



City of Woonsocket

Agenda

City Council Regular Meeting
Monday, January 27, 2020 @ 7:00 PM
169 Main Street, Woonsocket, RI, 02895

Page

1. **CALL TO ORDER / ROLL CALL**

2. **PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

Application of licenses and renewal of licenses (listing attached).

[20.LC.04](#) Agenda for Board of License Commissioners

3

5. **CITIZENS GOOD AND WELFARE**

(Please limit comments to five minutes)

6. **APPROVAL/CORRECTION OF MINUTES**

[Min.12.16.19&01.13.20](#) Amended minutes of Regular Meeting held December 16th, 2019 &
Regular Meeting held January 13th, 2020.

5 - 11

7. **CONSENT AGENDA**

All items on the consent agenda are indicated with an asterisk (*).

8. **COMMUNICATIONS FROM MAYOR**

9. **COMMUNICATIONS FROM CITY OFFICERS**

[20.CO.03*](#) From City Solicitor regarding claim of Midgalia Malave.

13 - 17

10. **COMMUNICATIONS AND PETITIONS**

[20.CP.03](#) A request of Bryce Schintzius to address the City Council regarding
zoning violations at a residential property on Oakley Road.

19

[20.CP.04](#) Request of Councilman Ward to address the following items:

21

1. RI General Assembly House Bill 2020 - H7171 The Governor's Budget Proposal for Fiscal Year 2021
2. 2nd Avenue truck traffic
3. Investment Board
 - a. Selection of new investment advisory firm.
 - b. Use of "Good & Welfare" and the non-descript notation of member comments.

11. **GOOD AND WELFARE**

(Five minutes limit; per Council Rules of Order)

12. ORDINANCES PASSED FOR THE FIRST TIME (DATE)

None.

13. ORDINANCES TABLED UNTIL THIS MEETING

None.

14. NEW ORDINANCES

None.

15. RESOLUTIONS TABLED UNTIL THIS MEETING

None.

16. NEW RESOLUTIONS

20.R.08	Granting permission to use City property.-Gendron	23 - 25
20.R.09	Authorizing the Mayor to purchase the property located at 29 Reservoir Road, North Smithfield, Rhode Island, also known as Assessor's Plat 21, Lot 10-Gendron	27 - 45
20.R.10	Authorizing the cancellation of certain taxes.-Gendron	47 - 49
20.R.11	Authorizing the cancellation of certain taxes.-Gendron	51 - 53
20.R.12	Ensuring that any relocation or replacement of the "John R. Dionne Track and Field" will remain so designated.-Gendron, Brien, Cournoyer, Ward & Sierra	55 - 69
20.R.13	Referring a request for designation into the Historic Structures Floating Overlay District property known as Woonsocket Assessor's Plat 10, Lot 22, former National Guard Armory, to the Woonsocket Planning Board.-Gendron	71

17. ADJOURNMENT

For additional information or to request interpreter services, or other special services for the hearing impaired, please contact City Clerk Christina Harmon three (3) days prior to the meeting at (401) 762-6400, or by the Thursday prior to the meeting.

Posted January 23, 2020

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F LIQUOR W/ENTERTAINMENT

Aging Well, Inc., 84 Social Street, February 15, 2020 (DJ)

RENEWALS

QUARTERLY ENTERTAINMENT LICENSE

Luc's, 541 River Street, Live Band, DJ, Karaoke

Michael's, 493 Elm Street, Live Band, DJ, Karaoke

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

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

Monday, December 16, 2019 (Amended)

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 16, 2019 at 7 P.M.

All members are present.

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

19 LC 41

An application of Cesar Ventura d/b/a Jaragua Lounge and Nightclub, LLC to hold a BV license at 33 Arnold Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Kithes seconded by Councilman Brien it is voted that the license be granted, the motion failed on a 4-3 roll call with Councilors Brien, Kithes & Soucy voting yes.

19 LC 42

An application of The Sneaker Outlet to hold a Second Hand Dealers (Merchandise) license at 10 Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Brien seconded by Councilors Sierra and Ward it is voted that the license be granted, a voice vote on same being unanimous.

19 LC 43

Upon motion of Councilman Brien seconded by Councilman Kithes it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for Class F1 license with entertainment, 1 application for entertainment license, 2 applications for renewal of constable license and 1 application of Class D liquor license holder to hold a 2 AM license on New Year's Eve.

The following persons addressed the council under citizens good and welfare: Marvin Welles and Jeff Partington.

Upon motion of Councilman Courmoyer seconded by Councilmen Brien and Ward it is voted that the minutes of the special meeting held November 1st, executive session meeting held November 1st, special meeting held November 14th, executive session meeting November 14th & regular meeting held December 2nd be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Courmoyer seconded by Councilwoman Sierra 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:

19 CO 68

Monthly odor report from Jacob Engineering Group.

19 CO 69

A communication from City Solicitor submitting request from Mr. John Messier regarding Resolution 19-R-138.

19 CP 38

A request of Richard Monteiro to address the City Council regarding rebuttal and edification of comments made by councilmen Ward, Gendron, and Courmoyer at the 02 DEC 2019 council meeting; possible ethics violation(s) by councilman Gendron; comments made by Ward on the WNRI radio show of 03 DEC 2019; Rubbish removal from Condominiums; possible legislative error in incorporating municipal rubbish removal into the tax rate without written legislation; written smugness in resolutions was withdrawn.

19 CP 39 A request of Vice President Brien to address the following items: Status of Rivers Edge RFP/submitted bids and status of contract negotiations with Green Development, LLC in connection with Bid #5849.

19 CP 40 Request of Councilman Courmoyer to address the following items: Community Development Block Grants ("CDBG") – the 2019/2020 proposed funding allocations, along with the related process and decisions in connection with determining those allocations, as well as the 2018/2019 allocations and matters associated with the Gaston A. Ayotte, Jr., Memorial Senior Citizens Center, including the funding of the facility, it's programs and Aging Well, Inc. (f.k.a. Senior Services, Inc.).

The following remarks are made under good and welfare:

Councilman Brien wished everyone a Merry Christmas & a Happy New Year. He spoke about the new electronic agenda management system and thanked President Gendron, Councilman Ward, Madame Clerk Harmon & Mike O'Connell for their efforts.

Councilman Courmoyer spoke about work sessions re: wastewater report and the article in the Valley Breeze re: grant for Cass Park.

Councilman Kithes spoke about successful holiday stroll & winter wonderland. He thanked Melissa Murray on McCarthy Christmas tree clock. He wished everyone happy holidays.

Councilwoman Sierra addressed the new agenda management system thanks all involved. She wished everyone a very Merry Christmas.

Councilman Soucy wished everyone a happy & healthy holiday season. He spoke about the wonderful progress with new system and no more paper deliveries.

Councilman Ward wished everyone a Merry Christmas & Happy New Year.

President Gendron wished everyone a Merry Christmas and a safe, healthy & happy New Year. He addressed the new system and thanked the Madame Clerk & Mike O'Connell for their efforts and noted no more police delivery of agendas.

19 O 70 An ordinance amending Code of Ordinances in connection with Community Development Block Grants is read by title, and

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

19 O 71 An ordinance in amendment of Code of Ordinances, Chapter 3 entitled "Alcoholic Beverages" is read by title, and

Upon motion of Councilman Brien seconded by Councilman Kithes it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

19 O 73 An ordinance amending Code of Ordinances, Chapter 17 entitled "Traffic" is read by title, and

Upon motion of Councilman Ward seconded by Councilmen Courmoyer and Kithes it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

19 O 74 An ordinance amending Code of Ordinances, Chapter 17 entitled "Traffic" is read by title, and

Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

19 O 75 An ordinance amending Code of Ordinances in connection with the city administration's involvement in joint-municipal lawsuits is read by title, and

A motion was made by Councilman Kithes seconded by Councilman Ward, however, before this is voted on

Upon motion of Councilman Ward seconded by Councilman Soucy it is voted that the ordinance be tabled, a voice vote on same being 6-1 with Councilman Courmoyer voting no.

19 R 134 A resolution authorizing the cancellation of certain taxes is read by title, and

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

19 R 135 A resolution establishing the City Council schedule for calendar year 2010 is read by title, and

A motion is made by Councilman Brien seconded by Councilman Ward, however, before this is voted on

Upon motion of Councilman Kithes seconded by Councilman Soucy it is voted to amend the July 13 meeting to July 6 & 20, the amendment fails on a 6-1 voice vote with Councilman Kithes voting yes.

A motion is made by Councilman Kithes to amend the August 17 meeting by adding August 3, the motion failed for lack of a second.

A motion is made by Councilman Kithes to amend the September 14 meeting to September 8 & 21, the motion failed for lack of a second.

Upon motion of Councilman Courmoyer seconded by Councilman Kithes it is voted that the resolution be amended as follows: delete the year "2019" and in its place insert "2020". The resolution, as amended, is then voted on and passed unanimously on a voice vote.

19 R 136 A resolution directing the Department of Public Works to amend Woonsocket's snow & ice policy as it relates to sidewalks leading up to schools is read by title, and

Upon motion of Councilman Kithes and seconded by Councilman Soucy it is voted that the resolution be passed, however, before this is vote on the resolution is withdrawn.

19 R 137 A resolution authorizing the Mayor to enter into a three-year lease with a Konica Minolta copier is read by title, and

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

19 R 138 A resolution in support of requesting legislation to the General Assembly pertaining to retail liquor licenses is read by title and,

Upon motion of Councilman Kithes seconded by Councilman Ward it is voted that the resolution be passed, a voice vote on same being 6-1 with Councilwoman Sierra voting no.

Upon motion of Councilman Ward seconded by Councilman Cournoyer it is voted that the meeting be and it is hereby adjourned at 8:42 P.M.

Attest:

Christine Harmon

City Clerk

Monday, January 13, 2020

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, January 13, 2020 at 7 P.M.

All members are present.

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

20 LC 01 An application of Marvy Marv Comedy Club to hold a Class C license at 12 Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Brien seconded by Councilors Courmoyer & Kithes it is voted that the license be granted, a voice vote on same being unanimous.

20 LC 02 An application of Woonsocket Palace Pizza to hold a 1st Class Victualing license at 85B Front Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilwoman sierra seconded by Councilman Ward it is voted that the license be granted, a voice vote on same being unanimous with amended hours as follows: Sunday thru Wednesday 10:30a.m. to 11:00p.m. (dine-in, take-out & delivery) 11:00p.m. to 2:00a.m. (take-out & delivery only); Thursday thru Saturday 10:30a.m. to 12:00midnight (dine-in, take-out & delivery) 12:00midnight to 4:00a.m. (take-out & delivery only). License also conditional upon surrendering Class BL license.

20 LC 03 Upon motion of Councilman Brien seconded by Councilman Kithes it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for Class F license with entertainment and 1 application for quarterly entertainment license, 1 application for renewal of police detective license and 16 applications for renewal of quarterly entertainment license.

The following persons addressed the council under citizens good and welfare: Margaux Morisseau, Brenda Figueroa, Carol Wilson-Allen & Christopher Beauchamp

Upon motion of Councilman Kithes seconded by Councilman Ward it is voted that the minutes of the regular meeting held December 16th be approved as submitted, however, before this is voted upon

A motion was made by Councilman Kithes seconded by Councilman Soucy that the minutes be tabled, a voice vote on same being unanimous.

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

Upon motion of Councilman Courmoyer seconded by Councilman Kithes it is voted to remove 20-M-03 from the consent agenda, a voice vote on same being unanimous.

20 M 03 A communication from Mayor regarding purchase of 2020 Ford F550 Emergency Medical Services transport vehicle for the Fire Department is read by title.

The following items were listed on the consent agenda:

20 M 02 A communication from Mayor regarding software upgrade.

- 20 M 04 A communication from Mayor appointing Mr. Donald Sepe as the Tree Warden for the City of Woonsocket.
- 20 CO 01 Monthly odor report from Jacob Engineering Group.
- 20 M 01 A communication from Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding veto message of Ordinance 19-O-70 was withdrawn.
- 20 CO 02 A communication from City Solicitor regarding Council Good and Welfare is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted to receive and place on file, a voice vote on same be unanimous.
- 20 CP 01 A request of Vincent P. Ward to address the City Council to discuss issues relating to the Tax Board of Assessment Review as the Chairman of the Board.
- 20 CP 02 A request of Councilman Ward to address the following items: Open Meetings Act / Public Meeting Good & Welfare (Public Comment), in general and specifically related to public bodies and Woonsocket Redevelopment Agency agenda items, land acquisition, development activities, and statutory purpose and authority.
- The following remarks are made under good and welfare:
- Councilman Cournoyer passed.
- Councilman Kithes passed.
- Councilwoman Sierra passed.
- Councilman Soucy passed.
- Councilman Ward passed.
- President Gendron passed.
- Councilman Brien passed.
- 19 O 73 An ordinance amending Code of Ordinances, Chapter 17 entitled "Traffic", which was passed for the first time on December 16th, is read by title, and
- Upon motion of Councilman Kithes seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 74 An ordinance amending Code of Ordinances, Chapter 17 entitled "Traffic", which was passed for the first time on December 16th, is read by title, and
- Upon motion of Councilman Kithes seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 20 O 01 An ordinance transferring funds (Public Services Division) is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 20 O 02 An ordinance transferring funds from City Capital Fund to Finance Department is read by title, and
- Upon motion of Councilman Ward seconded by Councilors Kithes & Sierra it is voted that the ordinance be passed, a roll call vote on same being unanimous.

- 20 R 01 A resolution authorizing the cancellation of certain taxes is read by title, and
Upon motion of Councilman Ward seconded by Councilman Kithes it is voted that the resolution be passed, a voice vote on same being unanimous.
- 20 R 02 A resolution designating Woonsocket Assessor's Plat 6, Lot 1; a/k/a former Fifth Avenue School, 65 Fifth Avenue, as a Historic Structures Floating Overlay District is read by title, and
Upon motion of Councilwoman Sierra seconded by Councilman Ward it is voted that the resolution be passed, a voice vote on same being unanimous.
- 20 R 03 A resolution granting permission to use City property is read by title, and
Upon motion of Councilman Ward and seconded by Councilman Kithes it is voted that the resolution be passed, a voice vote on same being unanimous.
Bonnie Piekarski addressed the Council.
- 20 R 04 A resolution authorizing the Finance Director to enter into a contract with Vision Government Solutions for a software upgrade is read by title, and
Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted that the resolution be passed, a voice vote on same being unanimous.
- 20 R 05 A resolution appointing Christopher A. Beauchamp as a member of the Board of Canvassers and Registration of the City of Woonsocket is read by title and,
Upon motion of Councilman Cournoyer seconded by Councilman Soucy it is voted that the resolution be passed, a voice vote on same being unanimous.
- 20 R 06 A resolution amending the Rules of Order of the City Council of the City of Woonsocket to remove Good and Welfare of the Council is read by title and,
Upon motion of Councilman Kithes seconded by Councilman Soucy it is voted that the resolution be passed, the motion failed 6-1 with Councilman Kithes voting yes.
- 20 R 07 A resolution directing Woonsocket's website administrator to alter the City's website to include elected officials' campaign finance reports is read by title and,
A motion was made by Councilman Kithes seconded by Councilman Soucy it is voted that the resolution be passed, however, before this is voted upon
Upon motion of Councilman Kithes seconded Councilman Soucy it is voted to amend as follows: Delete Section 1 & 2 in its entirety and insert "Section 1. The Woonsocket City Council directs Apex Technology Group, and any and all other groups responsible for administration of the website of the City of Woonsocket (<https://www.woonsocketri.org/>) to alter the website as follows: A link to the Rhode Island Campaign Finance website and a link to the Federal Elections campaign finance website are to be included on a new page on the Woonsocket city's website", the motion failed 4-3 with Councilors Kithes, Soucy & Ward voting yes. The resolution is then voted on and defeated 6-1 with Councilman Kithes voting yes.
Upon motion of Councilman Ward seconded by Councilman Kithes it is voted that the meeting be and it is hereby adjourned at 8:50 P.M.

Attest:

Christine Harmon

City Clerk



CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

January 22, 2020

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

RE: Midgalia Malave, DOI: 12-23-19

Dear Councilors:

Attached, please find a Notice of Claim, which was received by the City related to an alleged trip and fall accident that occurred on December 23, 2019. I recommend that the City deny action in this matter at this time, and refer it to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

If you have any questions or concerns, please do not hesitate to contact me

Sincerely,



John J. DeSimone, Esq.
City Solicitor

JJD/ps
Enclosure

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

PERSONAL INJURY

TO THE HONORABLE CITY COUNCIL OF THE CITY OF WOONSOCKET

The undersigned respectfully petitions your honorable body that Migdalia Malave of 167 Morin Heights Woonsocket, RI 02895 pursuant to R.I.G.L. §45-15-5, 45-15-8, hereby gives notice of a claim for personal injuries against the City of Woonsocket.

On December 23rd, 2019, at approximately 3:00pm, Ms. Malave was walking North on Social St. and slipped on a patch of black ice located on the sidewalk at the juncture between the newer lifted slab of pavement and the old pavement in front of the residence of 979 Social St. Woonsocket, RI. The union between the old and new slabs of sidewalk pavement is located directly beside the crack in the short stone retaining wall that runs across the frontage of 979 Social St and directly abuts the sidewalk. Ms. Malave Suffered a fracture to her left elbow, left shoulder pain, scrapes to both of her hands and knees. Please see photos attached.

Respectfully submitted,

By his attorney,



Robert J. Levine, Esq.

Rhode Island Bar No. 6128

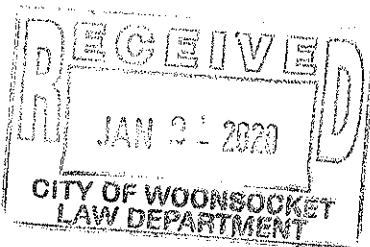
Rob Levine & Associates

544 Douglas Avenue

Providence, RI 02908

Telephone (401) 621-7000

Facsimile (401) 621-7050



Date: 1/15/19

NAME: Migdalia Malave

ADDRESS: 167 Morin Heights Woonsocket, RI 02895

DATE OF ACCIDENT: December 23rd, 2019

NAME OF HOSPITAL: Landmark Medical Center Woonsocket, RI 02895

AMOUNT OF BILLS: pending



Woonsocket, RI 02895
JAN 23 2019
CITY OF WOONSOCKET
LAW DEPARTMENT



CITY OF WOODBRIDGE
LAW DEPARTMENT



City of Windsor
Law Department

Duarte, Chris

Subject: FW: RE: [City of Woonsocket RI] appear before council? (Sent by Bryce Schintzius, bryce.schintzius@gmail.com)

From: Bryce Schintzius <bryce.schintzius@gmail.com>

Sent: Wednesday, January 22, 2020 2:08 PM

To: Duarte, Chris <cduarte@woonsocketri.org>

Subject: RE: RE: [City of Woonsocket RI] appear before council? (Sent by Bryce Schintzius, bryce.schintzius@gmail.com)

I would like to formally request the opportunity to address the council at its next meeting regarding zoning violations at a residential property on Oakley Rd.

Sent from Mail for Windows 10

**John Ward
166 Getchell Avenue
Woonsocket, Rhode Island 02895**

January 22, 2020

City of Woonsocket
Attn: Christina Harmon, City Clerk
169 Main Street
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

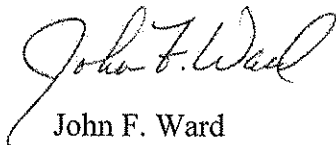
RE: January 27, 2020 City Council Agenda Items

Dear Madame Clerk:

Under Communications and Petitions of the Woonsocket City Council meeting agenda for the January 27th meeting, please be advised that I will be addressing the following matters:

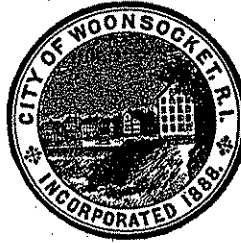
1. RI General Assembly House Bill 2020 - H7171 The Governor's Budget Proposal for Fiscal Year 2021
2. 2nd Avenue truck traffic
3. Investment Board
 - a. Selection of new investment advisory firm.
 - b. Use of "Good & Welfare" and the non-descript notation of member comments.

Thank you,


John F. Ward

City of Woonsocket Rhode Island

20 R 08



January 27, 2020 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
51	- Veteran/Blind/Elderly/Veterans Widow 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 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/seized by police
61	- Vehicle garaged and/or registered out of City/State
62	- Double taxation on vehicle
63	- Over assessed on vehicle/registry error
64	- Incorrect year/model/make of vehicle
65	- Vehicle destroyed in accident
66	- Should have been tax lien
67	- Business relocated out of City prior to assessment date
68	- Double taxation on Business/over overassessed on business
69	- Out of Business – prior to assessment date/business sold to new owner & recertified
70	- Company erroneously included manufacturing equip/inv in their report of valuation
71	- Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72	- Removal of porches, decks, garages, pools, sheds or underground tanks
73	- Double taxation on Real Estate
74	- Over assessed due to adjustment in degree of building completion as of December 31 st
75	- Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76	- Building (s) demolished prior to assessment date
77	- Property was assessed at incorrect tax year/ incorrect tax rate/ incorrect field data
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
99	- Motor Vehicle Phase Out

Woonsocket, RI

Amendment Report Abatement

Status Pending

Page 1

Posting Date / /

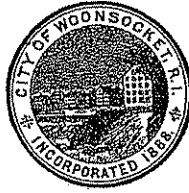
Transaction Date / /

Report Printed 01/21/2020 03:36:26 PM

January 27, 2020

Amendment ID	Abatement Description	Property Address	Assessor's Description	Amount
M00-4062-10	2019 MV Tax Roll	ACAR LEASING LTD 4001 EMBARCADERO DR ARLINGTON TX 76014	2018 CHEVR COL 138832 57 LEGAL RESIDENCE OUT OF TOWN	\$876.02
R02-5203-50	2019 RP Tax Roll	BOURCIER DAVID D 110 PARK AVENUE WOONSOCKET RI 02895	15D-147-004 at 110 PARK AVENUE 51 VETERAN NOT APPLIED	\$158.76
R13-2135-00	2019 RP Tax Roll	PONCE VICTORINO 309 SECOND AVENUE WOONSOCKET RI 02895	06A-087-033 at 309 SECOND AVENUE 54 HOMESTEAD NOT APPLIED	\$747.08
T00-1100-47	2015A Trng Tax Roll	LANAGAN DANIEL D 244 CASS AVENUE WOONSOCKET RI 02895-4417	LANAGAN PLUMBING 69 OUT OF BUSINESS	\$116.45
T00-1100-47	2016 Trng Tax Roll	LANAGAN DANIEL D 244 CASS AVENUE WOONSOCKET RI 02895-4417	LANAGAN PLUMBING 69 OUT OF BUSINESS	\$116.45
T00-1100-47	2017 Trng Tax Roll	LANAGAN DANIEL D 244 CASS AVENUE WOONSOCKET RI 02895-4417	LANAGAN PLUMBING 69 OUT OF BUSINESS	\$116.45
T00-1100-47	2018 Trng Tax Roll	LANAGAN DANIEL D 244 CASS AVENUE WOONSOCKET RI 02895-4417	LANAGAN PLUMBING 69 OUT OF BUSINESS	\$116.45
T00-1100-47	2019 Trng Tax Roll	LANAGAN DANIEL D 244 CASS AVENUE WOONSOCKET RI 02895-4417	LANAGAN PLUMBING 69 OUT OF BUSINESS	\$139.74
Total				\$2,387.40

City of Woonsocket Rhode Island



January 27, A.D. 2020

Resolution

AUTHORIZING THE MAYOR TO PURCHASE THE PROPERTY LOCATED AT 29 RESERVOIR ROAD, NORTH SMITHFIELD, RHODE ISLAND, ALSO KNOWN AS ASSESSOR'S PLAT 21, LOT 10

- WHEREAS,** the City of Woonsocket Reservoir (the "Reservoir") that supplies the City of Woonsocket's (the "City") drinking water is located on Reservoir Road in North Smithfield, Rhode Island; and
- WHEREAS,** the property located at Plat 21, Lot 10, North Smithfield, Rhode Island, approximately 2.75 acres (the "Property"), sits adjacent to the Reservoir; and
- WHEREAS,** the Property is privately owned and the owners have entered into a Purchase and Sale Agreement with the City to sell the Property to the City for One Hundred Ninety-Six Thousand Five Hundred Dollars (\$196,500.00) (attached hereto as Exhibit A); and
- WHEREAS,** the Rhode Island Water Resources Board Corporate has agreed to reimburse the City the entire purchase price of the Property; and
- WHEREAS,** it is in the best interest of the City to purchase said Property.

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

- SECTION 1.** The City Council of the City of Woonsocket hereby authorizes the Mayor and/or her designees to purchase and take title to the property located at 29 Reservoir Road, North Smithfield, Rhode Island also known as Assessor's Plat 21, Lot 10 in the name of the City for the sum of One Hundred Ninety-Six Thousand Five Hundred Dollars (\$196,500.00).
- SECTION 2.** Pursuant to said authorization, the City Solicitor shall use all legal and reasonable means to secure said property and to effectuate the purchase and transfer of said property.
- SECTION 3.** This Resolution shall take effect immediately upon its passage by the City Council.

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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") made as of the ~~30~~ day of ~~August~~ 2019 by and between the ESTATE OF REBEKAH ROSE SADOW, Lori Speed, Executor, having a mailing address of c/o Attorney Aram P. Jarret, Jr., Janet Law, LLC, 176 Eddie Dowling Hwy., North Smithfield, RI 02896 (the "Seller"), and the CITY OF WOONSOCKET, WATER DIVISION, with a mailing address of c/o Marc Viggiani, Superintendent, P.O. Box B, Woonsocket, Rhode Island 02895 (the "Buyer").

1. PREMISES.

Upon and subject to the terms, covenants and conditions of this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase all of Seller's right, title, and interest in and to the following described premises (collectively, (a) through (f) are hereinafter referred to as the "Premises"):

- (a) A certain parcel of land and improvements thereon located at 29 Reservoir Road in the Town of North Smithfield, Providence County, Rhode Island, shown as Lot 10 on North Smithfield Assessor's Plat 21 and as referenced in that deed into Seller recorded at Book 327, at Page 238, in the office of land evidence records in the Town of North Smithfield and consisting of approximately 2.75 acres of land with a residential structure and any other improvements thereon (the "Property"), and is more particularly described on Exhibit A attached hereto and made a part hereof (or which will be attached hereto upon the completion of a survey of the Property by Buyer at its sole expense);
- (b) All right, title and interest of Seller, if any, in and to any land lying in the bed of any streets (open or proposed) adjacent or abutting or adjoining the Property;
- (c) All rights, privileges, easements and appurtenances to the Property, including without limitation all easements and rights of way in, on, across, in front of, abutting, adjoining or pertaining to the Property in any ways whether public or private if any;
- (d) All buildings, structures and improvements now thereon (if any);
- (e) All minerals, oil or gas on or under the Property, riparian or littoral rights, development rights, air rights, water rights, and any easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, marshes, marshlands, waterways or rights of way abutting or adjoining the Property; and
- (f) All current permits, licenses, certificates, variances, consents and approvals (the "Permits") pertaining to the Property.

2. TITLE DEED:

Said Premises are to be conveyed by a good, sufficient and insurable executor's deed (the "Deed") running to the Buyer in form and substance reasonably satisfactory to the Buyer; and said Deed shall convey a good and clear record and marketable fee simple title thereto, free from encumbrances, except the following (collectively, the "Permitted Exceptions"):

- (a) The provisions of local building and zoning laws, but not any violations thereof;
- (b) Such real estate taxes for the then current fiscal year as are not due and payable on the Closing Date (as hereinafter defined);
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Encumbrances of record, provided that said encumbrances are not objected to by Buyer pursuant to Paragraph 20 and/or do not unreasonably interfere with the Buyer's intended use of the Premises, in Buyer's sole discretion.

3. PURCHASE PRICE:

The agreed purchase price is One Hundred Ninety Six Thousand Five Hundred Thousand Dollars (\$196,500) (the "Purchase Price"), which Purchase Price shall be payable in full upon delivery and recording of the Deed at Closing by certified cashier's, treasurer's or bank check or by federal wire transfer of immediately available funds to a bank account designated by Seller in writing to Buyer prior to the Closing.

4. DEPOSIT:

Simultaneously with the execution and delivery of this Agreement, Buyer shall deposit with Adler Pollock & Sheehan P.C. (the "Escrow Agent") the sum of Nine Thousand Eight Hundred Twenty Five and No/100 Dollars (\$9,825.00) (the "Deposit") in good funds, either by certified bank or cashier's check or by federal wire transfer, which Deposit shall be held and disposed of in the manner herein provided. The Deposit shall be held by the Escrow Agent in a non-interest bearing account. If the Closing occurs in accordance with this Agreement, the Deposit, if any, shall either be applied against the Purchase Price or returned by the Escrow Agent to Buyer on the Closing Date as mutually agreed upon by the parties. If this Agreement is terminated, or if either party fails to perform any of its agreements hereunder, the Deposit shall be disposed of in the manner hereinafter provided under this Agreement. If any dispute arising under this Agreement with respect to the disposition of the Deposit or the entitlement of any party to the Deposit or the obligations of the Escrow Agent with respect thereto, the Escrow Agent shall not be required to determine the resolution of any such dispute and shall not be obligated to make any delivery of the Deposit; but in such event, the Escrow Agent may hold the Deposit until receipt by the Escrow Agent of an authorization in writing

signed by Buyer and Seller directing the disposition of same, or in the absence of such authorization, the Escrow Agent may hold the Deposit until the final determination of the rights of Buyer and Seller in an appropriate proceeding. If such written authorization is not given, or if proceedings for such determination are not promptly commenced and diligently continued to a resolution, the Escrow Agent shall bring an appropriate action or proceeding for leave to deposit the Deposit in the registry of the Providence County Superior Court pending such determination and to submit such resolution of such dispute to such court by action of interpleader. The Escrow Agent shall not be responsible hereunder for any acts or omissions unless willfully done or done in a grossly negligent manner, and upon delivery of the Deposit in accordance with the terms of this Agreement, the Escrow Agent shall have no further liability to the parties hereunder or in connection herewith. Seller and Buyer hereby jointly and severally agree to indemnify and hold the Escrow Agent harmless from and against any and all loss, costs or damages arising under this Agreement or in connection herewith (except such loss, costs or damages as shall result from the gross negligence or misconduct of the Escrow Agent). The Escrow Agent shall not be prohibited from representing the Seller in connection with any dispute relating to this Agreement by virtue of Escrow Agent's agreement to serve as escrow agent hereunder.

The Escrow Agent has executed this Agreement for the purposes of evidencing its receipt of the Deposit and its agreement to comply with and perform its obligations as Escrow Agent hereunder.

5. CLOSING.

Delivery of the Deed by Seller and delivery of Purchase Price by the Buyer (the "Closing") shall take place at the offices of Buyer's counsel, located at One Citizens Plaza, 8th Floor, Providence, Rhode Island, or at such other place as the parties may agree in writing, at 11:00 A.M. no later than one hundred twenty (120) days from the date of this Agreement, or such other date as may be mutually agreed upon by the parties (such date, as the same may be accelerated or extended as provided in this Agreement, being hereinafter referred to as the "Closing Date"). In the event that the conditions to Buyer's obligation to close set forth in Paragraph 19 of this Agreement have been fulfilled or waived by Buyer, the Buyer shall have the right to accelerate the Closing Date by sending written notice to the Seller, which notice shall designate the new Closing Date and which date shall be not less than ten (10) business days after the date of such exercise, unless otherwise agreed upon in writing.

If the date for delivery of the Deed falls on a Saturday, Sunday or holiday, the Deed shall be delivered on the next full business day thereafter when the Land Evidence Records is open for business.

6. CONDITION OF PREMISES AT CLOSING.

Full possession of the Premises, free of all tenants, occupants, parties in possession, lease agreements and lease obligations, is to be delivered to the Buyer at the time of the delivery of the Deed, the Premises to be then in the same condition as they are now and:

- (a) Not in violation of any building or zoning laws or any other applicable federal, state or local statute, code, ordinance, by-law, regulation, rule or order, including without limitation those pertaining to wetlands or wetland resource areas (collectively, "Applicable Laws"); and
- (b) In compliance with the provisions of any instrument referred to in Paragraph 2 hereof.

Buyer shall take possession of the Premises with any personal property of Seller remaining thereon becoming the property and responsibility of Buyer; provided, however, that Buyer shall be entitled to a credit from Seller against the Purchase Price at the Closing of an amount equal to Five Thousand Dollars (\$5,000.00) to compensate Buyer for the cost of removing such personal property from the Premises. The Buyer shall be entitled to an inspection of the Premises within forty-eight (48) hours of the date scheduled for delivery of the Deed in order to determine whether the condition thereof complies with the terms of this Paragraph 6.

7. CONDITION OF TITLE AT CLOSING.

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or at the time of the delivery of the Deed the Premises do not conform with the provisions of this Agreement, then the Seller shall use reasonable efforts to remove any defects in title, including as a condition of sale obtaining probate court approval of a power of sale for the sale of the Premises from Seller to Buyer, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be (collectively, "Title Defects"), in which event the Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. With respect to non-monetary Title Defects, Seller shall not be required to expend any material sums in addition to reasonable attorney's fees to remove such Title Defects or delay the Closing beyond such period of thirty (30) days. Notwithstanding the foregoing, Buyer may at any time after receiving said notice from Seller elect to terminate this Agreement, in which event the Deposit shall be returned to the Buyer and all obligations of the parties hereto shall cease and this Agreement shall be null and void without recourse to the parties hereto, except with respect to those provisions that expressly survive the termination of this Agreement.

8. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If, at the expiration of the extended time set forth above, the Seller shall have failed to remove any Title Defects, all as herein agreed, then at Buyer's option, Buyer may elect to terminate this Agreement, in which event the Deposit, shall be returned to the Buyer and all obligations of the parties hereto shall cease and this Agreement shall be null and void and without recourse to the parties hereto, except with respect to those provisions that expressly survive the termination of this Agreement, or to take title to the Premises in accordance with the provisions of Paragraph 9 below.

9. BUYER'S ELECTION TO ACCEPT TITLE.

The Buyer shall have the election, at either the original or any extended time for performance, to take title and possession of the Premises in such condition, as Seller is able to deliver.

10. EMINENT DOMAIN OR TAKING.

If, prior to the Closing Date, any portion of the Premises is taken or proposed to be taken or if the access is actually or proposed to be reduced or restricted by adoption of a resolution thereof by the applicable authority for any public or quasi-public use in condemnation proceedings or through right of eminent domain or deed in lieu thereof, Seller shall, within ten (10) days of the receipt of knowledge or notice thereof, but in no event no later than five (5) days prior to the Closing Date, notify the Buyer of such fact in writing. Such notice shall automatically extend the Closing Date for thirty (30) days. The Buyer shall have the right to terminate this Agreement by written notice to the Seller given no later than thirty (30) days after receipt of Seller's notice, in which event the Deposit, shall be returned to the Buyer and all obligations of the parties hereto shall cease and this Agreement shall be null and void and without recourse to the parties hereto, except with respect to those provisions that expressly survive the termination of this Agreement. If the Buyer does not exercise its right to terminate this Agreement, the parties shall proceed pursuant to the terms hereof, and Seller shall assign and turn over, and the Buyer shall be entitled to receive and keep, all awards, compensation or consideration received or to be received through such proceedings.

11. APPORTIONMENTS.

Real estate taxes and any municipal betterments for the then current year assessed prior to the date hereof shall be apportioned as of the Closing Date and the net amount thereof shall be paid by the Buyer or Seller, as the case may be, to the other party at the time of delivery of the Deed.

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of

such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties hereto, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this Paragraph 11 shall survive the delivery of the Deed.

12. CLOSING COSTS.

The Seller shall be responsible for the payment at Closing of the following costs and/or filing fees associated with the transfer of the Premises: conveyance taxes, if any, and recording of documents necessary to clear the title to the Premises. The Buyer shall be responsible for the cost of recording the Deed.

13. INSURANCE.

The Premises shall, until the delivery of the Deed to Buyer, be kept insured by Seller as currently insured.

14. DEFAULT DAMAGES.

(a) Buyer's Default. If this transaction fails to close because of a default under this Agreement by Buyer (all conditions to Buyer's obligations having been satisfied or waived) after notice from Seller and expiration of a reasonable cure period, the Deposit shall be delivered to Seller, which shall constitute full and complete liquidated damages, this Agreement shall terminate, and Seller shall have no further recourse or remedy at law or in equity for any breach by Buyer hereunder. The parties agree that if Buyer defaults, the damages which Seller will suffer will be difficult, if not impossible, to determine with precision.

(b) Seller's Default. If this transaction fails to close because of a default under this Agreement by Seller (all conditions to Seller's obligations having been satisfied or waived), at Buyer's election, either (i) the Deposit shall be returned to Buyer, and Buyer may terminate this Agreement by notice to Seller; or (b) Buyer shall be entitled to such remedies for breach of contract as may be available at law and in equity, including without limitation, the remedy of specific performance.

(c) In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs.

15. ACCEPTANCE OF DEED.

The acceptance of the Deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed, and such as are otherwise expressly stated to survive the delivery of the Deed.

16. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may use the purchase money or any portion thereof to clear the title to the Premises of any or all encumbrances or interests, provided that all instruments from banks, financial institutions, and/or other institutional lenders so procured are recorded as soon as practicable after the delivery and recording of the Deed in accordance with the title standards of the Rhode Island Bar Association Title Standards Committee, and all instruments from individuals or other non-institutional lenders so procured are delivered to the Buyer and recorded simultaneously with the delivery and recording of the Deed.

17. TITLE STANDARDS

Except as may be otherwise set forth in this Agreement, any title matter which is the subject of a title standard or practice standard of the Rhode Island Bar Association Title Standards Committee at the time for delivery of the Deed shall be governed by said title or practice standard to the extent applicable.

18. SELLERS OBLIGATIONS PRIOR TO CLOSING

- (a) Seller covenants and agrees that, without the prior written consent or at the written request of Buyer, Seller shall not:
- (i) Enter into any agreement, contract or document with respect to the Premises including, without limitation, sales agreements, leases or other agreements concerning occupancy or use of any of the Premises, service agreements or other agreements concerning operation or ownership of any of the Premises, or any amendment or modification to any existing document or agreement relating to the Premises;
 - (ii) Take steps to terminate, or accept the surrender of, any agreement relating to the Premises;
 - (iii) Institute any proceeding or action whatsoever with respect to the Premises;
or
 - (iv) Take any action which might further encumber the title to the Premises in any manner.
- (b) Seller covenants and agrees to operate and maintain the Premises in accordance with Seller's past practices, and deliver the Premises to Buyer at Closing in its present physical condition, normal wear and tear excepted, as provided in Paragraph 6.

19. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE.

The Buyer's obligations to close hereunder are contingent upon the satisfaction of the following conditions, to the Buyer's complete satisfaction unless waived in writing by the Buyer:

- (a) The Buyer's determination that the results of the Property Inspection are acceptable and that the Premises are suitable for the Buyer's intended use as described in Paragraph 20 hereof;
- (b) The Title Company shall be prepared to issue to Buyer the Title Policy described in Paragraph 20 hereof, at normal premium rates, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and the Permitted Exceptions;
- (c) Buyer's receipt of a receipt of an ALTA survey of the Premises in force and substance reasonably satisfactory to Buyer and supporting the Title Policy or defined in Paragraph 20 below.
- (d) Approval of this Agreement and the terms hereof by the Mayor and City Council of the City of Woonsocket; and
- (e) The Seller's compliance with all other provisions of this Agreement.

In the event any of the conditions to Buyer's obligations to close hereunder are not satisfied as set forth above, then in such event Buyer may by written notice to Seller terminate this Agreement in which event the Deposit shall be returned to Buyer and the parties shall have no other obligations to each other except as expressly set forth herein.

20. BUYER'S INSPECTION.

The Buyer and its agents, independent contractors and invitees shall have the right to conduct an inspection (the "Inspection") of the Premises, commencing upon the date of this Agreement, at Buyer's expense, in order to determine the following:

- (a) Property Inspection. Buyer shall have the right to enter upon the Premises for the purposes of conducting such due diligence that in Buyer's sole and absolute discretion will determine that the Premises are acceptable to the Buyer in all respects, including the suitability (without the incurring of unusual expense) thereof for the Buyer's intended use of the Property for watershed and well head protection and open space conservation. Such due diligence may include, without limitation, conducting surveys, wetlands delineations, soil tests, water tests, measurements, environmental studies, determining the physical and drainage conditions of the Premises, determining compliance with Applicable Laws, and any other tests, surveys, inspections, investigations, actions and/or studies which the Buyer desires (the "Property Inspection"). Buyer shall keep confidential the

results of any tests, inspections, studies, and reports made by Buyer or its agents, independent contractors, servants and/or employees in connection with this Property Inspection, and shall not disclose, nor permit its agents, independent contractors, servants and/or employees, to disclose, said contents and results thereof to any third parties, other than to those persons involved in this transaction and other than as required by law, court process or court order.

- (b) Title Review. Promptly after the date hereof, at its expense, Buyer shall obtain a commitment from a title insurance company of Buyer's choice, licensed to do business in the State of Rhode Island (the "Title Company"), to issue an owner's policy of title insurance insuring the Premises (the "Title Policy"). Buyer shall then have the right, in its sole discretion to make written objection to any title or survey matters regarding the Premises ("Objection Notice"), which notice must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove the basis for Buyer's disapproval of same. The parties shall then have until 5:00 P.M. on that date which is ten (10) business days after the date of the Objection Notice (the "Objection Deadline") to make such arrangements or take such steps as they shall mutually agree to satisfy Buyer's title and survey objection(s); provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations, or otherwise to attempt to cure or agree to attempt to cure any objections, except such objections as are made with respect to (a) any mortgage, deed of trust or other lien for a specified sum which mortgage, deed of trust or other lien was created by Seller ("Seller's Mortgages"), (b) any matters first appearing of record after the Objection Notice and voluntarily created by Seller without the consent of Buyer, or (c) any matters affecting title to the Premises which were not voluntarily created by Seller but which may be satisfied by the payment of money in an amount not in excess of the Purchase Price (collectively, "Title Matters"). Should Buyer and Seller fail to mutually satisfy Buyer's objections to any Title Matters on or before the Objection Deadline, the Buyer shall have the option to terminate this Agreement on the Objection Deadline, in which event the Deposit shall be returned to the Buyer and all obligations of the parties hereto shall cease and this Agreement shall be null and void without recourse to the parties hereto, except with respect to those provisions that expressly survive the termination of this Agreement: Objections regarding title and survey matters, other than any matters first appearing of record after the Objection Notice and voluntarily created by Seller without the consent of Buyer, that are (i) not included in a timely Objection Notice given by Buyer to Seller, or (ii) to which a timely Objection Notice was given but which Buyer has agreed in writing to accept, shall be included in the list of "Permitted Exceptions" as defined in Paragraph 2 hereof.

21. BUYER'S ACCESS.

Buyer and Buyer's agents, consultants and representatives, including, but not limited to, representatives of the Buyer, shall have a right of access to the Premises at all times prior

to the Closing to inspect the condition of the Property generally, to carry out its Inspection as contemplated by this Agreement or for any other reason relating to this Agreement.

22. REPRESENTATIONS AND WARRANTIES OF SELLER.

To induce Buyer to enter into this Agreement, Seller hereby makes the following material representations, all of which are true and correct as of the date of this Agreement, shall be true and correct as of the date of the delivery of the Deed, and shall survive the delivery of the Deed:

- (a) Seller has the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement and all documents to be delivered by the Seller at the closing and to consummate the transactions contemplated hereby.
- (b) This Agreement, and the documents to be executed and delivered by Seller in connection with the consummation of the transactions contemplated by this Agreement, are and will be valid, binding, and enforceable upon Seller in accordance with their respective terms and conditions.
- (c) There is no agreement to which the Seller is a party or, to the best of Seller's knowledge, binding on the Seller or the Premises which is in conflict with this Agreement. There is no action or proceeding pending or, to the best of Seller's knowledge, threatened, against Seller or relating to the Premises. To the best of Seller's knowledge, no condemnation, eminent domain or similar proceedings are pending or threatened with regard to the Premises.
- (d) There are no leases, licenses, or occupancy agreements affecting the Premises, and no party, other than Seller, has the right to occupy all or any portion of the Premises. There are no service or other contracts affecting the Premises.
- (e) Except as disclosed in any environmental reports prepared by Buyer, neither Seller nor, to the best of Seller's knowledge, any other party, has manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials (as hereinafter defined) nor has Seller, or to the best of Seller's knowledge, any other party, used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. Seller is not aware of any environmental assessments or studies which exist with respect to the Property other than those prepared by or on behalf of the Buyer. Hazardous Materials shall mean any petroleum product and all hazardous or toxic substances or wastes, any substances which because of their quantities concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation, any hazardous or toxic wastes or

substances which are included under or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substance Control Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Federal Resource Conservation and Recovery Act and similar state laws, rules, orders, and regulations adopted thereunder, as the same may be amended.

- (f) Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations) for purposes of United States income taxation.
- (g) To the best of Seller's knowledge, information and belief, there are no underground oil tanks on the Premises.
- (h) To the best of Seller's knowledge, information and belief, there has been no use of chlordane in, on or about the Premises.
- (i) Seller has received no notice of, and to the best of Seller's knowledge, information and belief, there are no betterments approved or pending by the Town of North Smithfield which could result in a betterment assessment against the Premises.

The Seller has received no notice from any municipal, county, state, federal or other governmental or quasi-governmental agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal laws, codes, ordinances, statutes, rules or regulations.

23. REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into this Agreement, Buyer hereby makes the following material representations, all of which are true and correct as of the date of this Agreement, shall be true and correct as of the date of the delivery of the Deed, and shall survive the delivery of the Deed:

- (a) Subject to the required approvals of the Mayor and the City Council of the City of Woonsocket, Buyer has the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement.
- (b) This Agreement and the documents to be executed and delivered by Buyer in connection with the consummation of the transactions contemplated by this Agreement, are and will be valid, binding, and enforceable upon Buyer in accordance with their respective terms and conditions.

24. CLOSING DOCUMENTS.

Simultaneously with the delivery of the Deed, Seller shall deliver to Buyer the following documents to be prepared by Buyer and any other documents reasonably requested by the Buyer:

- (a) Such customary affidavits and/or indemnities as may be required by Buyer or as may be necessary to induce the Title Company to issue the Title Policy;
- (b) A Residency Affidavit from Seller to satisfy Section 44-30-71.3 of the Rhode Island General Laws;
- (c) An affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued there under, stating under penalty of perjury Seller's address and United States taxpayer identification number and that Seller is not a foreign person;
- (d) Internal Revenue Service Form W-8 or Form W-9 as applicable, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service;
- (e) A certificate providing that the representations and warranties of Seller set forth herein remain true and correct as if made on the Closing Date; and
- (f) An original of a closing statement acceptable to Buyer, setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the closing.

At Closing, the Buyer shall deliver Seller any documents reasonably requested by Seller.

In addition, each party shall deliver to the other party or the Title Company such duly executed and acknowledged or verified certificates, affidavits, and other usual closing documents respecting the power and authority to perform the obligations hereunder and as to the due authorization thereof by the appropriate corporate, partnership, membership, trusteeship, or other representatives acting for it, as the other party or the Title Company may reasonably request.

25. NOTICE.

Any notice required or permitted to be given hereunder shall be in writing and delivered either (i) by hand; (ii) mailed postage prepaid by certified mail, return receipt requested; (iii) by fax with evidence of completed transmission (with copy by overnight delivery service or personal delivery); or (iv) sent by recognized overnight courier capable of providing a receipt, addressed to the parties at the addresses set forth above, and if to Buyer or to the Escrow Agent, at the address set forth below:

I
If to Buyer or Escrow Agent: Adler Pollock & Sheehan P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903
Attn: Robert L. Stolzman, Esq.

If to Seller, a copy to: Aram P. Jarret, Jr., Esq.
Jarret Law, LLC
176 Eddie Dowling Hwy.
N. Smithfield, RI 02896

Any such notice shall be deemed properly served and delivered for all purposes hereunder on the date such notice is delivered, if hand-delivered or faxed; at the time indicated as stamped by any post office regularly maintained by the United States Postal Authority, if so mailed; or at the time indicated on the receipt, if sent by recognized overnight courier.

26. BROKER.

Seller and Buyer represent each to the other that they have not engaged any broker, entered into a listing agreement or other contract or otherwise retained a broker in connection with the Premises. Each shall indemnify and hold the other harmless from and against any loss, cost or damage suffered or incurred by the other as a result of a breach of the foregoing representation. The representations and obligations under this Paragraph shall survive the delivery of the Deed or, if the sale of the Premises does not occur, the termination of this Agreement.

27. NO OFFER.

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or sell the Premises. Neither the Buyer nor the Seller shall be legally obligated with respect to a purchase or sale of the Premises unless and until this Agreement has been executed by both the Buyer and the Seller and fully executed originals have been delivered to each.

28. RECORDING.

In the event the Seller defaults on its obligations under this Agreement, Buyer may record this Agreement in the Land Evidence Records.

29. ASSIGNMENT.

Intentionally Omitted.

30. LIABILITY OF SHAREHOLDER, TRUSTEE OR BENEFICIARY.

If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust shall be personally liable for any obligation, express or implied hereunder. If Seller and Buyer disclose in its execution of this Agreement that it is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder shall be joint and several.

31. PATRIOT ACT.

Neither party has engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S. international or other anti-money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), or any other act issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), as may be amended or supplemented from time to time ("Executive Order 13224") or (iii) on behalf of terrorists or terrorist organizations, including, without limitation, those persons or entities that are included on any relevant list maintained by any country or organization, all as may be amended from time to time. The Seller is not nor will be a person or entity (a) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (b) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofacisdnitllsdn.pdf>), or (c) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224.

32. CONSTRUCTION OF AGREEMENT.

This instrument, executed in two (2) original counterparts, is to be construed as a Rhode Island contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are

not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

33. BENEFITS AND OBLIGATIONS: NO THIRD PARTY BENEFICIARIES.

No party other than the parties hereto or their respective heirs, legal representatives, successors and assigns shall have any right or benefit herein, including without limitation, the right to insist upon or enforce against either Seller or Buyer the performance of all or any of their respective obligations hereunder, and no such third party shall be deemed to have received any benefit as a result of any provisions of this Agreement.

34. COUNTERPARTS.

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

35. SELLER FAMILY BURIAL PLOT.

Buyer and Seller agree that there exists upon the Property a family burial plot. Buyer agrees that the Deed, or other documentation as the parties may agree, shall reflect that Buyer shall (a) attempt to identify said burial plot when conducting its survey of the Property, (b) place reasonable fencing around said burial plot, (c) allow Seller to bury family members of Rebekah Rose Sadlow in said burial plot, but only in accordance with all applicable laws and regulations, and (d) allow Seller and the heirs and family descendants of Rebekah Rose Sadlow pedestrian access to the family burial plot.

[Remainder of Page Intentionally Left Blank]

EXECUTED ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER:

Lori A. Speed,
EXECUTOR, ESTATE OF
Rebekah Rose Sadlow

Steven P. DiAlonzo 8/20/19

BUYER:

CITY OF WOOSCKET, WATER DIVISION

By: STEVEN P. DiALONZO
Print Name:

JOINDER

The undersigned has read this Agreement and hereby evidences its acceptance of and agreement to the terms and conditions of this Agreement to the extent that such terms and conditions relate to it, as Escrow Agent.

ADLER POLLOCK & SHEEHAN P.C.

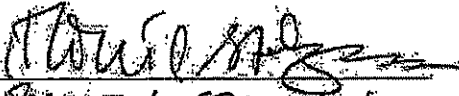
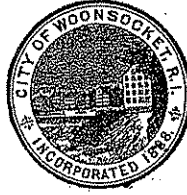
By: 
ROBERT L. STOZZ

EXHIBIT A
LEGAL DESCRIPTION

959317.v6

City of Woonsocket Rhode Island

20 R 10



January 27, 2020 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

WHEREAS, The Tax Board of Assessment Review, 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.

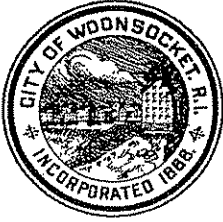
Acct. No.	Name	Year	Property	Code	Abatement
R00-8389-78	Village Woonsocket Limited Partnership	2018	182 Cumberland St 37B-004-005	86 Board of Assessment Review	\$47,390.81 see attached

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 st
75	- Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76	- Building (s) demolished prior to assessment date
77	- Property was assessed at incorrect tax year/ incorrect tax rate, classification and/ or depreciation
78	- Adjustment to property valuation due to extreme deterioration prior to assessment date
79	- Property sustained fire damage – prior to assessment date
80	- 5 +5 Plan
81	- Party deceased prior to assessment date
82	- Per Order of the City Council
83	- Original abatement was approved and granted last year, but not carried forward for this year's tax roll
84	- Per advice & recommendation of Law Dept.
85	- Per Court Order
86	- First appeal /Submitted by the Tax Board of Assessment Review
87	- Wrong party – recertified//wrong classification-recertified
88	- Tax Exempt -- Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89	- Value reduced by R.I. Vehicle Value Commission
90	- Property taken over by the State for highway purposes
91	- Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92	- Bankruptcy
93	- Lot dropped and added to another lot
94	- Job Incentive Creation Program Exemption
95	- Due to the new software system an abatement must be done prior to a recertification of taxes
96	- Pro-Rated Homestead Exemption
97	- Assessment adjustment due to supporting documentation submitted by taxpayer
98	- Remove Homestead Exemption / recertified exemption credit



City of Woonsocket

ASSESSING DIVISION, FINANCE DEPARTMENT
PO BOX B, 169 MAIN STREET
WOONSOCKET, RHODE ISLAND 02895
TEL (401) 767-9270 & (401) 767-9271
FAX (401) 597-6604

To: Honorable Members of the City Council
From: Elyse Paré, City Assessor
Date: January 22, 2020
Subject: **Proposed Abatement 182 Cumberland Street**

The property owners of 182 Cumberland Street (Village Woonsocket Limited Partnership) appeared before the Board of Taxation Review on June 27, 2019. The Board voted to reduce the assessment to \$3,827,100.

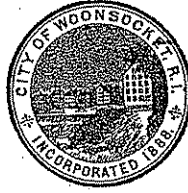
As a result of the above, I am requesting the real estate account R00-8389-78 to be abated in the amount of \$47,390.81 for the 2018 taxes. Since the abatement was approved for the 2018 tax roll, the assessment should have carried forward to the 2019 tax roll, reflecting an abatement of \$47,063.43. The abatements should be applied to Plat/Lot 37B-004-005.

Respectfully Submitted,

Elyse Paré
Acting City Assessor

City of Woonsocket Rhode Island

20 R 11



January 27, 2020 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

WHEREAS, The Tax Board of Assessment Review, 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.

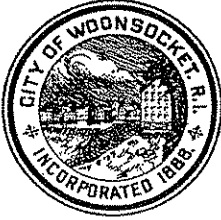
Acct. No.	Name	Year	Property	Code	Abatement
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Daniel M. Gendron
By request of the Administration

ASSESSOR'S

ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
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City of Woonsocket

ASSESSING DIVISION, FINANCE DEPARTMENT
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WOONSOCKET, RHODE ISLAND 02895
TEL (401) 767-9270 & (401) 767-9271
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To: Honorable Members of the City Council
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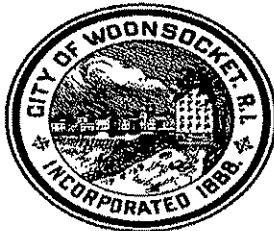
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Respectfully Submitted,

Elyse Paré
Acting City Assessor

City of Woonsocket Rhode Island



January 27, A.D. 2020

Resolution

ENSURING THAT ANY RELOCATION OR REPLACEMENT OF THE "JOHN R. DIONNE TRACK AND FIELD" WILL REMAIN SO DESIGNATED

WHEREAS, on October 20, 1986 the Woonsocket City Council passed a Resolution designating the yet to be constructed track and field facility as the "John R. Dionne Track and Field"; and

WHEREAS, on October 23, 1986 Mayor Charles C. Baldelli signed and approved said Resolution; and

WHEREAS, John R. Dionne has engaged in a lifetime of service to the City of Woonsocket; and

WHEREAS, on April 26, 2014 John R. Dionne was inducted into the Rhode Island Heritage Hall of Fame; and

WHEREAS, in an article in the Valley Breeze published December 12, 2019 it was stated the City of Woonsocket is seeking to build a new track and field facility which would "replace the current Dionne track"; and

WHEREAS, the City Council believes that the achievements and service of John R. Dionne should continue to be honored in accordance with the aforementioned resolution.

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

SECTION 1. That any relocation or replacement of the “John R. Dionne Track and Field” will remain so designated as required in the resolution as passed and signed into law on October 23, 1986.

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

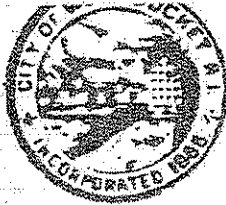
Daniel Gendron, Council President

John. Ward – City Councilman

Jon D. Brien, Council Vice-President

Denise Sierra – City Councilwoman

James Cournoyer – City Councilman



October 9, A.D. 19 66

Resolution

NAMING THE PROPOSED TRACK AND FIELD COMPLEX TO BE ERRECTED OFF CUMBERLAND HILL ROAD "JOHN R. DIONNE TRACK & FIELD"

- WHEREAS, John R. Dionne was born in the City of Woonsocket on June 15, 1935, the youngest son of the late Raymond Dionne and Elizabeth Krawczyk; and
- WHEREAS, John R. Dionne was educated in the City of Woonsocket School system leaving school after completion of the tenth grade at Woonsocket High School and entering the United States Navy; and
- WHEREAS, after serving four years in the United States Navy and after completing his High School Education, and receiving an Honorable Discharge returned to his native Woonsocket; and
- WHEREAS, on August 3, 1963, he took unto marriage, at St. Joseph's Church of Woonsocket, the former Jeannine V. Cole, and they together have established their home and family of Michelle Ann, Elizabeth Louise, Catherine Ann and John Joseph in the City of Woonsocket; and
- WHEREAS, John R. Dionne has established his professional career in the City of Woonsocket as a 20 year employee of Marquette Credit Union, Woonsocket's and Rhode Island's largest Credit Union, attaining the position of Vice President of Marketing and Public Relations; and
- WHEREAS, John R. Dionne, as a citizen of the City of Woonsocket, has demonstrated his concern, dedication, compassion and responsibility to the people of his community as echoed in a Certificate of Honor presented to him in 1969 by the Greater Chamber of Commerce, the first such award presented to an individual other than a business, which reads:
- "His voluntary participation in a host of civic activities, his willingness to help where help is needed, his generous contributions of time and energy for worthy purposes, and particularly his dedicated and enthusiastic leadership of the successful 1969 Milk Fund Appeal reflects his deep concern for the welfare of the community and its people. He is the embodiment of the maxim, 'Action Speaks Louder Than Words'." Dated February 1970; and
- WHEREAS, John R. Dionne didn't stop his volunteer efforts with the 1969 Milk Fund Appeal. He continued as Chairman for 14 years, with each year surpassing the previous year in monies collected to provide needy children of Woonsocket with milk on a year-round basis. Funds totalling in excess of \$436,000 were collected under his leadership; and



WHEREAS,

John R. Dionne's record as a volunteer is highlighted by his leadership in serving as chairman of fund raising projects to benefit people in need, including:

1969 to 1982	General Chairman Milk Fund	\$436,184.97
1970	Co-Chairman Telstar Drum Corps Fund Drive	3,975.00
1970 to 1971	Chairman Woonsocket Heart Fund Sunday	7,200.00
1972	Chairman Honey Sunday Fund Raiser for Retarded Citizens	3,100.00
1973	Chairman Harold Matheson Family Fund Drive	51,000.00
1975	Co-Chairman Capital Fund Drive to aid N.R.I. E.V.O.	25,000.00
1973	Chairman Thundersmist District Boy Scouts Fund Drive	8,400.00
1975	Charles Masterson Family Fund	6,856.00
1976 to 1986	Northern Rhode Island Chairman United Cerebral Palsy Telethon	38,500.00
1977	Chairman Rodney St. Sauveur Children's Fund	9,700.00
1977 to 1986	Northern R.I. Chairman for Muscular Dystrophy Telethon	134,000.00
1978	Chairman Project Bells Fund Drive to build a Carillon System in the new downtown area of Woonsocket	7,258.00
1978	Chairman Jerry Lewis Telethon For R.I. on Channel 12	251,951.00
1978	Co-Chairman Kevin McMann Fund	6,434.00
1978	Chairman Marie Family Fund	1,086.00
1979	Co-Chairman Woonsocket Police Firing Range Fund Drive	2,368.00
1979 to 1986	Co-Chairman St. Judge Hospital Local radiothon and Lollypop Sale	80,000.00
1979	Chairman "On to Disney" for Sue	1,541.50
1980	Chairman Kevin Poisson Fund	980.00
1981	Chairman of "Tommy's Dream"	400.00
1983 to 1985	Chairman of Spirit Express to send Young Adults to join up with People	36,000.00
1982 to 1986	Honorary Chairman of Milk Fund	200,000.00
1984	Chairman of the children's "We Remember" to build a monument to honor the men and women who served in the Vietnam War	70,000.00
1973	Chairman tribute to Marine Sgt. Dennis Tellier, who served four years as P.O.W. in Vietnam,	
1976	Woonsocket Site Chairman for Swine Influenza (Flue) Vaccine	



WHEREAS, John R. Dionne, furthered his involvement in his community by his participation as a volunteer in a multitude of organizations, including:

President Woonsocket Jaycees
President Greater Woonsocket Visiting Nurses Association
Commander St. Joseph's Veterans Association
Grand Knight Keough Council Knights of Columbus
President Catholic Young Adult Council Diocese of Providence
President Diamond Hill Columbus Club
President Recreational Activities Center for Elderly (R.A.C.E.)
President Woonsocket Baseball Club
President R.I. Chapter Muscular Dystrophy Association
President Central Woonsocket Business Associates
President Rhode Island Jaycees
President United States Jaycees Hub Club
Charter Member Woonsocket Family & Child Service
Board member Young at Heart
Board member Northern R.I. C.V.O.
Board member Greater Woonsocket Chamber of Commerce
Treasurer Better Homes by Woonsocket Jaycees (Built Waterview)
Vice President United States Jaycees Senate
Board member United Cerebral Palsy of Rhode Island
Board member Girl Scouts of Rhode Island
Board member Woonsocket Kiwanis Club
Board member Architectural Barriers Committee of Woonsocket
Board member Quinn Foundation for Retarded Citizens
Board member St. Joseph's Church Parish Council
Member Woonsocket Democratic City Committee
Member Woonsocket Rotary Club
Member Cercle Laurier
Member Woonsocket Elks Club
Member Post No. 7 American Legion
Member Fraternal Order of Police Lodge No. 9 Associates
Member Woonsocket Council No. 113 Knights of Columbus
Member General Moylan 4th Degree Knights of Columbus
Member East Woonsocket Little League, Volunteer Empire
Member Northern R.I. R.I.A.R.C.
Corporator Woonsocket Hospital
Woonsocket Advisory Board, Rhode Island Justice Assistance
Member Woonsocket City Council
Member Woonsocket Centennial Commission
Member N.R.I. Cable Advisory Committee

; and

WHEREAS, John R. Dionne as a member of better homes by Woonsocket Jaycees, served as Treasurer of this non-profit corporation which was responsible for the building of Waterview Apartments which provide low cost housing for the elderly of the City of Woonsocket; and



WHEREAS, John R. Dionne has served as a member of the City Council of the City of Woonsocket since 1977 and presently sits as Council President; and

WHEREAS, John R. Dionne as a member of the City Council has always been a strong supporter of the youth of our City serving as a leading force for the providing of recreational facilities for the young people of the City of Woonsocket; and

WHEREAS, John R. Dionne, a citizen of the City of Woonsocket, has been the recipient of many awards and honors bringing pride to his family, himself and to the City of Woonsocket; including:

- 1971 Outstanding Young Man City of Woonsocket by the Woonsocket Jaycees;
- 1972 Named One of Three Outstanding Young Men of Rhode Island by Rhode Island Jaycees;
- 1972 Named One of Three Outstanding Young Men of New England by the New England States Jaycees;
- 1972 One of the thirty finalists in America's Ten Outstanding Young Men of America by the United States Jaycees Congress of 1971;
- 1973 His name was read into the Congressional Record of the Congress of the United States by Congressman Fernand J. St. Germain for his Chairmanship of the Tribute to Dennis Tellier;
- 1975 Was named Citizen of the Year by the Woonsocket Kiwanis Club. This award is the highest award a citizen of Woonsocket can receive for contribution to the community;
- 1983 On May 17, 1982 over 500 people gathered to Honor John R. Dionne for his thousand of hours of volunteerism. Included in this tribute were awards and telegrams from Jerry Lewis, Danny Thomas, Congressional and State leaders and a personal letter from the President of the United States of America citing him for his tremendous record of volunteerism.
On this evening he also received from the School Committee of the City of Woonsocket an Honorary High School Diploma, the first ever awarded in the history of the School Department of the City of Woonsocket;
- 1983 Plaque of honor from the Fairmorth Little League of Woonsocket for his efforts in having lights erected at Ayotte Field;
- 1985 Plaque of Honor from the Pre-teen Football League of Woonsocket for his continued support of the youth of the City of Woonsocket;



1986 The first recipient of the Donald Gecking Award by the Rhode Island Jaycees Senate for dedication to his community and state;

1986 Awarded a Golden Mirror Award by the Credit Union Executive Society for outstanding public relations in his community, this being the first award of this type presented in the United States; and

WHEREAS, as a member of the City Council he urged and was successful in the erection of lights for Gaston A. Ayotte Field, the first Little League field in the City of Woonsocket to have lights; and

WHEREAS, along with other members of the City Council was committed to the providing of lights for Berron Park for the Pony League, Costa Park for the residents of Fairmount Street, Hockey Rink at Cass Park and a running track and soccer field which is to be erected at the former Mi Casa Youth Center site located off Cumberland Hill Road; and

WHEREAS, WITH THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS THE RUNNING TRACK AND SOCCER FIELD IS ABOUT TO BE BUILT FOR THE BENEFIT OF ALL OF THE PEOPLE OF WOONSOCKET; and

WHEREAS, the City Council of the City of Woonsocket is desirous of saying thank you to John R. Dionne, a citizen of Woonsocket who has donated thousands of volunteer hours to the people of Woonsocket, hours which has taken him from his family for the betterment of our community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET:

SECTION 1. That the City Council extends its thanks on behalf of all of the people of the City of Woonsocket to John R. Dionne for his dedication and contributions to the people of the City of Woonsocket.

SECTION 2. That the City Council of the City of Woonsocket salutes John R. Dionne as a native son and as a distinguished citizen of the City of Woonsocket.

SECTION 3. That from this date forward the parcel of land presently known as the Mi Casa Youth Center Site, and where a running track and soccer field is to be built by the City of Woonsocket be known as the "JOHN R. DIONNE TRACK AND FIELD",

SECTION 4. That the City Clerk of the City of Woonsocket in cooperation with the Director of Planning and Development have erected suitable markers with the above designation.



SECTION 5. That a copy of this resolution be forwarded to JOHN R. DIONNE.

SECTION 6. This resolution shall take effect upon its passage.

Samuel M. Auclair
Samuel M. Auclair

Walter E. Brown
Walter E. Brown

Robert J. Fontaine
Robert J. Fontaine

Susan D. Menara
Susan D. Menara

IN CITY COUNCIL October 20, 1986 - Read by title and passed.

Signed and approved by Mayor Charles C. Baldelli - October 23, 1986

Editorial

The Call

'Mr. Milk Fund'

Anyone who can direct a 14-year fund-raising operation to bring in nearly a half-million dollars without giving anything in return of greater value than a lollipop deserves more than the "Mr. Milk Fund" honorary title which they have accorded him, but we feel sure that John R. Dionne doesn't even expect that.

If he were a professional fund-raiser, he could have earned himself a tidy sum, but he professes only to right wrongs, to help those who cannot help themselves or to honor those who deserve it.

John Dionne has done this in many ways in addition to those which made up the month-long Milk Fund Appeals over the past 14 years. If any deed or performance cries out for recognition or honor, one can be assured that Dionne will be there pitching in to see that honor is done.

It is fitting, and long overdue, that the work which this man has done be recognized. On May 17, all those who have worked with him on appeals, campaigns, testimonials, drives and other such community-oriented efforts will join in honoring him at a testimonial. There may be many words of praise uttered that night. He will merit each word. We would echo only the words of Leigh Hunt, in *Abou Ben Adhem*:

"May his tribe increase!"



Call Photo/Francis A. Pelletier

Let the work begin!

Ground is broken at ceremonies yesterday for the John R. Dionne Track and Field facility off Newland Avenue. From left are City Council President Mary L. Lamoureux, the honoree, City Clerk John R. Reynolds and Mayor Charles C. Baldelli.

Dionne credits charity helpers at ground-breaking of track

Accepting the award on behalf of all the citizens of Woonsocket who have helped him in his numerous fund-raising endeavors, construction of the John R. Dionne Track officially began yesterday with an acceptance speech from the honoree.

Ground was broken for the track and field facility at the site of the former Mi Casa youth center off Cumberland Hill Road behind Newland Avenue. The facility, which will include a soccer field in the middle of the track, is expected to be completed by the fall. It will cost \$486,000 in federal funds.

"This track belongs to everyone who has ever helped me in my charitable work ... the guy who dropped a quarter in a Milk Fund bottle or gave a dollar to fight cerebral palsy," Dionne said at a brief and chilly ceremony attended by numerous city dignitaries.

Dionne stressed that the honor was bestowed upon him for his community work, such as serving as the Milk Fund chairman for 14 years and honorary chairman for the last five. He has estimated that his fund-raising have collected more than \$1.2 million over the last 19 years. He has also helped to raise money to battle cerebral palsy, muscular dystrophy, cancer, as well as many community causes.

"This honor also belong to *The Call* and the radio stations who have helped to publicize the various causes," Dionne said. "And I can't give enough credit to my family and friends who have supported me throughout the years."

to seek re-election to the City Council after serving 10 years, including six as president.

"As a politician, I'm not deserving of such an honor," he stated.

It was the second such honor for community service that has been bestowed upon Dionne recently. He was presented with the American Spirit Award by the Air Force earlier this month in Springfield, Mass.

Also speaking yesterday were Mayor Charles C. Baldelli and City Council President Mary L. Lamoureux. City Clerk John R. Reynolds handled the introductions.

Among those attending the ceremonies were City Councilwomen Susan D. Menard and Joan Maney Carbone; former Councilmen Wilfred E. Bacon and Dennis M. Auclair, who both served with Dionne; Zoning Board of Review members Terrence B. McKenna and William D. Boulris; Peter P. Granieri Jr., director of public works; N. David Bouley, director of planning and development; Nancy L. Brittain, city planner; Joseph F. Garlick Jr., federal grants administrator; Timothy P. Connors, schools superintendent; Marcel P. Pelouquin, Woonsocket High School athletic director; and Robert J. Ayotte, director of parks and recreation.

The contractor is J.H. Lynch and Sons Inc. of Cumberland, which has begun to survey and clear the land in preparation for construction. Surfacing of the track is expected to take place sometime shortly after July 1.

Editorial

Much-needed track facility a deserving tribute to Dionne

The breaking of ground for the John R. Dionne Track and Field earlier this week was special for two reasons.

First of all, there is a tremendous need for such an athletic complex in the city. The Woonsocket High School track team has a proud tradition in the sport, but for the past several years has had to stage all its meets on the road because it doesn't have a suitable facility.

The track, being built at the former Mi Casa Recreation Center site off Newland Avenue, also will have a soccer field in the middle. It will be available for use to the many citizens who now travel to Blackstone, Cumberland, Lincoln and other neighboring towns to use the jogging tracks.

The facility, which will be ready in the fall, is being

built at a cost of \$486,000, all in federal funds.

The second reason for the significance of the occasion was the fitting tribute to John Dionne, who has poured his heart and soul into community charitable endeavors over the years.

While *The Call*, the radio stations and the Jaycees play vital roles in the huge success of the Milk Fund, the package would never come together without the invaluable assistance of Dionne. For the last five years, he has served as the honorary chairman of Woonsocket's favorite charity after toiling for 14 years as the general chairman.

He has always found time in his hectic schedule to raise funds for muscular dystrophy, cerebral palsy, cancer and so many commu-

nity endeavors. It is estimated that Dionne has helped raise \$1.2 million over the last 19 years in his various charitable causes.

In typical fashion, Dionne deflected credit to himself for these accomplishments, instead crediting his family, friends and all the people in the area who have ever contributed to any of the causes.

He made it clear that the honor was not bestowed upon him for political reasons. Although he served the City Council well for 10 years before stepping down in January, Dionne felt his political achievements are dwarfed by his community efforts.

John R. Dionne will be a proud man when he jogs around the beautiful new track this fall. And justifiably so. It's a well-deserved honor.



Rhode Island Heritage Hall of Fame
50th Annual Dinner and Induction Ceremony

2014 Honorees

Warren Alpert
Arthur "Artie" Cabral
Catherine O'Reilly Collette
John R. Dionne
Major General Morphis Jamiel
Albert T. Klyberg, L.H.D.
Ambassador J. William Middendorf
Bernard Thomas "Slick" Pina
Thomas A. Verdi

Rhodes on the Pawtuxet
Saturday, April 26, 2014

Reception: 5:00 pm
Dinner: 6:00 pm
Induction to follow Dinner

RSVP Deadline: April 21, 2014
Admission: \$75.00 per person

The RIHMF is a non profit 501(c)3 organization.
Your contribution is tax deductible.

JOHN R. DIONNE

Woonsocket-born John Dionne, is the son of the late Raymond Dionne and Elizabeth (Krawczyk) Dionne. He enlisted in the U.S. Navy after dropping out of high school in the 11th grade, but he received a GED while in the Navy from the Rhode Island Department of Education. However, John is not known for his educational achievements, but rather for his many humanitarian and civic endeavors. His fundraising is legendary in Woonsocket and environs, highlighted by his service for thirty-nine years as chairman and co-chairman of the "Milk Fund" appeal—a charitable enterprise that benefits needy children from working poor families on a year-round basis.

Including his leadership of the Milk Fund, John has served as chairman or co-chairman of 60 fundraising activities that have raised in excess of 3 million dollars for needy recipients.

In May 1983 the *Woonsocket Call* dubbed John "Mr. Milk Fund," asserting that "anyone who can direct a 14-year fundraising operation to bring in a half million dollars without giving anything of greater value than a lollipop, deserves more than the 'Mr. Milk Fund' honorary title which they have accorded him, but we feel sure that John R. Dionne doesn't even expect that."

In May 1984, the *Providence Journal* affectionately dubbed John a 'professional beggar' for his charitable work, stating that

"Fundraising for charity is a way of life for legendary John R. Dionne." Congressman Fernand St. Germain observed that John "heads up everything that's a success in the Woonsocket area."

A January 29, 1988

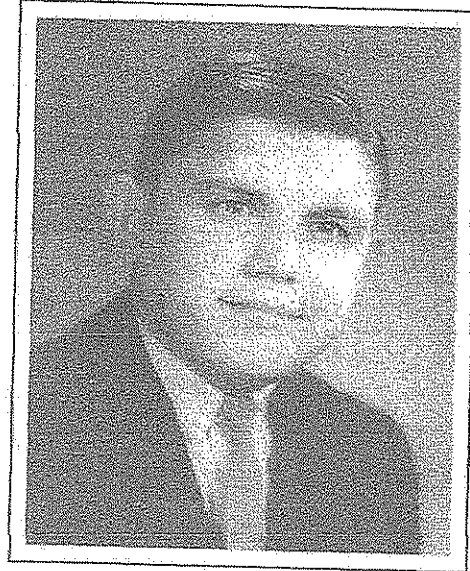
Woonsocket Call editorial noted the dedication of the John R. Dionne Track and Field, calling it "a deserving tribute to Dionne," because "he has poured his heart and soul in community charitable endeavors over the years. In addition to the Milk Fund he has always found time to raise funds for muscular dystrophy, cerebral palsy, cancer, heart, retarded citizens, and so many other community endeavors."

Over the past forty years, John has held the presidency of eleven different organizations, served on the board of directors of 10 non-profits, and maintained active memberships in 13 civic, fraternal, and religious organizations.

A 25-year employee of Marquette Credit Union, John served as senior vice president of marketing and public relations and president of Marquette Travel. His marketing and public relations portfolio was awarded a first place Golden Mirror Award by the National Credit Union Association, and John was also awarded the credit union's coveted Dora Maxwell Award for community activities.

John's local popularity enabled him to serve for ten years on the Woonsocket City

Council — six as its president. His other public service in Woonsocket includes manager of the Board of Canvassers, Director of Human Services, Director of Public Safety, and Administrative Assistant to the Mayor.



In August, John and his wife, the former Jeannine V. Cote, will celebrate 51 years of marriage. They are the parents of four children, Michelle Elizabeth, Catherine, and John J and they have 12 grandchildren.

The Rhode Island Heritage Hall of Fame takes notice of extraordinary local leaders in selecting its members. John Dionne, Woonsocket's modern William Harris, is certainly one of those extraordinary individuals!

Albert R. Beauparlant

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12/11/2019

City targets new track in next round of Cass Park updates

By LAUREN CLEM, Valley Breeze Staff Writer

WOONSOCKET – City officials are hoping the state will kick in up to \$400,000 for the next round of updates to Cass Park planned to start next summer.

On Monday, the Planning Board approved an application for a Rhode Island Department of Environmental Management recreation grant to build a new track at the 60-plus acre park complex. The new track would replace the current Dionne Track on Cumberland Hill Road.

“This is not the first time that (we’ve applied) for a recreation grant through (RIDEM). We have applied in the past and we’ve been successful,” Mayor Lisa Baldelli-Hunt told board members.

The city has previously been the recipient of RIDEM funds for a number of improvements at Cass Park, including new basketball courts, bridges and work around the edge of the pond. The most recent improvement, a girls’ softball field at the base of the hill leading up to Renaud Field, will be ready for play next spring, said Baldelli-Hunt.

While the designs are still preliminary, the current plan is to relocate the track from the end of a driveway off Cumberland Hill Road to a partially wooded area near the new softball field. The new location will take advantage of a little-used space between the track, Renaud Field and Cass Park that will likely require some excavation, according to Baldelli-Hunt.



The new location would also pave the way for another of Baldelli-Hunt’s proposed park improvements, the relocation of the Woonsocket High School football field from Barry Field. While the proposal has drawn pushback among some residents, she told Planning Board members on Monday the new location would allow the city to eventually locate a football field within the track.

That plan will require the city to significantly expand its facilities. While the current Cass Park parking lot contains about 70 spaces, she told board members, vehicle counts at the latest Thanksgiving Day football game totaled 170.

“That would help us acquire some parking so that people coming to Cass Park would have some additional

parking,” she said about the track relocation.

RIDEM recreation grants require a 20 percent match by municipalities, funds that have previously been supplied through in-kind labor from the city's Department of Public Works. Parking lot work by the city's in-house paving crew could also contribute to the match, according to Baldelli-Hunt.

If past applications are any indication, city officials don't expect to hear back on the grant until next spring. If approved, work could begin as early as July 1.

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City of Woonsocket Rhode Island



January 27, 2020

Resolution

REFERRING A REQUEST FOR DESIGNATION INTO THE HISTORIC STRUCTURES FLOATING OVERLAY DISTRICT PROPERTY KNOWN AS WOONSOCKET ASSESSOR'S PLAT 10, LOT 22, FORMER NATIONAL GUARD ARMORY, TO THE WOONSOCKET PLANNING BOARD

- WHEREAS,** the City Council of the City of Woonsocket has indicated a desire to move forward expeditiously with the redevelopment of the former National Guard Armory at 316 South Main Street; and
- WHEREAS,** an Ordinance Amending the Code of Ordinances of the City of Woonsocket, Rhode Island, Appendix C – Entitled “Zoning” to Create A Historic Structures Floating Overlay District dictates that request for such designation be referred to the Woonsocket Planning Board for advice and recommendation; and
- WHEREAS,** the City Council is supportive of such a designation and urges action by the Planning Board

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

- SECTION 1.** That the City Council of the City of Woonsocket refers the request to designate the property at Woonsocket Assessor’s Plat 10, Lot 22 [316 South Main Street Woonsocket, Rhode Island] as subject to the *Historic Structures Floating Overlay District* for review under the provisions of the above referenced resolution and seeks immediate attention to this proposal.
- SECTION 2.** That the request for such designation be referred to the Woonsocket Planning Board for advice and comment.
- SECTION 3.** This Resolution shall take effect immediately upon its passage by the City Council.

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