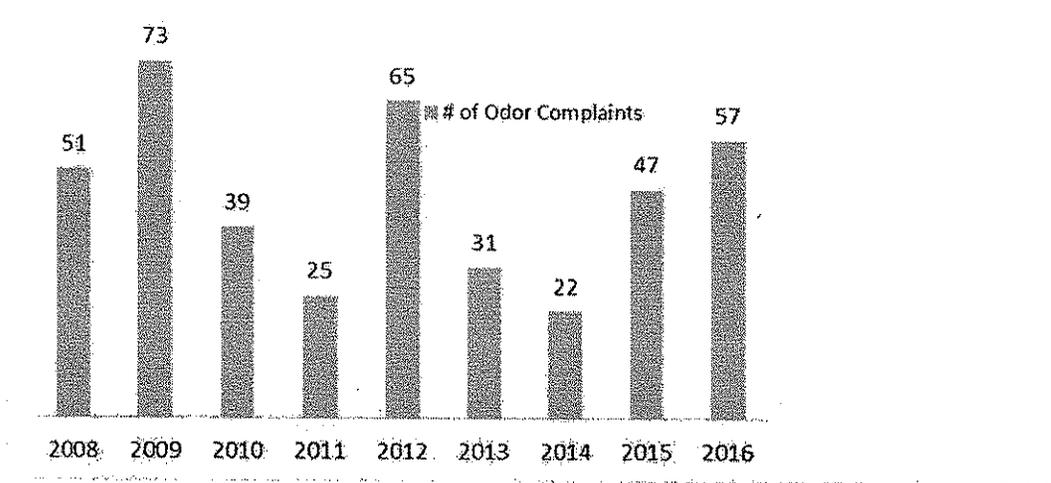
cc: Steve D'Agostino, City of Woonsocket  
Adel Banoub, City of Woonsocket  
City Councilor Garrett Mancieri  
Christina Duarte, City of Woonsocket  
Kevin Handley, Synagro Plant Manager  
Alex Pinto, RIDEM, Office of Water Resources  
Ted Burns, RIDEM, Office of Air Resources  
Chris John, RIDEM Office of Compliance  
Laurie Toscano, Weston & Sampson  
Kevin Dahl, CH2M  
File

Att: Monthly and Yearly odor complaint graphs  
November 2016 odor complaint report

### Woonsocket Odor Complaints by Month



### Woonsocket Odor Complaints by Year





Report Criteria

- Complete is between '11/1/2016' AND '11/30/2016'
- Repair Center is Woonsocket
- Problem is Odor Complaint, Odor Complaints or Odor Complaints

Date/Time of Complaint	Work Order #	Customer Name	Day	Address	Reason	Labor Report	Wind Direction	Wind Speed	Temperature
UDF Field 6: 11/2/2016									
11/2/2016 7:35:00 AM	WOO-1015835	Frank Mancieri	Wednesday	372 Congress St.	Smell in the air all up & down Congress St. area	CH2M - Checked around plant for unusual odors, used the Jerome meter to check for H2S. Checked out ok. pH and ORP within range on the AMBI scrubber. Synagro - Walked area, scrubbers ok. Slight smell from primary tanks.	E	0 mph, gusts 18	60 deg F
UDF Field 6: 11/12/2016									
11/12/2016 12:20:00 PM	WOO-1019823	Frank Mancieri	Saturday	372 Congress St.	There is an odor outside my door and the neighborhood but the smell stopped at the end of the street at Cumberland Hill Rd.	CH2M - Took Jerome meter readings at primaries and related areas; Rechecked pH at Ambi scrubber, confirmed Ambi scrubber operation. Synagro - Inspected facility. Notified manager.	ENE	0 mph, gusts 30	46 deg F
11/12/2016 1:51:00 PM	WOO-1019925	Ray Bruneault	Saturday	275 Cumberland Hill Rd.	Tenant moving in, reconsidering. How do we rectify the problem, requests a call back from Synagro.	CH2M - Inspected facility, took Jerome meter readings, confirmed proper operation of the Ambi scrubber. Performed field investigation to determine if there were any excessive odors. Synagro - Inspected facility. Contacted manager to return call to complainant.	ESE	1 mph, gusts 30	44 deg F
UDF Field 6: 11/14/2016									
11/14/2016 5:30:00 PM	WOO-1020223	Bruneault, Ray	Monday	375 Cumberland Hill Rd.	It smells	CH2M - Inspected facility and took Jerome meter readings, all 0 parts per million	E	1 mph, gusts 15	44 deg F
UDF Field 6: 11/16/2016									
11/16/2016 2:50:00 PM	WOO-1021287	Ray Bruneault	Wednesday	375 Cumberland Hill Rd.	Plant smells bad, has for a couple of weeks. Please find the cause and call to explain the plan to rectify the situation.	CH2M - Inspected facilities, primaries and scum wells. Took readings with the Jerome meter, confirmed proper scrubber operations. Sam's Trucking cargo truck arrived at the plant at the time of the complaint. Synagro - No unusual odors or activities at the time of inspection.	SE	1 mph, gusts 25	48 deg F
UDF Field 6: 11/21/2016									
11/20/2016 9:00:00 PM	WOO-1022353	Frank Mancieri	Monday	372 Congress St.	Smells of swill	CH2M - Checked all scrubbers and screenings pumpster, no odors. Checked the entire site, nothing.	E	12 mph, gusts 45	37 deg F
11/21/2016 2:45:00 PM	WOO-1022605	Frank Mancieri	Monday	372 Congress St.	Smells gross	CH2M - Inspected facility with Jerome meter and did not register any odors, 0 PPM. There was a truck broke down in front of Primary Clarifier #1 which caused a truck to have to wait about 30 minutes to offload.	NE	0 mph, gusts 45	34 deg F
UDF Field 6: 11/22/2016									
11/22/2016 2:05:00 PM	WOO-1022831	Frank Mancieri	Tuesday	372 Congress St.	At Little General, reeking odor of garbage or whatever you want to call it. This seems to be a daily event.	CH2M - Inspected facility, conducted H2S monitoring with the Jerome meter, no registered recordings. No unusual odors detected. Drained carbon scrubber, checked Ambi scrubber. Synagro - Kevin Handley - As I walked down Cumberland Hill Rd from Little General to Congress St, I detected the "garbage odor" at I believe it's called Bean where they service trucks - there were garbage trucks in there. Also smelled a spray paint smell. The previous evening following Franks call, I stood at the bottom of Congress St for about 10 minutes also randomly smelling that same garbage smell along with other variety of odors. Updated KH: As I walked down Cumberland Hill Rd from Little General to Congress St, I detected the "garbage odor" at I believe it's called Bean where they service trucks - there were garbage trucks in there. Also smelled a spray paint smell. The previous evening following Franks call, I stood at the bottom of Congress St for about 10 minutes also randomly smelling that same garbage smell along with other variety of odors	SE	13 mph, gusts 33	34 deg F
UDF Field 6: 11/28/2016									
11/28/2016 11:30:00 AM	WOO-1025440	Frank Mancieri	Monday	372 Congress St	At the bottom of Congress St and turning onto Cumberland Hill Rd, it smells like human waste.	CH2M - Inspected facility and took hydrogen sulfide readings at problem areas with Jerome meter. No recordings or unusual odors. Verified proper scrubber operation, drained carbon scrubber. Scum wells are low. Synagro - Inspected facility, Kevin Handley to arrange a meeting with Mr Mancieri.	E	4 mph, gusts 18	48 deg F
UDF Field 6: 11/29/2016									
11/29/2016 11:22:00 AM	WOO-1026045	Frank Mancieri	Tuesday	372 Congress St	Smells like swill	CH2M - Inspected facility, no unusual odors. Took hydrogen sulfide readings, no recordable readings registered. Confirmed proper operation of odor scrubbers. Synagro - Both scrubbers working fine. Kevin Handley and Steve Carson took a ride to check the area around plant, F. Mancieri unable to meet with them. In previous	W	1 mph, gusts 19	50 deg F

Date/Time of Complaint	Work Order #	Customer Name	Day	Address	Reason	Labor Report	Wind Direction	Wind Speed	Temperature
						days garbage trucks were observed in Bean's Truck Repair garage.			

**Duarte, Chris**

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**From:** jcournoyer9999@verizon.net  
**Sent:** Thursday, December 15, 2016 9:22 AM  
**To:** Duarte, Chris  
**Subject:** Agenda Item for Dec 19 2016

December 15, 2016

Dear Madam Clerk:

For the December 19, 2016 City Council meeting, please add my name under Communications and Petitions to address the following item:

1 - Budget / Financial Condition and Reporting

Thank you,  
James Cournoyer

**Duarte, Chris**

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**From:** Albert Brien [albertbrien@yahoo.com]  
**Sent:** Thursday, December 15, 2016 10:46 AM  
**To:** Duarte, Chris  
**Subject:** Section 10,City Charter

Madam Clerk:

Pursuant to the above-referenced, I respectfully request to be heard re:  
1-Zoning Ordinance & Councilman Fagnant's prior remarks 2-Invenenergy Proposal 3-Open Meetings Act -  
Title 42, Chapter 46 RIGL

Albert G. Brien  
513 South Main Street  
Woonsocket, Rhode Island

City of Woonsocket,  
Rhode Island



Ordinance

October 27th, A.D. 2016

**In Amendment of the Code of Ordinances, City of Woonsocket, R.I,  
Appendix C, Entitled, "Zoning" regarding Breweries and Microbreweries**

**WHEREAS,** the City of Woonsocket desires to encourage the start up or expansion of businesses which would bring investment, jobs, and visitors to the City; and

**WHEREAS,** R.I. General Law 3-6-1 was recently amended to allow breweries and microbreweries to serve not in excess of 288 oz per visitor/per day at their establishment; and

**WHEREAS,** the City of Woonsocket wishes to remain competitive with surrounding communities in Rhode Island for these businesses which have adopted similar zoning changes to streamline the establishment and expansion of breweries.

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

**Section 1.** The Code of Ordinances, City of Woonsocket, Appendix C., Entitled "Zoning" is hereby amended as follows:  
In §§ 4.7 Industrial Uses.

	R-1	R-2	R-3	R-4	MU-1	MU-2	C-1	C-2	I-1	I-2	PR-1	PR-2
14. Brewery or microbrewery	NP	NP	NP	NP	S	P	P	P	P	P	NP	NP

In §§ 18.1 Definitions.

**Brewery.** A building or establishment where beer or other malt liquors is produced.

**Microbrewery.** A brewery that produces less than 15,000 barrels of beer a year and at least 75% of the beer is sold off site.

**Section 2.** The City Council was 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 a total of three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice was to be 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 said commencement;

- (2) Indicated the amendment(s) of the comprehensive plan and of the zoning ordinance, or part thereof, were under consideration;
- (3) Contained a statement of the proposed amendment(s) to the ordinance and map once in its entirety, with a second and third publication referencing 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 or 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 provided; 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 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 was sent by the City Clerk to the Associates 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 if any city or town to which one (1) of the following pertain:

- (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, within two thousand (2,000) feet of any real property that is the subject of a proposed zoning change, regardless of municipal boundaries.

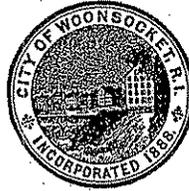
**Section 5.** At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above was sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company has riparian rights to a surface water source and/or surface watershed that is used or 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 the proposed zoning change, provided however, that the governing body 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 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 part of Ordinances inconsistent are herewith and hereby repealed.

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Melissa A. Murray  
City Council  
(replacing Councilman Mancieri)

# 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.

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~~Robert Moreau~~ Melissa A. Murray  
 City Council ~~President~~  
 By Request of the Administration  
 (replacing President Moreau)

IN CITY COUNCIL November 21, 2016 - Read by title and tabled.

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: \_\_\_\_\_

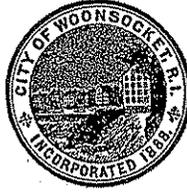
In the presence of:

Witness: \_\_\_\_\_

Signed: \_\_\_\_\_, Tenant Date: \_\_\_\_\_

DRAFT

City of Woonsocket  
Rhode Island



December 5, A.D. 2016

Ordinance

Chapter

**IN AMENDMENT OF CHAPTER 17 ENTITLED, "TRAFFIC" OF THE  
CODE OF ORDINANCES OF THE CITY OF WOONSOCKET**

**WHEREAS,** The Public Safety Director has determined that prohibition of overnight parking in these areas to be in the best interest of the City and its residents.

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

**SECTION 1.** That Section 17-129 entitled, "Monument Square Parking Lot (public parking ground between Main Street and the rear of Church Street)" of Chapter 17 entitled, "Traffic" of the Code of Ordinances is hereby amended as follows:

It shall be unlawful for any person to park a vehicle ~~for a longer period of time than two (2) hours~~ between the hours of 12:00 midnight and 6:00 a.m., ~~except Sundays and holidays,~~ from Main Street to Joseph Court. ~~Provided, however, that all day parking is allowed in the rear lot, to be so designated by appropriate signage.~~

**SECTION 2.** That Section 17-129.1 entitled, "Monument Square Upper Parking Lot" of Chapter 17 entitled, "Traffic" of the Code of Ordinances is hereby amended as follows:

It shall be unlawful for any person to park a ~~commercial or combination~~ vehicle from ~~11:00 p.m.~~ 12:00 midnight to 6:00 a.m.

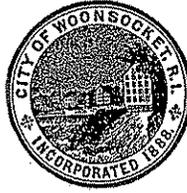
**SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

~~Robert Moreau~~ Daniel M. Gendron  
City Council President  
By the Request of the Administration  
(replacing President Moreau)

IN CITY COUNCIL December 5, 2016 - Read by title, amended and passed for the first time as amended.

AMENDMENT: In Sections 1 and 2 delete "12 midnight" and in its place insert "1 A.M."

City of Woonsocket  
Rhode Island



December 5, A.D. 2016

Resolution

**REAPPOINTING PAUL BOURGET TO THE  
WOONSOCKET SCHOOL COMMITTEE**

**WHEREAS,** pursuant to Woonsocket Home Rule Charter, Chapter XIV, Section 2, the School Committee shall be appointed by the Mayor with approval of the City Council; and

**WHEREAS,** Mr. Bourget was initially appointed to replace former Chairman, George Lacouture on December 7, 2015. Mr. Bourget's term will expire on December 16, 2016.

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

**SECTION 1.** The Mayor, with the approval of the City Council, hereby reappoints the following individual and for the following term:

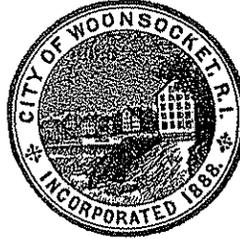
Paul Bourget	Three (3) year term
365 Elm Street	Expiring 12/16/19
Woonsocket, RI 02895	

**SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Christopher Beauchamp  
City Council  
By the Request of the Administration  
(replacing President Moreau)

# City of Woonsocket Rhode Island



December 19, 2016 A.D.

## 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.

---

Daniel M. Gendron  
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 <sup>st</sup>
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

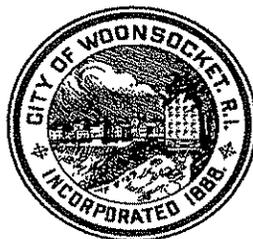
DECEMBER 19, 2016

Amendment Report Abatement  
 Status Pending  
 Page 1

Posting Date / /  
 Transaction Date / /  
 Report Printed 12/13/2016 09:54:23 AM

M00-4087-68	2016 MV Tax Roll	SMITH KENTON L 141 BURNSIDE AVE APT 2 WOONSOCKET RI 02895	2000 ACU 35R 418151	65 DESTROYED IN ACCIDENT	\$145.47
R00-0038-42	2016 RP Tax Roll	UM MALY 15 VOSE STREET WOONSOCKET RI 02895	10G-146-011 at 15 VOSE STREET	96 PRO RATED HOMESTEAD	\$60.84
R04-7975-50	2016 RP Tax Roll	JENSEN LINDA ANN & COTTRILL GAIL ANN 101 PELLETIER AVENUE WOONSOCKET RI 02895	04F-196-037 at 101 PELLETIER...	96 PRO-RATED HOMESTEAD	\$83.36
T00-0212-35	2016 Tng Tax Roll	J & J SALES & MARKETING INC 191 SOCIAL ST STE 740 WOONSOCKET RI 02895	J & J SALES & MARKETING INC	69 OUT OF BUSINESS	\$237.56
T00-1501-97	2016 Tng Tax Roll	MRD LANDSCAPING & LAWNCARE 41 HEBERT AVENUE WOONSOCKET RI 02895	MRD LANDSCAPING & LAWNCARE	68 DOUBLE TAX ON BUSINESS	\$116.45
				Total	\$643.68

CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

December 8, 2016

**GRANTING PERMISSION TO USE CITY PROPERTY**

**WHEREAS,** Community Care Alliance wishes to utilize certain property of the City, to wit, River Island Park, on Saturday, October 14, 2017 from 7:30 A.M. to 11:30 A.M., for the purpose of holding its Annual Shelter Walk.

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

**SECTION 1.** Community Care Alliance is hereby permitted to utilize River Island Park, on Saturday, October 14, 2017 from 7:30 A.M. to 11:30 A.M., for the purpose of holding its Annual Shelter Walk.

**SECTION 2.** This resolution shall take effect upon its passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Director of Public Works. Applicant will obtain a permit from the Recreation Director upon payment of fees.

---

Daniel M. Gendron

# CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

## **Available Parks and Ammenties Include:**

**Park List :** River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa  
**Restrooms:** River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer  
**Concession Stand:** River Island & River's Edge.  
**Power:** River Island, River's Edge, Dunn Park, Costa, Cold Spring  
**Stages/Gazebo:** River Island & Cold Spring

**Park Choice:** River Island Park

**Date of event:** 14-Oct-17

**Rain date:** N/A

**Hours of event:** 9-11:30

7:30-11:30  
*(Arrival to set up time)*

**Description of event:** k- Beneft Woonsocket Shelter

**Expected attendance: #** 400

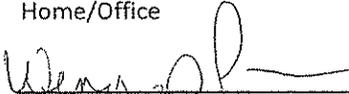
### Fee Schedule:

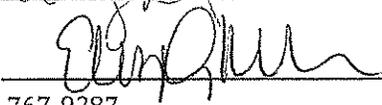
	<u>Mon - Sat</u>	<u>Sunday</u>		
Small Tent	\$175	\$225	175	
Large Tent	\$1,100	\$1,500		
Event Attendants	\$30/hr	\$38/hr	120	*
Picnic Tables	\$33 each	\$45 each		
Folding Tables	\$10 each	\$13 each		***
Chairs	\$1 each	\$1.33 each		***
Concession Stand	\$50	\$75	50	
Power	\$25 per location	\$25 per location	25	
<b>**Admin. Fees</b>	<b>\$35</b>	<b>\$35</b>	<b>\$35</b>	<b>NON-REFUNDABLE</b>
		<b>Total for Event</b>		

**Applicant/ Contact Person Name:** Wendy Pires

**Address:** P.O. Box 1700  
Woonsocket, RI 02895

**Phone #:** 401-235-7245  
Home/Office Cell

**Applicant Signature:**  **Date:** 10/18/16

**Parks Director**  **Date:** 12/8/16

**Call for Availability** 767-9287

\$35 Pires  
Check

payment type

\* Attendent(s) required for events with food of 50p or more for a minimum of 4 hrs towards end of event.  
 \*\*Administration fee due at time of application. Balance is due one week prior to event.  
 \*\*\*Events with table/chair rental, and/or access to facilities or power, require an attendant for the duration of the event, plus time for setup and break down

Community  
CareAlliance



empowering people  
to build better lives

401.235.7000

CommunityCareRI.org

PO Box 1700 Woonsocket, RI 02895

celebrating **125** years 1891-2016

November 23, 2016

Elizabeth Kerrigan  
Woonsocket Parks & Recreation  
City of Woonsocket  
169 Main Street  
Woonsocket, RI 02895

Dear Ms. Kerrigan,

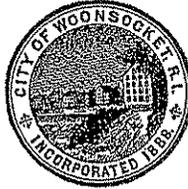
Enclosed is the completed Facilities Form and deposit check for Community Care Alliance's ShelterWalk event at River Island Park on Saturday, October 14, 2017. Please note, for appropriate coverage on the day of, that we are requesting the use of tables for the event and will cover the cost of the number listed.

As always, thanks so much for your assistance.

Sincerely,

Wendy Pires  
Event & Volunteer Coordinator

City of Woonsocket  
Rhode Island



December 15, A.D. 2016

Resolution

**A RESOLUTION AUTHORIZING THE MAYOR TO HIRE ATTORNEY  
MICHAEL MARCELLO ON A CONSULTING BASIS FOR A PERIOD NOT TO  
EXCEED 30 DAYS TO HANDLE LEGAL MATTERS PENDING WITHIN THE  
CITY'S LAW DEPARTMENT**

- WHEREAS,** the Administration requested, and the Council approved on June 6, 2016, an FY 2017 Law Department Budget that provided funding and headcount for one full-time Solicitor, one part-time attorney, one full-time legal assistant and one full-time legal secretary; and
- WHEREAS,** the Solicitor's position is currently vacant, pending a recommendation from the Mayor and approval from the Council; and
- WHEREAS,** the Administration did not fill the requested and budgeted part-time attorney position; and
- WHEREAS,** there are certain tasks and activities within the Law Department that require the attention of an attorney, and
- WHEREAS,** the Mayor has requested that the City Council authorize the hiring of the City's former Solicitor, Mr. Michael Marcello, on a limited and consulting basis to assist with the handling of certain tasks within the Law Department

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

- SECTION 1.** The City Council authorizes the Mayor to procure the legal services of Attorney Michael Marcello, on a consulting basis (i.e. not as an employee of the City) at a rate of \$85.00 per hour for a period not to exceed 30 days from the date that is one day following the passage of this resolution; provided that the total costs of such services to be billed to and paid by the City shall not exceed \$15,000.
- SECTION 2.** The Mayor shall within two days following the date of passage of this resolution provide the Council President, with a copy to the full Council, a written summary of immediate and critical tasks within the Law Department that she believes requires the attention of Mr. Marcello ("Scope of Work").
- SECTION 3.** The Council President shall review the Scope of Work and, within two days of receipt, shall return the Scope of Work, amended with any changes he deems appropriate, to the Mayor ("Final Scope of Work"), with a copy to the full

Council, which Final Scope of Work shall define the scope of work to which Mr. Marcello shall be limited to; provided that in the event the Mayor determines that new or additional activities should be added to the Final Scope of Work, the Mayor shall communicate such request to the Council President to obtain his written approval of such additions / changes.

**SECTION 4.** The source of funding for the above noted services shall be from the \$55,000 appropriation within the Law Department for the unfilled part time attorney position.

**SECTION 5.** Any and all payments to Mr. Marcello in connection with the above noted services shall be supported by and paid pursuant to invoices submitted on a not more than bi-weekly basis from Mr. Marcello that provide in reasonable detail the activities and time for which the City is being billed.

**SECTION 6.** This Resolution shall take effect immediately upon its passage by the City Council.

\_\_\_\_\_  
Daniel M. Gendron

\_\_\_\_\_  
Jon D. Brien

\_\_\_\_\_  
James C. Cournoyer

\_\_\_\_\_  
Denise Sierra

\_\_\_\_\_  
Richard J. Fagnant

# City of Woonsocket Rhode Island



December 15, 2016

## Resolution

### Authorizing the Mayor & Director of Planning & Development to accept a Grant from the Rhode Island Historical Preservation & Heritage Commission to replace the Doors at the Museum of Work & Culture

**WHEREAS,** the City of Woonsocket's Museum of Work & Culture has been in operation at its location at 42 South Main Street, a property owned by the City of Woonsocket, for over twenty years; and

**WHEREAS,** the front doors of the Museum of Work & Culture have been determined to be in serious need of replacement; and

**WHEREAS,** the City of Woonsocket has been awarded a grant of twenty thousand dollars (\$20,000) by the Rhode Island Historical Preservation & Heritage Commission under the State Preservation Grant Program to assist in such replacement; and

**WHEREAS,** the Rhode Island Historical Preservation & Heritage Commission requires that the City assent to certain agreements and requirements in order to receive the grant award.

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

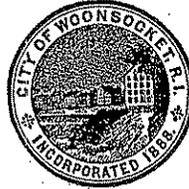
**SECTION 1.** That the Mayor and Director of Planning & Development are authorized and empowered to execute agreements and assurances required by the Rhode Island Historical Preservation & Heritage Commission to secure the award of a \$20,000 grant from that Commission consistent with RIHP&HC requirements and the best interest of the City.

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

---

Daniel M. Gendron, Council President  
by request of the Administration

City of Woonsocket  
Rhode Island



December 19, A.D. 2016

Resolution

ACCEPTING QUIT CLAIM DEED FOR PROPERTY LOCATED AT  
189 RIVER STREET, WOONSOCKET, RHODE ISLAND

- WHEREAS,** the City Council, in Executive Session on September 26, 2016, had previously given authority to the Mayor and/or her designee to purchase the property located at 189 River Street, Woonsocket, Rhode Island for the purpose of demolition in an amount not to exceed Ninety Thousand Dollars (\$90,000.00); and
- WHEREAS,** a title search was performed on the above-referenced property and was determined to have clear title free of any mortgages or liens; and
- WHEREAS,** the property was subsequently purchased by the City on December 12, 2016; and
- WHEREAS,** the quit claim deed was recorded in the Woonsocket City Clerk's Office on December 12, 2016 and is attached hereto as Exhibit A.

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

- SECTION 1.** The City Council accepts the quit claim deed for the property located at 189 River Street, Woonsocket, Rhode Island.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Melissa Murray  
City Council

EXHIBIT A

Doc: 00186125  
Book: 2255 Page: 255

QUITCLAIM DEED

WILLOM, LLC a Rhode Island limited liability company having offices at 32 Milk Street, Blackstone, Massachusetts (the "Grantor"), for consideration paid of Ninety Thousand and 00/100 (\$90,000.00) Dollars paid, grant to the City of Woonsocket, a municipal corporation organized under the laws of the State of Rhode Island having offices at 169 Main Street, Woonsocket, Rhode Island 02895 (the "Grantee") with **QUITCLAIM COVENANTS:**

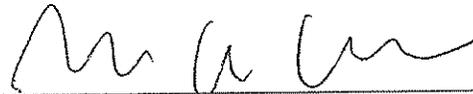
That certain lot or parcel of land together with all buildings and improvements located thereon, situated at 189 River Street in the City of Woonsocket, County of Providence, State of Rhode Island, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Grantor hereby acknowledges that it is not a resident limited liability company of the State of Rhode Island, and that a R.I. 71.3 Remittance Form will be submitted.

Being the same property transferred to this Grantor by deed of Aurora Loan Services, LLC dated May 26, 2009 and recorded June 12, 2009 at book 1807 page 245 of the Woonsocket land evidence records.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of December, 2016.

WILLOM, LLC

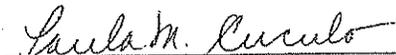


Marc W. Williams, Member

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Woonsocket on the 12<sup>th</sup> day of December, 2016 before me personally appeared Marc W. Williams, Member of WILLOM, LLC personally known to the notary or proved to the notary through satisfactory evidence of identification, which was *personal knowledge*, to be the person whose name is signed on the preceding or attached document, and acknowledged to the notary that he signed it voluntarily for its stated purpose.



Notary Public PAULA M. CURCIO

My Commission Expires: 4/14/20

DATE

12/12/2016

RECORDED

CITY OF WOONSOCKET

Grantee's Address: 169 Main Street, Woonsocket, Rhode Island 02895  
Property Address: 189 River Street, Woonsocket, RI 02895 Plat 14-M, Lot 401

015114

REAL ESTATE CONVEYANCE TAX

EXHIBIT "A"

A certain lot or parcel of land with all the buildings and improvements thereon situated on the easterly side of River Street, in said City of Woonsocket, State of Rhode Island, bounded and described as follows, viz:

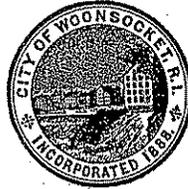
Beginning at a stone bound at an angle in said easterly line of River Street, said stone bound being at the northwesterly corner of land of Ellen J. Galligan, now or formerly, and at the southwesterly corner of the lot hereby described thence N. 6 degrees 33' W. with said easterly line of River Street, thirty-two and fifty-five one-hundredths (32.55) feet for a corner; thence N. 83 degrees 27' E. with land of , now or formerly, about fifty-one (51) feet to land of Patrick O'Donnell and wife, now or formerly; thence southerly with said land of Patrick O'Donnell and wife, now or formerly, about thirty-nine (39) feet to the aforesaid land of Ellen J. Galligan, now or formerly; thence N. 89 degrees 20' W. with said land of Ellen J. Galligan, now or formerly, forty-seven and sixty-four one-hundredths (47.64) feet to a stone bound at the point of beginning.

Subject to restrictions of record.

An appurtenant to the above described premises the grantor conveys to these grantees their heirs or assigns, the right to pass and repass on foot, with teams and with vehicles of all kinds over a strip of land, adjoining the above described premises on the northerly side of River Street, said passway or strip of land is bounded and described as follows, viz:--

Beginning at a point in the easterly line of said River Street which is sixty-four and sixty-two one-hundredths (64.62) feet from a stone bound at an angle in said easterly line of said River Street, said stone being at the northwesterly corner of land of Ellen J. Galligan, said point of beginning being the southwesterly corner of the strip hereby described; thence No. 6° 33' W. with said westerly line of River Street nine (9) feet for a corner; thence No. 83° 27' E. forty-five (45) feet for a corner; thence S. 6° 33' E. forty-one and seven one-hundredths (41.07) feet to the first above described premises; thence S. 83° 27' W. with said first above described premises, ten (10) feet; thence N. 6° 33' W. thirty-two and seven one-hundredths (32.07) feet; thence S. 83° 27' W. thirty-five (35) feet to the point of beginning in the aforesaid easterly line of River Street.

# City of Woonsocket Rhode Island



December 19, A.D. 2016

## Resolution

### ACCEPTING QUIT CLAIM DEED FOR PROPERTY LOCATED AT 203-209 RIVER STREET, WOONSOCKET, RHODE ISLAND

- WHEREAS,** the City Council, in Executive Session on September 16, 2016, had previously given authority to the Mayor and/or her designee to purchase the property located at 203-209 River Street, Woonsocket, Rhode Island for the purpose of demolition in an amount not to exceed One Hundred and Forty-Five Thousand Dollars (\$145,000.00); and
- WHEREAS,** a title search was performed on the above-referenced property and was determined to have clear title free of any mortgages or liens; and
- WHEREAS,** the property was subsequently purchased by the City on December 15, 2016; and
- WHEREAS,** the quit claim deed was recorded in the Woonsocket City Clerk's Office on December 15, 2016 and is attached hereto as Exhibit A.

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

- SECTION 1.** The City Council accepts the quit claim deed for the property located at 203-209 River Street, Woonsocket, Rhode Island.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Melissa Murray  
City Council

EXHIBIT A

Doc: 00186172  
Book: 2256 Page: 91

QUIT-CLAIM DEED

We, GERALD L. WILLIS and CHRISTINE JOHNSON-WILLIS of Middletown, Rhode Island, for consideration paid in the amount of One Hundred Forty-Five Thousand and 00/100 (\$145,000.00) Dollars, hereby grant to the **CITY OF WOONSOCKET, A MUNICIPAL CORPORATION**

*with QUIT-CLAIM COVENANTS:*

That parcel of land, with all buildings and improvements thereon, situated in the City of Woonsocket, Rhode Island, and being further described in Exhibit A attached hereto.

Transfer is such that no withholding is required under RIGL 44-30-71.3 as Grantors are residents of the State of Rhode Island as evidenced by affidavit.

Witness our hands on this 15<sup>th</sup> day of December, 2016.

[Signature]  
GERALD L. WILLIS

[Signature]  
CHRISTINE JOHNSON-WILLIS

STATE OF RHODE ISLAND  
County of Providence

In said county, on this 15<sup>th</sup> day of December, 2016, before me, the undersigned notary public, personally appeared Gerald L. Willis and Christine Johnson-Willis, who provided to me satisfactory evidence of identification which was Rhode Island Driver's Licenses, and to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
Printed Name: Paula M. Cuculo  
My commission expires: 6/21/17

Property address:  
203 & 209 River Street  
Woonsocket, RI 02895  
Assessor's Plat 14-M, Lot 57

Grantee address:  
169 Main Street  
Woonsocket, RI 02895

TAX \$ 667.00  
DATE 12/15/16  
REGISTER P. B.  
CITY OF WOONSOCKET

015120

REAL ESTATE CONVEYANCE TAX

EXHIBIT A

That certain parcel of land with all the buildings and other improvements thereon situated on the easterly side of River Street, in the City of Woonsocket, County of Providence, and the State of Rhode Island, as shown on that unrecorded plan entitled "Property of Albert Comtois Woonsocket, R.I. September 1966 Scale: - 1 inch equals 10 feet, G. Bertrand Bibeault, C. E. 99 Main Street, Woonsocket, R. I. "

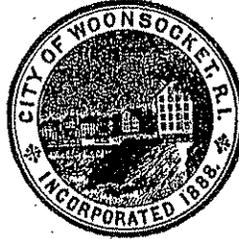
Said parcel is particularly bounded and described as follows:

Beginning at a granite bound in the easterly line of said River Street at the northwesterly corner of land of the Estate of Michael Andrade and Isabel Andrade and at the southwestery corner of the parcel hereby described; thence N. 06° 33' W., bounding westerly on said River Street, seventy-one and 50/100 (71.50) feet to a granite bound at the southwestery corner of land of Stasia and Joseph P. Schuttert; thence N. 79° 35' E. in part along a stone wall, bounding northerly on said Schuttert land, sixty-seven and 15/100 (67.15) feet to a drill hole in face of wall at land of Frank Jastrzebski Estate; thence S. 14° 11' 28" E., bounding easterly on said Jastrzebski land, twenty-nine and 79/100 (29.79) feet to an angle; thence S. 01° 49' W., bounding easterly on land of Elizabeth Houlihan, forty-seven (47.00) feet to land of Henry B. and Irene B. Scott; thence S. 83° 27' W., bounding southerly on said Scott land in part and in part on said Andrade land, in all sixty-four and 12/100 (64.12) feet to said River Street at the point of beginning.

Said premises are hereby conveyed TOGETHER WITH and SUBJECT TO rights of way of record.

RECEIVED IN WOONSOCKET R.I.  
DATE Dec 15, 2016 TIME 10:22:19A  
Christina Harmon-Duarte, CITY CLERK

City of Woonsocket  
Rhode Island



December 14 A.D. 2016

Resolution

**AUTHORIZING THE MAYOR TO ENTER INTO A FIVE-YEAR LEASE  
FOR A PITNEY BOWES MAIL MACHINE**

- WHEREAS,** the City of Woonsocket entered into a five-year lease agreement on November 1, 2011 for a Pitney Bowes Connect 2000 mail machine; and
- WHEREAS,** the lease agreement has expired and the Finance Department wishes to upgrade this equipment to a Pitney Bowes Connect P1500 Mail Machine; and
- WHEREAS,** the Finance Department will follow the National Joint Powers Alliance (NJPA) Contract Award #043012-PIT to Pitney Bowes for Logistic Services & Mail Equipment.

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

- SECTION 1.** The City Council authorizes the Mayor or her designee, to enter into a five-year lease for a Pitney Bowes Connect P1500 Mail Machine as set forth in the attached Exhibit A.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

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Daniel M. Gendron  
City Council President  
By the Request of the Administration



**Your Payment Plan**

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 377.23	\$ 1,131.69

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

**Sales Information**

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

