

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

PUBLIC HEARINGS

- 16 O 05 Amending the Comprehensive Plan of the City of Woonsocket, Rhode Island.-Murray
- 16 O 06 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, Entitled "Zoning" changing the zoning designation of Assessor's Plat 13, Lot 35, Assessor's Plat 14, Lots 232, 332 & 433 from Residential-4 (R-4); Assessor's Plat 13, Lots 14, 18, 128, 134, 190, 230, 279, 280, 286 & 287 and Assessor's Plat 14, Lots 352, 374, 385, 408 & 410 from Mixed-Use-2 (MU-2) to Mixed-Use-1 (MU-1).-Murray
- 16 CO 18* From Director of Planning & Development regarding Comprehensive Plan & Zone change (Arnold/Railroad/Blackstone Streets, Woonsocket).

REGULAR MEETING

7:00 P.M.

1. **COMMUNICATION** (Resignation of Council President)
2. **RE-ORGANIZATION** (President & Vice President, if necessary)
(Pursuant to Chapter II, Sec. 6 of the Woonsocket Home Rule Charter & Rule 3 of the Woonsocket City Council Rules of Order.
3. **ROLL CALL**
4. **PRAYER**
5. **PLEDGE OF ALLEGIANCE**
6. **CITIZENS GOOD AND WELFARE**
(Please limit comments to five minutes)
7. **APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD MARCH 7TH, 2016**
8. **CONSENT AGENDA**
All items on the consent agenda are indicated with an asterisk (*).
9. **COMMUNICATIONS FROM MAYOR**

None
10. **COMMUNICATIONS FROM CITY OFFICERS**

16 CO 15* From Planning Board Chairman submitting response to request for advice and recommendation to amend the Comprehensive Plan Future Land Use Map and Zoning Ordinance Change.
16 CO 16* From City Solicitor regarding request to pay property damage claim of Rev. Richard Desaulniers.
16 CO 17* From Woonsocket School Committee submitting a resolution in support of a Charter amendment regarding the School budget due date.
11. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

16 LC 09 A request of the Knights of Columbus Council 113 to hold a tag day on Saturday, May 14, 2016 with a rain date of Saturday, May 21, 2016.
16 LC 10 Application for licenses and renewal of licenses (listing attached).

12. COMMUNICATIONS AND PETITIONS

- 16 CP 15 Request of Councilman Gendron to address the following items:
1. Financial Condition/Budget.
2. Water Treatment Plant.
3. PILOT Agreements (Payment in Lieu of Taxes Agreements).
4. Tax Assessor/Personnel
5. Municipal Police and Fire Pension
- 16 CP 16 Request of Councilman Mancieri to address the following items:
1. Current status of RFP for city-wide financial management system.
2. Deadline to register to vote for Presidential primary.
3. Town Hall Meeting on April 14th, 2016.

**13. GOOD AND WELFARE
(Five minute limit, per Council Rules of Order)**

14. ORDINANCES PASSED FOR THE FIRST TIME MARCH 7TH

- 16 O 15 In amendment of the Code of Ordinances, City of Woonsocket, R.I. Appendix C, Entitled "Zoning" regarding Aquaculture, Vertical Gardening & Indoor Agriculture.-Beauchamp & Moreau
- 16 O 16 Establishing an Omnibus Tax Stabilization Program for the Woonsocket Downtown revitalization area.-Brien
- 16 O 17 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Beauchamp
- 16 O 18 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Beauchamp

15. ORDINANCES TABLED UNTIL THIS MEETING

- 16 O 05 Amending the Comprehensive Plan of the City of Woonsocket, Rhode Island.-Murray
- 16 O 06 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, Entitled "Zoning" changing the zoning designation of Assessor's Plat 13, Lot 35, Assessor's Plat 14, Lots 232, 332 & 433 from Residential-4 (R-4); Assessor's Plat 13, Lots 14,18, 128, 134, 190, 230, 279, 280, 286 & 287 and Assessor's Plat 14, Lots 352, 374, 385, 408 & 410 from Mixed-Use-2 (MU-2) to Mixed-Use-1 (MU-1).-Murray

16. NEW ORDINANCES

- 16 O 20 Transferring Funds – Department of Public Safety (Police).-Brien
- 16 O 21 Transferring Funds – City Capital Fund.-Brien
- 16 O 22 In amendment of Chapter 2 Entitled, "Administration" of the Code of Ordinances, City of Woonsocket.-Mancieri
- 16 O 23 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Beauchamp
- 16 O 24 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances of the City of Woonsocket.-Murray
- 16 O 25 Accepting quitclaim deed for the property located adjacent to World War II Park, Woonsocket, Rhode Island.-Moreau
- 16 O 26 Authorizing the Mayor to enter into a temporary construction easement agreement with H.S. Realty Corporation.-Moreau
- 16 O 27 In amendment of Chapter 7288 of the Ordinances of the City of Woonsocket Entitled, "Personnel Ordinance" as amended pertaining to Non-Union Classified Municipal Employees.-Moreau
- 16 O 28 In amendment of Chapter 7288 of the Ordinances of the City of Woonsocket Entitled, "Personnel Ordinance" as amended pertaining to Professional, Sub-Professional, and Inspection Group Municipal Employees.-Moreau

17. NEW RESOLUTIONS

- 16 R 43 Granting permission to use City property.-Brien
16 R 44 Authorizing the cancellation of certain taxes.-Brien
16 R 45 Resolution in opposition of Senate Bill 2683-Mancieri
16 R 46 Adopting a mission statement for the Woonsocket City Council.-Mancieri
16 R 47 Authorizing the Mayor to enter into a licensing agreement with the Rhode
Island Department of Environmental Management for the use of World
War II Park.-Moreau

16 R 48 Granting permission to use City property.-Mancieri
16 R 49 Authorizing the City of Woonsocket-Public Works Department to proceed
with construction of the Cumberland Interconnection Contract No. 2
Project.-Moreau

16 R 50 Resolution in opposition of House Bill 7813 which attempts to establish a
Blackstone Valley Regional Wastewater Facility.-All Councilors
16 R 51 Authorizing the Mayor to negotiate new PILOT Agreements with certain
entities whose current PILOT will expire July 1,

18. ADJOURNMENT

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

Posted March 17, 2016

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

ENTERTAINMENT

St Ann Arts & Cultural Center, 84 Cumberland Street (DJ-5/14/16)

St Ann Arts & Cultural Center, 84 Cumberland Street (Live Band-4/9/16)

2ND CLASS VICTUALING

Two Eleven Diner, 867 Social Street

HOLIDAY

The Honey Shop, 6 Winthrop Street

STREET VENDOR

Don's Frozen Lemonade & Ice Cream, 422 East School Street

RENEWAL LICENSES

HOLIDAY SALES

A.J.'s Mini Market, 939 Social Street

Asian Market & Video, 475 Clinton Street

A & S Variety Store, 710 Elm Street

CosmoProf, 2168 Diamond Hill Road

Brookline Super Market, 211 Arnold Street

Burlington Coat Factory, 2000 Diamond Hill Road

Cardi's Furniture Mattresses, 1551 Diamond Hill Road

Convenience Store, 260 Logee Street

Cost Cutters, 1910 Diamond Hill Road

CVS, 1054 Cass Avenue

Dollar General Store, 1265 Mendon Road

Family Dollar Store of RI, 403 Clinton Street

Kelly's Laundromat, 260 Arnold Street

Lee's Convenience Store, 628 Social Street

Loads of Fun, 1173 Social Street

Minuteman Liquors, 779 Park Avenue

Oceans of Pets, 1794 Diamond Hill Road

Payless Shoesource, 1500 Diamond Hill Road

Price Rite, 2000 Diamond Hill Road

Pro's Liquor, 266 Mendon Road

Sally Beauty Supply, 1910 Diamond Hill Road

Sears Roebuck and Co, 1500 Diamond Hill Road

Walt's Clothing, 837 Cumberland Hill Road

Woonsocket Bowling Center, 1666 Diamond Hill Road

Woonsocket Convenience Store, 575 South Main Street

POOLTABLE/BILLIARDS

Brews & Cues, 42 Rathbun Street (2-Pooltables)

Club Lafayette, 289 Aylsworth Avenue (1-Pooltable)

Michael's, 493 Elm Street (2-Pooltables)

Tyra Club, 119 West Street (1-Pooltable)

QUARTERLY ENTERTAINMENT

Brews & Cues, 42 Rathbun Street (DJ)

Chan's Restaurant, 267 Main Street (Live Band, DJ, Karaoke)

Dollhouse RI, 579 Front Street (Exotic Female Dancing)

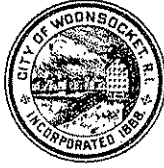
Michael's, 493 Elm Street (Live Band, DJ, Karaoke)

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

Woonsocket Lodge of Elks #850, 380 Social Street

STREET VENDOR

The Big Freezy, 721 Rathbun St, Blackstone, MA



RECEIVED
2016

*City of Woonsocket
Rhode Island*

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

LEGISLATIVE DEPARTMENT
CITY COUNCIL
CITY CLERK
PROBATE COURT

March 16, 2016

Ms. Christina Harmon-Duarte
City Clerk
City of Woonsocket
P.O. Box B
Woonsocket, Rhode Island 02895

Dear Madame Clerk:

Please be advised that I, Albert G. Brien hereby resign as President of the Woonsocket City Council effective immediately.

Respectfully submitted,


Albert G. Brien

/agb

cc: Mayor Lisa Baldelli-Hunt
Woonsocket City Council members

Monday, March 7, 2016

At a public hearing of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, March 7, 2016 at 6:40 P.M.

Six members are present. President Brien is absent

16 R 28 A resolution authorizing the proposed abandonment of all rights, title and interest in a portion of McMullen Avenue, in the City of Woonsocket is read by title.

There was no one present wishing to address the council.

16 O 05 An ordinance amending the comprehensive plan of the City of Woonsocket is read by title. The ordinance was tabled to March 21st.

16 O 06 An ordinance in amendment of Zoning Ordinance, Appendix C changing zoning designations for certain lots is read by title. The ordinance was tabled to March 21st.

16 O 15 An ordinance in amendment of Zoning Ordinance Appendix C regarding aquaculture, vertical gardening and indoor agriculture is read by title.

Mary Landreville and Charles Lemoine addressed the council.

16 O 16 An ordinance establishing an Omnibus Tax Stabilization Program for the Woonsocket Downtown revitalization area is read by title. There was no one present wishing to address the council.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the public hearings be adjourned at 6:52 P.M.

The regular meeting immediately follows at 7 P.M.

Six members are present. President Brien is absent.

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

The following persons addressed the council under citizens good and welfare: Jim Cournoyer, Charles Lemoine, Raymond Riel and Mary Landreville.

Upon motion of Councilman Jalette seconded by Councilman Gendron it is voted that the minutes of the regular meeting held February 15th be approved as submitted, a voice vote on same being unanimous.

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

The following items were listed on the consent agenda:

16 CO 13 A communication from Director Planning & Development regarding ADA requirements at Koto Steakhouse.

16 CO 14 A communication from chairman of the Woonsocket Capital Building Committee regarding Stage II of the five-year school capital improvement program.

16 M 06 A communication from Mayor submitting a request to read a resident mail is read by title,

Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted that the communication be received and placed on file.

16 M 07 A communication from Mayor regarding homestead exemption is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Beauchamp it is voted that the communication be received and placed on file.

16 LC 06 An application to transfer Class BV license from Koto Steak House Inc. to Toyo Steak House Inc. d/b/a Toyo Steak House at 401 Clinton Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Mancieri seconded by Councilman Gendron it is voted that the transfer be granted, a voice vote on same being unanimous. Attorney Joseph Carroll addressed the council.

16 LC 07 An application for transfer of Class BL license from Savannah to Stalag 13 Inc. d/b/a Elm Street Pizza at 596 Elm Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Jalette seconded by Councilman Mancieri it is voted that the transfer be granted, a voice vote on same being unanimous. Attorney Lloyd Gariepy addressed the council.

16 LC 08 Upon motion of Councilman Jalette seconded by Councilman Mancieri it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for Class F license, 1 application for Class F and entertainment license, 1 application Class F1 and entertainment license, 1 application for first class victualing license, 1 application for renewal of bowling alley license, 37 applications for renewal of holiday licenses, 3 applications for renewal of pool table license, 8 applications for renewal of quarterly entertainment license, 6 applications for renewal of street vendor license. The application of Champ's Liquors to hold holiday license was voted on and passed unanimously on a 5-0 voice vote with Councilwoman Murray abstaining from this vote.

16 CP 12 A request of Knights of Columbus Council 113 to hold a tag day on Saturday, May 14, 2016 with a rain date of May 21, 2016 is read by title, and

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

16 CP 13 A request of Councilman Gendron to address the following items: Financial condition/budget, water treatment plant and Ayotte Field.

16 CP 14 A request of Councilman Mancieri to address the following items: odor control report, city treasurer and workcamps applications.

The following remarks are made under good and welfare:

Councilwoman Murray passed.

Councilman Beauchamp passed.

President Brien was absent.

Councilman Gendron spoke about MyRa.

Councilman Jalette spoke about 10/10 club, his second annual fundraiser.

Councilman Mancieri passed.

Councilman Moreau passed.

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

16 R 40 A resolution approving and authorizing the Stage II application submittal of the five-year school capital plan to the Rhode Island Department of Education is read by title, and

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

16 O 05 An ordinance amending the Comprehensive Plan of the City of Woonsocket is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Beauchamp it is voted that the ordinance be tabled to March 21st, a voice vote on same being unanimous.

16 O 06 An ordinance in amendment of Zoning Ordinance, Appendix C changing the zoning designation of Assessor's Plat 13 Lot 35, Assessor's Plat 14 Lots 232, 332 and 433 from R 4, Assessor's Plat 13, Lots 14, 18, 128, 134, 190, 230, 279, 280, 286 and 287 and Assessor's Plat 14, Lots 352, 374, 385, 408 and 410 from MU 2 to MU 1 is read by title, and

Upon motion for Councilman Gendron seconded by Councilman Beauchamp it is voted that the ordinance be tabled to March 21st, a voice vote on same being unanimous.

16 O 15 An ordinance in amendment of Code of Ordinances Appendix C entitled "Zoning" regarding aquaculture, vertical gardening and indoor agriculture is read by title, and

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

16 O 16 An ordinance establishing an Omnibus Tax Stabilization Program for the Woonsocket Downtown revitalization are is read by title, and

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

Upon motion of Councilman Mancieri seconded by Councilman Gendron it is voted that the ordinance be amended as follows: On Page 9, in Section 5, at the end of Part B after "first class mail.", insert "The Director of Planning & Development shall prepare and submit an annual report to all properties in the program to the City Clerk for distribution to City Council members by June 1st of each year". The ordinance is then voted on and passed for the first time as amended, a roll call vote on same being unanimous.

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

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

16 O 18 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

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

16 O 19 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the ordinance be passed, however this motion is defeated on a 3-3 roll call vote with Councilors Gendron, Moreau and Murray voting no.

16 R 31 A resolution granting permission to use city property is read by title, and

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

16 R 32 A resolution petitioning the Rhode Island General Assembly at its January session to enact legislation amending Rhode Island General Law 44-3-3.1.1 is read by title, and

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

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

16 R 33 A resolution requesting the General Assembly delegation from Woonsocket to introduce legislation pertaining to Historic Tax Credits for distressed communities.

16 R 34 A resolution requesting the general assembly delegation from Woonsocket to introduce legislation and urge support of legislation pertaining to budget commissions appointments and duties.

16 R 35 A resolution requesting the Woonsocket delegation to the general assembly to introduce legislation, support and pass legislation pertaining to Budget Commissions and the Rhode Island Open Meetings Act.

16 R 36 A resolution requesting the general assembly from Woonsocket to introduce legislation pertaining the tax exempt property is read by title, and

Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the resolution be passed, however this motion is defeated on a 3-3 roll call vote with Councilors Beauchamp, Gendron and Moreau voting no.

16 R 37 A resolution authorizing the cancellation of certain taxes is read by title, and

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

16 R 38 A resolution authorizing the cancellation of certain taxes is read by title, and

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

16 R 39 A resolution in recognition of Sojourner House commemorating their 40th anniversary is read by title, and

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

16 R 41 A resolution authorizing Mayor to enter into a development agreement concerning the former Woonsocket Middle School Complex at Park Place is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilman Jalette it is voted that the resolution be passed, a roll call vote on same being 5-1 with Councilman Mancieri voting no.

Councilman Mancieri made a motion to amend Section 1 from nine months to three months, however this motion failed for lack of a second.

A motion was also made by Councilman Mancieri seconded by Councilman Gendron that the resolution be tabled, however that motion was defeated on a 4-2 roll call vote with Councilors Gendron and Mancieri voting yes.

16 R 42 A resolution authorizing the abandonment of all rights, title and interest in a portion of McMullen Avenue is read by title, and

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

Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the meeting be and it is hereby adjourned at 9:45 P.M.

Attest: Christina Harmon-Duarte City Clerk



CITY OF WOONSOCKET, RHODE ISLAND
Woonsocket Planning Board

February 25, 2016

The Honorable Woonsocket City Council
Legislative Chambers, Harris Hall, City Hall
169 Main Street
Woonsocket, Rhode Island 02895

**Subject: Response to Request for Advice & Recommendation
Amendment to Comprehensive Plan Future Land Use Map
Zoning Ordinance Amendment Changing Plat 13 Lot 35 & Plat 14 Lots 232,332
& 433 from R-4 to MU-1 and Plat 13 Lots 14, 18, 128, 134, 190, 230, 279, 280,
286 & 287 and Plat 14 Lots 352, 374, 385, 408 & 410 from MU-2 to MU-1**

Dear Councilors:

The Woonsocket Planning Board received, from the City Council, the proposed Comprehensive Plan amendment to change the future land use map for plat 13 lot 35 & plat 14 lots 232, 332 & 433 from high density residential use to commercial/residential mixed use and a Zoning Ordinance amendment to change the same plat and lots from R-4 to MU-1. For plat 13 lots 14, 18, 128, 134, 190, 230, 279, 280, 286 & 287 and plat 14 lots 352, 374, 385, 408 & 410 to change the future land use map from industrial /commercial mixed use to commercial/residential mixed use and a Zoning Ordinance amendment to change the same plat and lots from MU-2 to MU-1.

Based upon advice provided by the Planning Department, the Woonsocket Planning Board submits its advice and recommendation to the Honorable City Council with respect to the proposed ordinance change. The Woonsocket Planning Board recommends that the Comprehensive Plan and Zoning Ordinance amendments be approved as proposed.

As required by State mandate, the Planning Board needs to include in its findings and recommendations: 1) a statement of general consistency of the proposal of the comprehensive plan including goals, policies, implementation program and all other elements and 2) a demonstration of recognition and consideration of each of the applicable purpose of zoning.

Comprehensive Plan Consistency

Since the Woonsocket Comprehensive Plan will be amended prior to the Zoning Ordinance amendments, all the proposed changes to the Zoning Ordinance will be consistent with the changed Comprehensive Plan. The modifications proposed to the Comprehensive Plan and Zoning Ordinance will create more consistency between current land use, proposed future land use and zoning. They will also increase intensity of use in a more appropriate manner. Industrial /commercial mixed use, MU-2 zone is extremely high intensity zone to be next to a completely residential zone, R-4. These amendments are consistent with the Comprehensive Plan's goal LU-2 "to retain the City's character through the application of its regulatory functions."

Consideration of Purposes of Zoning

Each of the purposes of zoning is addressed in the following:

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

The Woonsocket Planning Board believes that the proposed zoning amendment promotes the public health, safety and welfare by providing a diversity of land uses and the protection of zoning districts as envisioned in the state enabling legislation and the Zoning Ordinance of the City.

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

The Planning Board believes that the adoption of the proposed zoning regulation promotes the development of a range of uses and intensities of uses appropriate to the character of the City and appropriately reflects the current and future land use needs of the City in a harmonious manner.

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

- (i) The goals and patterns of land uses contained in the Comprehensive Plan of the City:

This proposed zoning change will retain the City's character and will provide a smoother transition from residential and commercial uses.

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

Adoption of these amendments would affect properties which are located within the Woonsocket Water Supply Board Watershed, an area which is presently highly developed with residential and other development, and must be protected.

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

Adoption of this amendment enhances the ability of the City, through appropriate zoning and planning, to provide for the proper development of competing but complimentary land uses to exist in their particular spheres of environmental concern.

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

Adoption of these amendments would affect properties which are located within the Design Review Overlay and will be reviewed in regard to unique natural assets.

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

The ability of the City, through appropriate building and planning officials, to address previously approved and acceptable development plans in a uniform construction manner, will positively affect the availability and capacity of existing and planned public and/or private services and facilities. A proper and reasoned consideration of the available facilities including water availability, sewerage, storm-water control and traffic was undertaken as part of comprehensive planning. It is the recommendation of the Planning Board that the proposed designations do not adversely affect this factor.

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

The proposed amendment seeks to smooth the transition from residential to commercial uses and does not effect remote rural areas of the City.

(vii) The use of innovative development regulation and techniques.

The proposed amendment seeks to use the innovative technique of site plan review under the Design Review Overlay of the particular parcels in the proposal.

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

The proposed zoning changes will allow the Planning Board, through Design Review, to have oversight of development or redevelopment on these parcels that will provide the control, protection, and/or abatement of air, water, groundwater, and noise pollution, and soil erosion and sedimentation.

(5) Provide for the protection of the natural, historic, cultural and scenic character of the City.

These proposals do not diminish the protection techniques in effect to protect the natural, historic, cultural and scenic character of the City.

(6) Providing for the preservation and promotion of agricultural production, forest, silviculture, aquaculture, timber resources, and open space.

The parcels to be rezoned are already in an urbanized section of Woonsocket and will not negatively effect preservation and promotion of agricultural production, forest, silviculture, aquaculture, timber resources, and open space.

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

This proposed zoning change will smooth intensity of uses in an already developed urban area. These proposed zoning changes will protect public investment in transportation, water, storm-water management systems, sewerage treatment and disposal, solid waste treatment, schools, recreation, public facilities, open space, and other requirements by utilizing them effectively in a smart growth manner.

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

The zoning proposal change does not effect the amount of affordable housing in the City.

(9) Providing opportunities for the establishment of low and moderate income housing;

The City of Woonsocket already has a very high percentage of affordable housing throughout the City and is the second highest in the State. This zoning proposal will not effect the affordable housing already in the City.

(10) Promoting safety from fire, flood, and other natural or unnatural disasters.

When these parcels are developed or redeveloped, promoting safety from fire, flood, and other natural or unnatural disasters will be considered.

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

The parcels to be rezoned will be part of the Design Review Overlay which will provide extensive review to promote a high level of quality of design of facilities of any development or redevelopment.

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

As has been repeatedly demonstrated in the course on this document, the proper implementation of the Woonsocket Comprehensive Plan encourages the adoption of such changes.

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

These proposed zoning changes are consistent with goals, policies and implementation program of the Comprehensive Plan which considered issues with contiguous municipalities and State agencies.

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

The parcels to be rezoned will be part of the Design Review Overlay which will provide extensive review of any development or redevelopment.

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

The proposal has been and is being handled under the legally established process required by Rhode Island General Laws Chapter 45-24. The proposed amendments are also being handled through the legally established municipal process enacted pursuant to State Law.

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

Any housing proposed on these properties will comply with the Rhode Island Fair Housing Practices Act, and ADA.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "George Sargent".

George Sargent
Chairman, Woonsocket Planning Board

16 CO 16



☎P-401-767-9201 F-401-766-9312
✉mmarcello@woonsocketri.org

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

March 16, 2016

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

RE: Claim for Property Damage of Rev. Richard Desaulniers, 417 Maple Street, Woonsocket

Dear Councilors:

This claim for property damage arises out of an alleged incident that occurred on February 18, 2016. Rev. Desaulniers reported that he sustained damage to his front passenger tire of his 2015 Buick Regal while traveling on South Main Street at near Mason Street. There were two reports of potholes in the same area prior to February 18th.

Rev. Desaulniers submitted his repair bill for the tire from Tasca totaling \$363.53. Under R.I.G.L. § 24-5-13 (b), a person may collect up to \$300.00 for damage caused by a pothole. As there were several reports prior to the date of the incident to the City, I am requesting approval for payment in the maximum allowable amount of \$300.00.

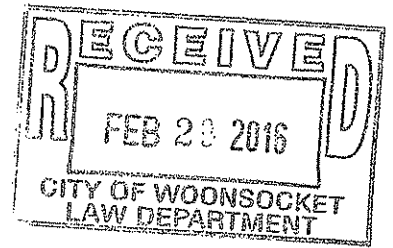
In the interim, if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael J. Marcello, Esq.
City Solicitor

MM/ps
Attachments

Rev. Richard P. Desaulniers
417 Maple Street
Woonsocket, RI 02895
(401) 597-5477



Law Department
City of Woonsocket
169 Main Street
Woonsocket, RI 02895

February 22, 2016

Dear Sirs:

It is my understanding that your department handles all claims regarding pothole damages incurred on Woonsocket Streets.

On Thursday, February 18, 2016, at about 7:30 am, my leased vehicle hit a pothole on South Main Street at Mason Street, causing irreparable damage to my front passenger side tire. My vehicle was towed to Tasca Buick in Woonsocket.

Enclosed are copies of my Lease Agreement, Vehicle Registration, Insurance Identification, and the Invoice of the repair work done at Tasca Buick.

I am seeking the \$300.00 (Three hundred Dollars) reimbursement which I believe I am entitled to under State Law.

Thank you for your prompt attention to this matter. If further information is needed, please do not hesitate to call me at (401) 597-5477 or at rpd02895@cox.net.

A handwritten signature in cursive script, appearing to read "Rev. Richard P. Desaulniers".

Senior Priest, Retired
Diocese of Providence

Customer Number: W5975477

Invoice No: 616752



55 Fortin Dr. Woonsocket, RI 02895 PH: (401) 762-2300 www.tasca.com

RICHARD P DESAULNIERS

INVOICE

|Header

Page 1 of 2

17 MAPLE ST VOONSOCKET, RI 02895 Phone: 401-597-5477 Bus: email: email|rpd02895@cox.net|home

Cell:

SERVICE ADVISOR 3600 EMILE DESMARAIS

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes vehicle details for a Buick Regal and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes line A: MOUNT and Balance One Tire, PASSENGER FRONT TIRE DAMAGED FROM A POT HOLE.

PAID TASCALSC
B Tasca World Class Courtesy Service: includes no charge Alignment Check, Fluid Inspection and Battery Test (use IAC labor type).

C Perform Tasca World Class Multi Point Inspection
99P Perform Tasca World Class Multi Point Inspection.

GBATT Your BATTERY TEST is WITHIN Manufacturer Based Guidelines for Optimal Performance. NO FURTHER ACTION IS NEEDED AT THIS TIME.

GTIRE Your TIRE TREAD Measurements are WITHIN Manufacturer Based Guidelines for Optimal Performance. NO FURTHER ACTION IS NEEDED AT THIS TIME.

GBK Your BRAKE PAD Measurements are WITHIN Manufacturer Based Guidelines for Optimal Performance. NO FURTHER ACTION IS NEEDED AT THIS TIME.

We Need Your Survey

Were you Completely Satisfied with Tasca's service?

Would you Definitely Recommend Tasca for service?

If yes, please remember to indicate that on your survey!!

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

CUSTOMER SIGNATURE

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

The Tasca Family Commitment "You Will Be Satisfied"

Customer Number: W5975477

Invoice No: 616752



GMC

RICHARD P DESAULNIERS

INVOICE

|Header

Page 2 of 2

55 Fortin Dr.
Woonsocket, RI 02895
PH: (401) 762-2300
www.tasca.com

417 MAPLE ST
WOONSOCKET, RI 02895

Home: 401-597-5477 Bus:

Cell:

Email: email|rpd02895@cox.net|home

SERVICE ADVISOR: 3600 EMILE DESMARAIS

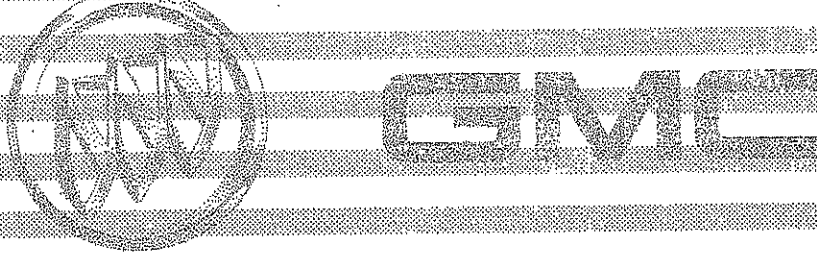
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
G7P COPPER	15	BUICK REGAL	2G4GT5GX3F9165587	RD201	4351 / 4351	T829	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09JUN15	30OCT14		18FEB16		0.00	CASH	18FEB16
R.O. OPENED	READY	OPTIONS: SOLD-STK:BW1503 ENG:LTG 2.0L TURBO DOHC 4-CYLINDER_SIDI_W/VVT TRN:M7W_6-SPEED_AUTOMATIC					
10:47 18FEB16	17:02 18FEB16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		3594	IPS				(N/C)
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C: 0.00
4351 Performed Tasca World Class Inspection, Tires (G), Brakes (G), Battery (G)							

D Customer Request Courtesy Wash & Vacuum ***** we Hand wash every vehicle, please allow from 30-60 minutes for completion

WASH Customer Request Courtesy Wash & Vacuum ***** we Hand wash every vehicle, please allow from 30-60 minutes for completion

		999	IPS				(N/C)
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D: 0.00



We Need Your Survey

Were you Completely Satisfied with Tasca's service?

Would you Definitely Recommend Tasca for service?

If yes, please remember to indicate that on your survey!!

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	\$ 24.95
PARTS AMOUNT	\$ 292.61
GAS, OIL, LUBE	\$ 0.00
SUBLET AMOUNT	\$ 0.00
MISC. CHARGES	\$ 23.82
TOTAL CHARGES	\$ 341.38
LESS INSURANCE	\$ 0.00
SALES TAX	\$ 22.15
PLEASE PAY THIS AMOUNT	\$ 363.53

The Tasca Family Commitment "You Will Be Satisfied"

STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF MOTOR VEHICLES

**REGISTRATION
CERTIFICATE**

PRIVATE PASS

NOTICE:
THE LAW REQUIRES THAT THE REGISTRY
SHALL BE NOTIFIED WITHIN 10 DAYS OF
ANY CHANGE IN NAME OR ADDRESS.

01/08/2016

\$111.50

W. Wells

Division of Motor Vehicles

SERIAL NO. **23690827**

VALID ONLY WHEN DATED AND STAMPED WITH OFFICIAL STAMP

REGISTRATION NO. RD 201	PLATE TYPE 01	OWNERS DRIVERS LIC. NO. (IF INDIVIDUAL) 0000001023	REGISTRATION VALID THROUGH LAST DAY OF JANUARY 2016
OWNER: ACAR LEASING LTD 4001 EMBARCADERO DR ARLINGTON TX 76014			
RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE) 4001 EMBARCADERO DRIVE ARLINGTON TX 76014			

YEAR: 2015
MAKE: BUICK
MODEL: REG
BODY TYPE: 4DR
FLEET
COLOR: CORPE
3.V.V.: 4713
VIN: 2G4GT5GX3F7165587

KEEP THIS COPY IN YOUR CAR

INSURED
RICHARD DESAULNIERS

INSURANCE IDENTIFICATION CARD
POLICY NUMBER SMS 0001000 03

EFFECTIVE DATE
02/01/2016

EXPIRATION DATE
08/01/2016

YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER

2015
BUICK REGAL GS
2G4GT5GX3F9165587

AGENT

HUNTER INSURANCE INC
389 OLD RIVER ROAD - PO BOX 1
MANVILLE RI 02838

PHONE # 401-769-9500 3810501

PURSUANT TO RHODE ISLAND INSURANCE LAW, THE CONSUMER HAS THE
RIGHT TO CHOOSE THE REPAIR FACILITY TO COMPLETE REPAIRS TO A MOTOR
VEHICLE. AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE
CONSUMERS CHOICE OF REPAIRER. POLICY MEETS RHODE ISLAND LIMITS



Ohio Mutual Insurance Group
P.O. Box 111
Bucyrus, Ohio 44820

SEE IMPORTANT
NOTICE ON
REVERSE SIDE

CLOSED END MOTOR VEHICLE LEASE



(WITH ARBITRATION PROVISION) DEAL# 203322

Leasing

Lease Date: 06/08/2015

Lessor Name and Business Address TAUSCA BUICK GMC 55 FORTIN DR MOONSOCKET, RI 02895	Lessee Name and Address RICHARD P DESAULNIERS 417 MAPLE ST MOONSOCKET, RI 02895 County:	Co-Lessee Name and Address N/A County:
Lessee Billing Address (if different than above)		Vehicle Garaging Address (if different than above) Principal Driver: (if business use) County:

In this Lease, "you" and "your" mean the lessee and co-lessee. "We," "us" and "our" mean the lessor, and any assignee of this Lease. The terms, conditions, and disclosures in this Lease govern your Lease with us. Each of you who signs the Lease is individually liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

Monthly Payment Lease: If your payment schedule shows monthly scheduled payments in Item 3A, your lease is a monthly payment lease.
Single Payment Lease: If your payment schedule shows a single scheduled payment in Item 3B, your lease is a single payment lease.

1. The Vehicle							
New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer	Primary Use
NEW	2015	BUICK	REGAL	SD	3G6ACT56X3P9165587	17	Personal, unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

CONSUMER LEASING ACT DISCLOSURES

2. Amount Due at Lease Signing or Delivery (Itemized in Item 6) \$ 4504.66	3. Scheduled Payments A. Your first monthly payment of \$ 467.66 is due on 05/08/15, followed by 38 monthly payments of \$ 467.66, due on the 8TH of each month. B. Your single payment of \$ N/A is due on N/A C. The Total of your Scheduled Payments is \$ 18238.74	4. Other Charges (not part of your scheduled payment) A. Disposition fee (if you do not purchase the Vehicle) \$ 0.00 B. N/A \$ N/A C. N/A \$ N/A D. Total \$ 0.00	5. Total of Payments (The amount you will have paid by the end of the Lease) \$ 22275.74 (2 + 3C + 4D - 6A3 - 6A4 - 6A5)
---	--	---	---

6. Itemization of Amount Due at Lease Signing or Delivery

A. Amount Due at Lease Signing or Delivery:	B. How the Amount Due at Lease Signing or Delivery will be paid:
1. Capitalized cost reduction \$ 4037.00	1. Net trade-in allowance \$ N/A
2. Taxes on capitalized cost reduction \$ N/A	2. Rebates and noncash credits \$ 4037.00
3. First monthly payment \$ 467.66	3. Amount to be paid in cash \$ 467.66
4. Single scheduled payment \$ N/A	4. Other N/A \$ N/A
5. Refundable security deposit \$ N/A	5. Total \$ 4504.66
6. Lease acquisition fee \$ N/A	
7. Title fees \$ N/A	
8. License and registration fees \$ N/A	
9. Sales/use tax \$ N/A	
10. N/A \$ N/A	
11. N/A \$ N/A	
12. Total \$ 4504.66	

7. Your scheduled payment is determined as shown below:

A. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 40334.49) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ 42540.41
B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ 4037.00
C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.	= \$ 38503.41
D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	- \$ 35237.75
E. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	= \$ 15206.66
F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ 1740.07
G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.	= \$ 17015.73
H. Lease payments. The number of payments in your Lease.	+ 38
I. Base scheduled payment.	= \$ 447.07
J. Sales/use tax (e).	+ \$ 30.53
K.	+ \$ N/A
L.	+ \$ N/A

The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10,000 miles per year at the rate of \$ 0.20 per mile.

9. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease term for \$ 22,367.75 plus a purchase option fee of \$ 0.00. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

10. Other Important Terms. See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. The Trade-In Vehicle

Year <u>N/A</u>	A. Gross Amount of Trade-In Allowance	\$ <u>N/A</u>
Make <u>N/A</u>	B. Prior Credit or Lease Balance	- \$ <u>N/A</u>
Model <u>N/A</u>	C. Net Trade-In Allowance (If less than 0 then enter 0)	= \$ <u>N/A</u>

12. Itemization of Gross Capitalized Cost

A. Agreed upon value of the Vehicle:	\$ <u>10,034.00</u>	Optional Products and Services:	
Other amounts included in the gross capitalized cost:		I. <u>N/A</u>	\$ <u>N/A</u>
B. Taxes	\$ <u>N/A</u>	J. <u>N/A</u>	\$ <u>N/A</u>
C. Title, license, and registration fees	\$ <u>145.00</u>	K. <u>N/A</u>	\$ <u>N/A</u>
D. Lease acquisition fee	\$ <u>399.00</u>	L. <u>N/A</u>	\$ <u>N/A</u>
E. Documentary preparation fee	\$ <u>105.00</u>	M. <u>N/A</u>	\$ <u>N/A</u>
F. Prior credit or lease balance on trade-in vehicle	\$ <u>N/A</u>	N. <u>WEAR-TEAR FEE</u>	\$ <u>600.00</u>
G. <u>N/A</u>	\$ <u>N/A</u>	O. <u>N/A</u>	\$ <u>N/A</u>
H. <u>N/A</u>	\$ <u>N/A</u>	P. Total Gross Capitalized Cost:	\$ <u>17,542.00</u>

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

13. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included in your scheduled payments or assessed otherwise: \$ 1,200.00 (e). The total fees and taxes you pay may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined.

14. Late Payments. For any payment not received within 10 days of the date it is due, you will pay a late charge of: the lesser of \$25 or 5% of the unpaid portion of the late payment.

You will not have to pay a late charge if the only amount that is late is a late charge you owed for an earlier late payment.

15. Returned Payments and Unpaid Fines and Fees. You will also pay a returned payment charge of \$ 25.00 for any check, instrument or electronic funds debit that is returned unpaid for any reason, if the law allows it. If you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a \$ N/A Administrative Fee per incident, if the law allows it.

16. Warranties. The leased Vehicle is subject to the following express warranties:

- Manufacturer's Standard Warranty
-

If neither of the boxes above is checked, and no warranty is indicated in the blank lines immediately above, there is no express warranty on the leased Vehicle.

Warranty papers that are separate from this Lease state any coverage limits. The law gives you a warranty that the Vehicle conforms to the description in this Lease.

Except as provided above or prohibited by law, the following three sentences apply. YOU ARE LEASING THE VEHICLE "AS IS". WE MAKE NO EXPRESS WARRANTIES ON THE VEHICLE. WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

If we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the written warranty or service contract.

17. OPTIONAL PRODUCTS AND SERVICES

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase an optional product or service, review the terms of the contract that describe the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. By initialing below, you indicate that you want to buy the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 7A).

Optional Product or Service	Coverage	Price	Name of Provider	Approval
				Lessee Initials <u>N/A</u>
				Lessee Initials <u>N/A</u>
				Lessee Initials <u>N/A</u>
				Lessee Initials <u>N/A</u>

18. TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE

You must maintain: Bodily Injury Coverage with \$ 100,000 / \$ 300,000 limits; Property Damage Coverage with \$ 50,000 / \$ 500,000 limits or combined single limit; Collision, Fire, Theft and Comprehensive Coverage with a maximum deductible of \$ 1,000. See Item 23(a) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease as follows:

Insurance Company Name <u>AMICO MUTUAL INS</u>	Insurance Agency Name _____
Agency Address _____	Agency Phone Number _____
Agent's Name <u>WALTER TAY</u>	Policy Number _____
Deductibles: Collision \$ <u>1,000</u>	Comprehensive \$ <u>1,000</u>

19. SCHEDULED LEASE END AND LEASE TERM

A. This Lease is scheduled to end on a date determined as follows: (1) If the date of this Lease is the 29th, 30th, or 31st of the month, start with the 1st day of the month immediately following the date of this Lease and move forward by the number of months in the lease term (Item 19B); or (2) If the date of this Lease is not the 29th, 30th, or 31st of the month, start with the date of this Lease and move forward by the number of months in the lease term (Item 19B).

B. The scheduled lease term is _____ months.

20. HOW THIS LEASE CAN BE CHANGED

This Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing and both you and we must sign it. No oral changes are binding.

Lessee Signs X _____

Co-Lessee Signs X _____

NOTICE: THE OTHER SIDE OF THIS LEASE CONTAINS IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this Lease, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lessee Signs X _____

Co-Lessee Signs X _____

N/A

Notice is hereby given that the rights, but not the obligations, of _____ to purchase and/or sell the asset described in this Lease have been assigned to _____ pursuant to an agreement between _____ and _____

NOTICE TO THE LESSEE: DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS LEASE WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE, THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ BOTH SIDES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE (ITEM 24), BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

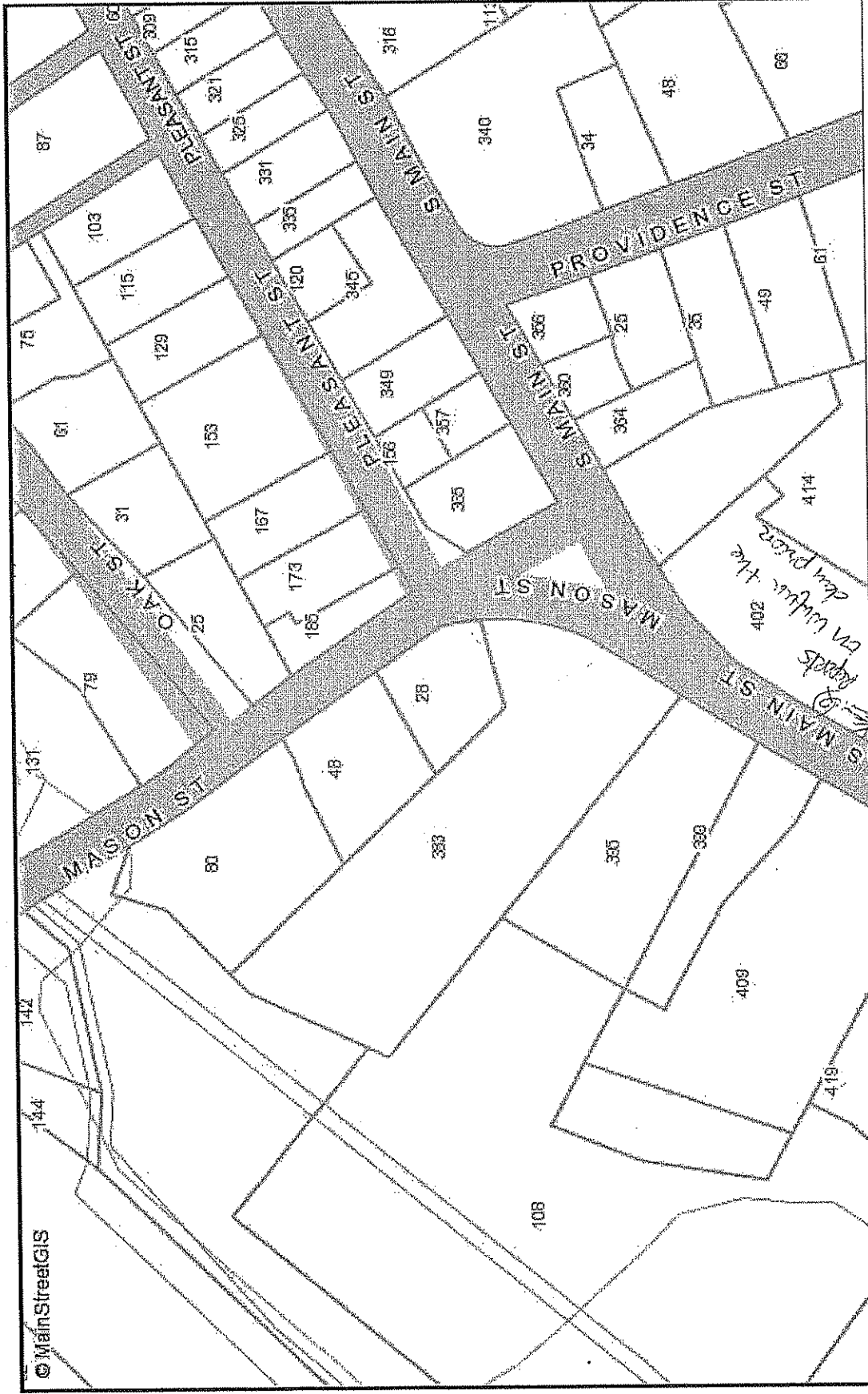
LESSEE SIGNATURES

Lessee Signature _____	Date _____	Co-Lessee Signature _____	Date _____
Type/Print Lessee Name _____		Type/Print Co-Lessee Name _____	
Commercial Lessee _____	Date _____	By _____	
Type/Print Name _____		Type/Print Title _____	

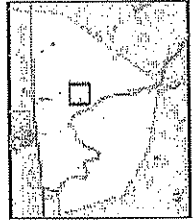
LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: TARA BUICK GMC	By: _____
Lienholder Name: WELLS FARGO BANK, N.A. AS COLLATERAL AGENT	Type/Print Name: _____
Assignee Name: ACAR Leasing Ltd.	Type/Print Title: _____



© MainStreetGIS



1 in = 136.12 ft

Printed on 3/16/2016

Last update: Property information 6/1/2014, GIS parcel lines 2013

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



MainStreetGIS, LLC
www.mainstreetgis.com

16 CO 17

CITY OF WOONSOCKET
EDUCATION DEPARTMENT
108 High Street
Woonsocket, RI 02895-4348
Telephone: (401) 767-4608
Fax: (401) 767-4647



Relay Rhode Island
1-800-745-5555 (TTY)
1-800-745-6575 (Voice)

AT&T SPANISH RELAY
(Servicio de Relevo de AT&T)
1-800-855-2884 (TTY)
1-800-855-2885 (Voice)

Soren D. Seale, Chairman
Donald Burke, Vice-Chairman
Susan Pawlina, Secretary
Valerie Gonzalez
Paul Bourget

WOONSOCKET SCHOOL COMMITTEE

Website: <http://woonsocketschools.com>

**School Committee Resolution in Support of a Charter Amendment
Regarding the School Budget Due Date**

WHEREAS: The City of Woonsocket City Charter requires the School Committee to submit the School Department Budget by March 1st of each year; and

WHEREAS: The fiscal year starts on July 1st and ends on June 30th of each year; and

WHEREAS: The School department budget is due two thirds of the way through the fiscal year; and

WHEREAS: The March first deadline forces the School Department to prepare a budget for the following fiscal year during a time when the current fiscal year's budget is just over half executed and therefore still subject to variation; and

WHEREAS: The School Department budget takes weeks to prepare; and

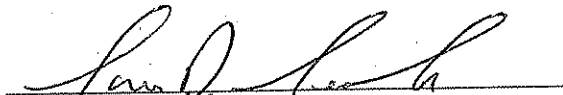
WHEREAS: Preparing the budget later in the fiscal year when the current year's budget is clearer would save significant man-hours, be more accurate, and require less revision; and

WHEREAS: Given its limited resources the School Department endeavors to use its resources efficiently; now therefore be it:

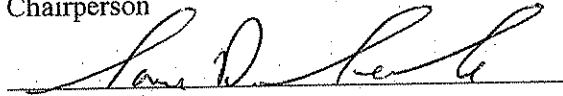
RESOLVED: That the Woonsocket School Committee respectfully requests the Woonsocket City Council pass a resolution, for submission to the voters, proposing to amend the City Charter by changing the date that the School Department must submit its budget from March 1st to May 1st; and may it be further

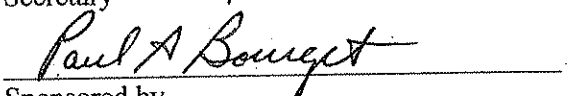
RESOLVED: That a copy of this Resolution is to be sent by the Superintendent to the Mayor of Woonsocket and Woonsocket City Council.


WHERETO: The following bear witness:


Chairperson


Secretary

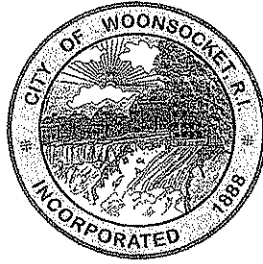

Sponsored by


Sponsored by

Introduced by: 

Passed: March 9, 2016

16 CO 18



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

N. David Bouley
Director

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

March 17, 2016

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

**Subject: Request for Comprehensive Plan & Zone Change
Arnold/Railroad/Blackstone Streets, Woonsocket**

Dear Councilors:

On the agenda for your Monday meeting are two (2) ordinances, 16-O-05 and 16-O-6, which, if approved, would alter the Woonsocket Comprehensive Plan to change the land use designation, and amend the Zoning Ordinance to change the zoning designation for properties located in the Arnold/Railroad/Blackstone Street Area as proposed by the Department of Planning & Development and recommended by the Woonsocket Planning Board.

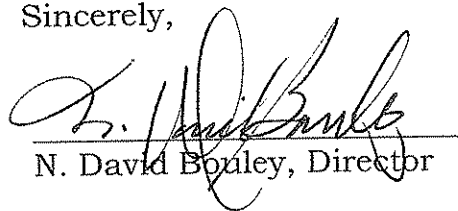
Attached to this correspondence is a request from Mr. Mark Weiss of Budco Products Corp. of 60 Kindergarten Street requesting that his property be deleted from the area under consideration.

While the Department does not feel that the inclusion of this property in the proposal would adversely affect it in any way, Mr. Weiss indicates his feeling that a long series of negotiations on his part would be unnecessarily complicated by the proposed change.

Letter to: Honorable City Council
March 16, 2016
Page Two [2]

After reviewing the proposal anew, the Department does not feel that removing the property, Woonsocket Assessor's 13, lot 190, from the list of properties to be re-designated would substantially or significantly alter the proposal overall. We feel that in deference to Mr. Weiss request an amendment to the proposal removing Plat 13, lot 190 from both ordinances would not materially alter the intent of the request and would not diminish any of the arguments in favor of these changes. As such, we would support an amendment to remove Woonsocket Assessor's Plat 13, lot 190, aka 60 Kindergarten Street from 16-O-5 and 16-O-06.

Sincerely,



N. David Bouley, Director

Attachment:

xc: Honorable Lisa Baldelli-Hunt, Mayor
Michael J. Marcello, City Solicitor
Jennifer M. Siciliano, City Planner/Administrative Officer

Mark Weiss
Budco Products Corp.
60 Kindergarten St.
Woonsocket, RI 02895
Plat 13F / Lot 190

March 11, 2016

N. David Bouley
Director of Planning
169 Main St.
Woonsocket, RI 02895

Dear Mr. Bouley,

Per our phone conversation today, I am writing in reference to the zoning amendment proposal to change Woonsocket Assessor's Plat 13 from High Density Residential Land Use Mixed-Use Industrial/Commercial to Mixed-use Residential/Commercial.

We are formally requesting that our property located at Plat 13F Lot 190 be excluded from rezoning. We wish to remain under the current industrial designation.

Thank you for taking the time to explain reasoning behind the proposal over the phone. Your help in this matter is appreciated.

Sincerely,



Mark Weiss
President

Budco Products

16 LC 09



Knights of Columbus Council 113

March 8, 2016

Members of City Council,

My name is Raymond Riel a member of the Knights of Columbus Council 113 located at All Saints Church in Woonsocket.

We are again requesting permission to hold a Tootsie Roll Drive on Saturday, May 14th with a rain date of Saturday May 21st.

We offer tootsie rolls and ask for donations. All proceeds benefit handicapped people of the Greater Woonsocket area.

Approval of this request would be greatly appreciated and a good number of people would benefit from this event.

If you have any questions feel free to call me at 401-767-2023 or 401-359-2023.

Sincerely,

A handwritten signature in cursive script that reads "Raymond J. Riel".

Raymond J. Riel, Co-Chair

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

ENTERTAINMENT

St Ann Arts & Cultural Center, 84 Cumberland Street (DJ-5/14/16)

St Ann Arts & Cultural Center, 84 Cumberland Street (Live Band-4/9/16)

2ND CLASS VICTUALING

Two Eleven Diner, 867 Social Street

HOLIDAY

The Honey Shop, 6 Winthrop Street

STREET VENDOR

Don's Frozen Lemonade & Ice Cream, 422 East School Street

RENEWAL LICENSES

HOLIDAY SALES

A.J.'s Mini Market, 939 Social Street

Asian Market & Video, 475 Clinton Street

A & S Variety Store, 710 Elm Street

CosmoProf, 2168 Diamond Hill Road

Brookline Super Market, 211 Arnold Street

Burlington Coat Factory, 2000 Diamond Hill Road

Cardi's Furniture Mattresses, 1551 Diamond Hill Road

Convenience Store, 260 Logee Street

Cost Cutters, 1910 Diamond Hill Road

CVS, 1054 Cass Avenue

Dollar General Store, 1265 Mendon Road

Family Dollar Store of RI, 403 Clinton Street

Kelly's Laundromat, 260 Arnold Street

Lee's Convenience Store, 628 Social Street

Loads of Fun, 1173 Social Street

Minuteman Liquors, 779 Park Avenue

Oceans of Pets, 1794 Diamond Hill Road
 Payless Shoesource, 1500 Diamond Hill Road
 Price Rite, 2000 Diamond Hill Road
 Pro's Liquor, 266 Mendon Road
 Sally Beauty Supply, 1910 Diamond Hill Road
 Sears Roebuck and Co, 1500 Diamond Hill Road
 Walt's Clothing, 837 Cumberland Hill Road
 Woonsocket Bowling Center, 1666 Diamond Hill Road
 Woonsocket Convenience Store, 575 South Main Street

POOLTABLE/BILLIARDS

Brews & Cues, 42 Rathbun Street (2-Pooltables)
 Club Lafayette, 289 Aylsworth Avenue (1-Pooltable)
 Michael's, 493 Elm Street (2-Pooltables)
 Tyra Club, 119 West Street (1-Pooltable)

QUARTERLY ENTERTAINMENT

Brews & Cues, 42 Rathbun Street (DJ)
 Chan's Restaurant, 267 Main Street (Live Band, DJ, Karaoke)
 Dollhouse RI, 579 Front Street (Exotic Female Dancing)
 Michael's, 493 Elm Street (Live Band, DJ, Karaoke)
 St Joseph Veterans Association, 99 Louise Street (Live Band, DJ, Karaoke)
 Woonsocket Lodge of Elks #850, 380 Social Street

STREET VENDOR

The Big Freezy, 721 Rathbun St, Blackstone, MA

16 CP 15



CITY OF WOONSOCKET
RHODE ISLAND

LEGISLATIVE DEPARTMENT
COUNCILMAN
DANIEL M. GENDRON

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

March 16, 2016

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

Delivered via email to cduarte@woonsocketri.org

RE: Agenda Items for March 21, 2016 Council Meeting

Dear Madam Clerk,

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

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

1. Financial Condition/Budget
2. Water Treatment Plant
3. PILOT Agreements (Payment in Lieu of Taxes Agreements)
4. Tax Assessor/Personnel
5. Municipal Police and Fire Pension

Thank you,

Daniel M. Gendron

16 CP 16



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

Legislative Department

Garrett S. Mancieri

Councilman

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

Madame Clerk,

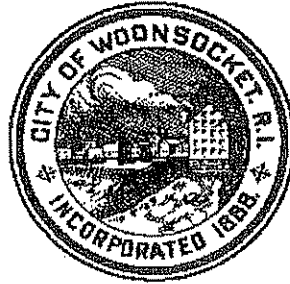
Please include this communication at the next City Council meeting on March 21st, 2016 under section 10 for communications and petitions. I will be discussing the following items:

1. Current status of RFP for city wide financial management system.
2. Deadline to register to vote for Presidential primary.
3. Town Hall Meeting on April 14th, 2016.

Thank you,

Garrett S. Mancieri
City Council

**City of Woonsocket
Rhode Island**



February 10, 2016

Ordinance

Chapter

**In Amendment of the Code of Ordinances, City of Woonsocket,
R.I. Appendix C, Entitled "Zoning" regarding
Aquaculture, Vertical Gardening & Indoor Agriculture**

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

WHEREAS, the implementation of such a change will provide for more clarification and public understanding, as well as expand the opportunities for economic development through the use of the zoning requirements.

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

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

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

4.7 Industrial Uses

Zoning District	R-1	R-2	R-3	R-4	C-1	C-2	MU-1	MU-2	I-1	I-2	PR-1	PR-2
11. Aquaculture activities on lots greater than five [5] acres. 2 acres in Industrial zones.	NP	NP	NP	NP	NP	P	NP	P	P	P	NP	NP
12. Indoor Farming on lots greater than five [5] 2 acres in Industrial zones.	NP	NP	NP	NP	NP	P	NP	P	P	P	NP	NP
13. Vertical Farming/ Rooftop Gardens	S	S	S	S	S	S	S	S	S	S	NP	NP

Add the following definitions in Section 18.1 Definitions as follows:

7.) Aquaculture: The cultivation of aquatic animals and plants, especially fish, such as trout or salmon, or shellfish, such as crustaceans, mollusks oysters and shrimp and/or aquatic plants such as seaweed, under indoor controlled marine and freshwater environments in a closed, environmentally controlled structure; including harvesting, and processing on site, packaging and shipping.

51.) Indoor Farming: The cultivation of vegetables, fruits and/or fungi in a closed, environmentally controlled structure such as mushrooms, or other specialized products to be sold at wholesale or limited retail, excluding cannabis or other products governed by R.I.G.L. §21-28.6-3; including harvesting, and processing on site, packaging and shipping.

107.) Vertical farming/Rooftop Farming: A component of urban agriculture producing food in vertically stacked layers, vertically inclined surfaces and/or integrated in other structures using controlled environment agriculture (CEA) technology, where all environmental factors can be controlled. These facilities utilize artificial control of light, environmental control (humidity, temperature, gases); including harvesting, and processing on site, packaging and shipping.

[All definition contained in §18.1 shall be renumbered to accommodate the above definition designations.

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

Specified the place of said public hearing and the date and time of its commencement;

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

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

SECTION 4. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 2 was sent by the City Clerk by first class mail to the city or town council of any city or town to which one (1) of the following applies:

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

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

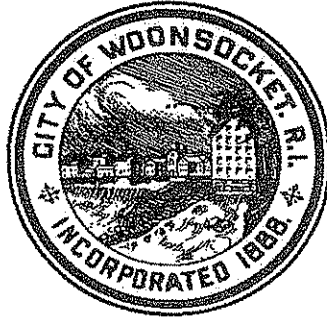
SECTION 6. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the immediately following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home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

Councilor Christopher Beauchamp

Councilor Robert Moreau

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

City of Woonsocket Rhode Island



Ordinance

ESTABLISHING AN OMNIBUS TAX STABILIZATION PROGRAM FOR THE WOONSOCKET DOWNTOWN REVITALIZATION AREA

Chapter

Legislative Findings: pursuant to the provisions of Rhode Island General Laws § 44-3-9, the City of Woonsocket, Rhode Island, is empowered and enabled to negotiate and approve tax stabilization agreements to be entered into by the City and the owners and/or developers of property in the community proposed for development, in whole or in part, which has undergone environmental remediation, is historically preserved, or is used for manufacturing, commercial, residential or mixed-use purposes to determine a stabilization amount of taxes to be paid on account of the property, notwithstanding the valuation of the property or the rate of tax, provided, that after a public hearing, at least ten (10) days' notice of which shall be afforded in a newspaper having a general circulation in the City of Woonsocket, the City Council may grant such tax stabilization plan, having determined that:

- a.) Granting the exemption or stabilization will inure to the benefit of the City of Woonsocket by reason of:
 - (i) The willingness of the manufacturing or commercial concerns to locate in the city, or of individuals to reside in such area; or

- (ii) The willingness of a manufacturing firm to expand facilities with an increase in employment or the willingness of a commercial or manufacturing concern to retain or expand its facilities in the city and with substantially reduction of its workforce in the city; or
- (iii) An improvement of the physical plant in the city which will result in long-term economic benefit to the city and state; or
- (iv) An improvement which converts or makes available land or facilities that would otherwise be not developable or difficult to develop without substantial environmental remediation; or
- (v) Providing substantial rehabilitation, renovation, or rejuvenation in an existing property which has deteriorated and is in need of investment.

b) Granting of the exemption or stabilization of taxes will inure to the benefit of the city by reason of the willingness of a manufacturing or commercial or residential firm or property owner to construct new or to replace, reconstruct, convert, expand, retain or remodel existing buildings, facilities, fixtures, machinery, or equipment resulting in an increase or maintenance in physical plant, residential housing or commercial building investment by the firm or property owner in the city.

c) It may from time to time be in the best interest of the City of Woonsocket to enter into agreements that will exempt from payment, in whole or in part, real property utilized for manufacturing, commercial, industrial or residential purposes, or, in the alternative, to determine a stabilized amount of taxes to be paid on account of the ownership of property notwithstanding the assessed value of the property or the rate of tax in that entering such agreements shall serve to attract new business development to the City and encourage redevelopment, expansion or rehabilitation of existing properties.

**Now, therefore, be it Ordained by the City Council
of the City of Woonsocket as follows**

Section 1. Definitions:

As used in this Ordinance, the following terms shall have the meanings indicated:

“Applicant”: The property owner or lessee who initiates the property tax stabilization application process

“Base Year”: The tax year immediately prior to the year in which any agreement hereunder is in effect.

“Comprehensive Plan”: The Woonsocket Comprehensive Plan as it may be in effect from time to time.

“Offices”: Buildings or structures utilized primarily to house office space for rental to others or for the use of the owner of the building or structure.

“Program”: Tax stabilization program enacted by this Ordinance and any/all agreements entered into by the City of Woonsocket and taxpayers in accordance with the provisions of this Ordinance.

“Property Used for Commercial Purposes”: Any building or structures that are utilized for offices or commercial enterprises.

“Property Used for Manufacturing Purposes”: Any buildings or structures that are utilized primarily and essentially for the production, assembly or fabrication of materials for sales to others.

“Property Used for Residential Purposes”: Any buildings or structures that are utilized primarily and essentially for living purposes.

“Property Used for Mixed-Use”: Any buildings or structures that are utilized for a combination of uses.

“Substantial Redevelopment, Rehabilitation, or Expansion”: That any redevelopment, rehabilitation, or expansion of existing buildings or structures must increase the assessed value of any such building or structure a minimum of fifty percent (50%) above the assessed value of such building or structure in the base year, but no less than \$100,000.

In the case of a new business development, the new construction shall have a minimum assessed value of one million dollars (\$1,000,000.00) excluding the value of land and infrastructure improvements.

Section 2. Objectives

The goals and objectives of the City of Woonsocket in establishing this Program are:

- A. The primary objective of the Program is to expand the property tax base of the City especially through the construction, rehabilitation, revitalization or restoration of properties located in the Woonsocket Downtown Overlay District as established and defined by the City Council in Ordinance Chapter 7857 which is dated December 7, 2015.
- B. The Program seeks to encourage expansion, redevelopment, and/or rehabilitation of existing manufacturing, industrial, commercial, residential or mixed-use buildings or structures as well as the new development of manufacturing, industrial, commercial, residential or mixed use buildings or structures on appropriately zoned land within the Woonsocket Downtown Overlay District.
- C. The Program seeks to encourage those uses that maximize the tax value of properties, the economic value of properties and the visual and aesthetic quality of the City's industrial, commercial and residential areas.
- D. The Program seeks to encourage significant rehabilitation, expansion of existing buildings or structures, especially in the City's Downtown District, and the new development of industrial and commercial properties.
- E. The Program shall provide increasing, graduated incentives to promote greater levels of rehabilitation, redevelopment, expansion and/or new construction.
- F. The Program seeks to promote stability of ownership of the industrial, commercial, residential, or mixed-use properties within the City.
- G. The Program seeks to attract and/or retain responsible corporate citizens.
- H. The Program seeks to attract investment and reinvestment in existing industrial, commercial, residential, and mixed-use properties in the City.
- I. The Program seeks to provide incentives, not rewards, to encourage and promote real estate investment and development.
- J. The Program seeks to encourage projects that are consistent with the City's Comprehensive Plan's vision, goals, and objectives.

K. The Program shall be equally and fairly applied to any and all eligible proposed projects.

Section 3. Eligible property:

The following properties located in the Woonsocket Downtown Area are eligible for the Woonsocket Tax Stabilization Program:

A. All legally permitted commercial, industrial, residential, and mixed-use facilities within the below-named area that meet the qualifications established in this ordinance are eligible to participate.

Assessor's Plat 13; lots 94, 95, 96, 97, 98, 99, 100, 102, 104, 171, 172, 191, 268, 289, 294 & 295.

Assessor's Plat 14; lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 18, 19, 20, 21, 25, 26, 27, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 67, 68, 69, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 110, 111, 112, 113, 114, 115, 116, 118, 119, 120, 121, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 154, 155, 156, 157, 158, 160, 161, 163, 165, 166, 169, 170, 171, 172, 174, 175, 176, 177, 178, 180, 184, 185, 186, 205, 206, 207, 208, 211, 212, 214, 215, 216, 217, 218, 220, 221, 223, 224, 225, 227, 228, 229, 230, 253, 259, 261, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 284, 286, 288, 289, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 308, 315, 316, 321, 326, 329, 330, 331, 335, 336, 341, 342, 345, 353, 354, 355, 362, 363, 366, 367, 368, 369, 370, 371, 372, 375, 376, 377, 380, 382, 383, 387, 388, 390, 394, 395, 397, 398, 400, 401, 402, 403, 404, 405, 406, 407, 412, 413, 414, 415, 416, 418, 420, 421, 422, 423, 425, 427, 428, 430, 432.

Assessor's Plat 15, lots 13, 15, 16, 61, 201, 216, 221, 222, 224, 231, 235 & 236.

B. Any applicant business and/or property owner must be current on all tax payments to the City of Woonsocket as of the time of application, and at the time the property tax stabilization plan is granted. Any property owner who applies for property tax credits on behalf of a business operating in the owner's facility shall be current on all real estate tax payments to the City when the owner applies for the benefits, and when the stabilization is granted.

C. As a part of a Preliminary Application, (see "Exhibit A") prior to authorizing any property tax stabilization for a property, the Tax

Collector's office shall be required to issue a written certification indicating the applicant and/or property owner is current on all appropriate tax and utility payments to the City of Woonsocket. Any payments that are in arrears on the property shall render the applicant ineligible for the incentives offered through this ordinance. A copy of this certification shall be included in the application for the stabilization of property taxes on the property.

- D. The tax exemption or stabilization shall not result in any reduction in the City's tax levy in the base year for any eligible property, but only to the increased value due to expansion, rehabilitation, renovation or other acceptable enhancement, not to include tangible personal property or excise tax.
- E. The property that is the subject of the application must conform with all City and state zoning laws and building and fire codes prior to the authorization of any property tax stabilization for the applicant. The Building Official shall issue a written certification that the property does so conform if appropriate. A copy of this certification shall be included in the application for the stabilization of property taxes on the property; or, should conformance with such codes and regulations come about as a result of the rehabilitation or construction work to be performed, compliance shall be necessary before any tax stabilization program can become effective on such property, unless specifically exempted by resolution of the City Council.
- F. All new or expanding businesses, including any and all subsidiaries, affiliates, subdivisions, parent or other entities of said businesses with ten percent (10%) or more common ownership unless otherwise approved by the City Council, must provide proof that all municipal taxes, fees and other assessments are paid and current.
- G. Any default in payment of taxes by a participating business for any three (3) month period during a consecutive twelve (12) month period shall result in the suspension of all tax incentives, including a tax stabilization agreement, to said business or property owner, and further, said business or property owner shall reimburse the City the tax savings for said period of default unless the deficiency shall have been remedied within forty-five (45) days. Reinstatement of eligibility for tax incentive or tax stabilization plan benefits shall be subject to City Council approval.

Any failure of a participating business to pay any tax or fee due to the City on any property situated in the City, owned by said business, including any and all subsidiaries, affiliates, subdivisions, parents or other entities with ten percent (10%) or more common ownership, shall

result in termination of all tax incentives to said business, if no satisfaction is arrived at within a reasonable timeframe..

- H. Notice of tax delinquency and/or failure to comply with City and state zoning laws and building and fire codes shall be sent to the property owned by registered mail, return receipt, not more that 30 days after the tax delinquency and/or failure to comply with City and state zoning laws and building and fire codes by the Director of Finance, or the Building Official, respectively.
- I. The Director of Planning & Development, the Tax Assessor, the Building Official and the Director of Administration (if any) and the Finance Director shall promulgate with mayoral approval such rules and regulations and provide suitable documents necessary to effect the purpose of this chapter,

Section 4. Program Parameters

The following parameters are established as the means of implementation of the City's goals and objectives established in this Ordinance:

- A. Any tax stabilization arrangement shall not result in the reduction of the City's tax levy relative to the base year assessment. The incentives shall apply only to expansion, redevelopment, or rehabilitation and shall not affect the existing building assessment unless specifically approved by the City Council after a public hearing duly advertised in accordance with this ordinance and state law.
- B. The Program shall be limited to buildings and not land or personal property.
- C. The greater the increase in value under the Program, the greater and longer the effects of the tax incentive.
- D. Failure to comply with local ordinances or failure to pay property taxes as established will result in the revocation of the tax incentives granted under an agreement.
- E. Eligible projects for participation in the Program must be identified prior to the commencement of development, redevelopment, and/or rehabilitation or of new construction.
- F. A proposed project must be determined to be in compliance with the relevant provisions of the Woonsocket Comprehensive Plan by the City Planner.

G. The Program is designed as an omnibus program rather than drafting individual tax stabilization ordinances on a project-by-project basis while recognizing certain elements of any agreement will be project-specific and will vary in details from omnibus provisions.

Section 5. Procedures for Enactment of Tax Stabilization Agreement

A. Any proposed project that qualifies for participation in the Tax Stabilization Program under the provisions of this ordinance shall subject to and upon the following. The specific terms and conditions of any agreement between the applicant and the City under the provisions of this ordinance shall be negotiated by the Mayor with the advice and recommendation of the Director of Finance and the Director of Planning & Development. Such agreement shall be based upon an application substantially in the form of Exhibit "C" attached hereto and made a part hereof by reference; and shall be in force and effect only after execution of an agreement by and between the Owner and the City substantially in the form of Exhibit "C" attached hereto and made a part hereof by reference.

B. The proposed agreement shall be for a period not exceeding twelve (12) years, but may be for a greater period subject to negotiations and City Council approval, as necessary and appropriate, based essentially upon the following:

Tax Year	Tax Payment
Year 1	Amount due on pre-rehab assessment
Year 2	Amount due on pre-rehab assessment
Year 3	Amount due on pre-rehab assessment
Year 4	Amount due on pre-rehab assessment plus 11% of improvements value
Year 5	Amount due on pre-rehab assessment plus 22% of improvements value
Year 6	Amount due on pre-rehab assessment plus 33% of improvements value

Year 7	Amount due on pre-rehab assessment plus 44% of improvements value
Year 8	Amount due on pre-rehab assessment plus 55% of improvements value
Year 9	Amount due on pre-rehab assessment plus 66% of improvements value
Year 10	Amount due on pre-rehab assessment plus 77% of improvements value
Year 11	Amount due on pre-rehab assessment plus 88% of improvements value
Year 12	Amount due on pre-rehab assessment plus 100% of improvements value

Any tentative agreement negotiated and reached by the project proponent and the Mayor on behalf of the City shall be outlined in an award letter (substantially in the form of Exhibit C hereto) shall be filed with the Office of the City Clerk at least ten (10) business days prior to the execution of any Agreement Authorizing a Payment-in-Lieu-of-Taxes as envisioned in "Exhibit D hereto.) . Such proposed award letter shall include a Fiscal Impact Statement outlining and detailing any adverse and/or beneficial fiscal impacts on the City of Woonsocket. At such time the City Clerk shall forward a copy of the award letter and fiscal impact statement to the City Council members by electronic mail or first class mail.

C. In order to approve any tentative agreement under this ordinance, and after such public hearing, the City shall determine:

1. The approval of the agreement (for tax exemption or tax stabilization of taxes) will inure to the benefit of the City of Woonsocket by reason of the willingness of the property owner and/or developer to locate in the City; or the willingness of the property owner and/or developer to expand its facilities with an increase in employment; or the willingness of the property

owner and/or developer to retain or expand its facilities in the City and not significantly reduce its workforce in the City; or an improvement, rehabilitation, or renovation of property which increases substantially in value or impact of a manufacturing, commercial, residential, historic, environmentally sensitive or mixed-use nature to the benefit of the City or significant element thereof.

2. The approval of the agreement (for exemption or stabilization of taxes) will inure to the benefit of the City by reason of the willingness of a manufacturing, commercial, residential, historic or mixed-use property owner to build new, or to replace, reconstruct, convert, rehabilitation or renovate with new or enhanced facilities which serves such purposes to the benefit or the City as a whole or the particular neighborhood or district in which is located.

- D. Tax benefits for eligible properties shall be transferrable to a new owner, but the duration of the tax stabilization consideration period shall not be extended (unless otherwise approved by the City Council by resolution). In the event that the tax stabilized property becomes exempt from real estate taxes during the term of tax stabilization through conveyance, or otherwise, to a real estate tax exempt entity, the tax stabilization agreement shall be void *ad initio* with owners of the tax stabilized properties being liable for full taxes retroactively to the execution of the tax stabilization agreement.
- E. Except as provided for in this ordinance, the payment of taxes under the agreement (either as exempted or which is subject to a stabilized amount of taxes) shall not, during the period of the agreement, be further liable to taxation by the City so long as the property is utilized for the purpose for which the agreement was entered into in the first instance.
- F. Personal or tangible property shall not be subject to a tax exemption or stabilization pursuant to this ordinance.

Section 6. Correction of Code Violations & Deficiencies

The Building Official shall review any application for tax stabilization assistance to determine whether any violations of the provisions of the building code of the City exists with respect to the subject property of the applicant and any other property in the City owned by the applicant. If no violations exist, he or she shall certify the fact to the City Assessor within thirty (30) days. If violations do exist, within thirty (30) days, he or she shall forward a statement to the City Assessor and the applicant specifying the nature and extent of the violations. No exemption granted hereunder shall be effective unless and until

any and all violations have been cured. Within the same thirty (30) day period, the Building Official shall issue a letter to the City Assessor (with a copy to the applicant) stating whether the project will involve the substantial rehabilitation of the eligible property, and whether the proposed construction has received the necessary approvals from the Woonsocket Planning Board, the Design Review Commission and/or the Zoning Board of Review, as applicable. The applicant shall have sixty (60) days from its receipt of written notice (or copy of notice to the City Assessor) to cure outstanding violations or other matters which serve as a valid basis for the Building Official not approving the subject application. Failure of the applicant to effectuate a cure within said sixty (60) day period shall result in the City Assessor removing the subject application from the City Assessor's list of incomplete applications. Nothing shall prohibit the subject property owner from reapplying for tax stabilization or exemption consideration.

Section 7. Exclusion for Qualification.

Nothing in this Ordinance shall be deemed to permit the exemption or stabilization of taxes as herein provided for any manufacturing or commercial concern relocating from one city or town within the State of Rhode Island to another city or town within the State of Rhode Island unless such action constitutes a substantial increase in the activities of such business to the overall benefit of the State.

Section 8. Revocation.

The City Council shall terminate an exemption granted hereunder prior to the expiration thereof in the event of fraud or misrepresentation and non-compliance by any applicant regarding and statements or representations contained in the application.

Section 9. Prohibition on Dual Benefit.

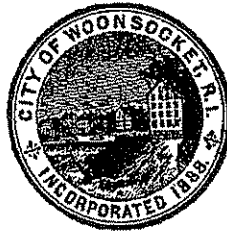
No property owner, corporation, or other business entity shall be eligible for consideration or assistance under this Tax Stabilization Program when such entity is presently the subject or may become the beneficiary of some other form of tax reduction incentive program or payment-in-lieu of taxes agreement simultaneously offered by the City of Woonsocket or any other local, state or federal program unless specifically exempted from this prohibition by resolution of the City Council.

Section 10. Effective Date.

This Ordinance shall take effect immediately upon its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule

Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Albert G. Brien, Council President
By Request of the Administration



CITY OF WOONSOCKET, RHODE ISLAND
City Hall- 169 Main Street- Woonsocket, Rhode Island 02895-4379
Telephone # 401-762-6400 – Facsimile # 401-766-9312

**PRELIMINARY APPLICATION FOR TAX ABATEMENT PROGRAM
IN THE WOONSOCKET DOWNTOWN REVITALIZATION AREA**

The undersigned hereby requests a determination of preliminary eligibility under the provisions of the City of Woonsocket’s Omnibus Tax Stabilization Program For the Woonsocket Downtown Revitalization Area

Property Address: _____

Woonsocket, Rhode Island 02895

Woonsocket Assessor’s Plat # _____ Assessor’s Lot(s) # _____

Zoning District: _____ Residential Units: _____ Commercial Units: _____

- I purchased the property on _____ [Attach a copy of the deed].
- I currently have the property under option. [Attach a copy of the Purchase/Sales Agreement]
- I currently do not own the property which is the subject of this application.

Current Assessed Value of Property: \$ _____

Applicant(s)

Name _____

Street Address: _____

City _____ State _____ Zip Code _____

Telephone No. _____ Cell Phone Number: _____

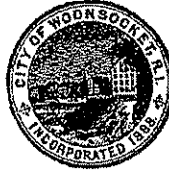
Fax Number: _____ Email Address: _____

Signature _____

Office Use Only:

This application under the *Woonsocket Downtown Tax Stabilization Program* was received on: _____, 201____

Date Staff Signature Title



**City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
Office of the Director
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379**

Date _____

Name: _____

Address: _____

City/State/Zip Code _____

Subject: *Property at _____, Woonsocket, Rhode Island*
Statement of Preliminary Eligibility
• Woonsocket Downtown Tax Stabilization Program

Dear

Please be advised that this Office has received your application under the City of Woonsocket, Rhode Island's *Woonsocket Downtown Tax Stabilization Program* for property at _____, Woonsocket, Rhode Island.

Based upon the information and documentation submitted, it appears that the subject property qualified under the provisions and that after an examination of the conditions at the property, and completion of the corrective measures to be identified by the Building Official and Fire Marshal, as well as proposed improvements (if applicable) you will be awarded the appropriate tax abatements applicable to this project under the provisions of the Program.

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

Sincerely

Director of Planning & Development

xc: _____, City Assessor
_____, Building Official/Zoning Officer



**City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
Office of the Director
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379**

Date: _____

Name: _____

Address: _____

City/State/Zip Code: _____

*Subject: Final Tax Abatement Benefit Determination
Property at _____, Woonsocket, Rhode Island
Woonsocket Downtown Tax Stabilization Program*

Dear

Please be advised that this Office has received your completed rehabilitation/renovation project at the above-referenced address under the City of Woonsocket, Rhode Island's *Woonsocket Downtown Tax Stabilization Program*. Based upon the collection and review of all documentation, including building permits, contracts for work completed and submission of a Certificate of Occupancy & Use, the following determination has been calculated.

- Value of Work Permits Applied for and Issued:\$ _____ .00
[Attach copies of building permits]
- Value of Documented Work not requiring a Building Permit: ...\$ _____ .00
[Attached copies of contracts, purchase orders, receipts]
- TOTAL VALUE OF WORK COMPLETED ON THE PROPERTY:
\$ _____ .00

Tax Abatement Calculation for Owner-Occupants: (Estimated)

Year 1: The amount due to the City of Woonsocket will be \$ _____
and the valuation of improvements beyond the base year shall be 0%

Year 2: The amount due to the City of Woonsocket will be \$ _____
and the valuation of improvements beyond the base year shall be 0%.

Year 3: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 0%.

Year 4: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 11%.

Year 5: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 22%.

Year 6: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 33%.

Year 7: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 44%.

Year 8: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 55%.

Year 9: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 66%.

Year 10: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 77%.

Year 11: The amount due to the City of Woonsocket will be \$ _____ and the valuation of improvements beyond the base year shall be 88%.

Year 12: The amount due to the City of Woonsocket will be based upon 100% of the assessed value of the property at the tax rate then applicable.

Based upon the information and documentation submitted it appears that the subject property qualified under the provisions and that after an examination of the conditions at the property, and completion of the corrective measures to be identified by the Building Official and Fire Marshal (if applicable) you will be awarded the appropriate tax abatements applicable to this project under the provisions of the Program.

As required by Ordinance, a copy of this correspondence is being placed on file in the Office of the City Clerk for public information purposes, together with a fiscal impact statement indicating the financial affects on this agreement on the City and the property owner. Implementation of the provisions of this award are subject to the execution by the City and

the Owner. Finalization of such an agreement cannot be undertaken before the expiration of ten (10) business days, which is _____, 201____.

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

Sincerely

Director of Planning & Development

xc: _____, City Assessor
_____, Building Official/Zoning Officer

Exhibit D
**Agreement Authorizing a Payment-in-lieu-of-Taxes
by and between the
CITY OF WOONSOCKET, RHODE ISLAND
And**

**[Pursuant the Tax Stabilization Program
For the Woonsocket Downtown Revitalization Area**

This Payment-in-lieu-of-Taxes ("PILOT") AGREEMENT made and entered into as of this ____ of _____, 20__ by and among the City of Woonsocket, Rhode Island, a municipal corporation organized and existing under the laws of the State of Rhode Island (the "City") and the _____ a business established under the Laws of the State of _____, (the "Owner") is intended to establish payments in lieu of taxes to be paid to the City by the Owner during the term hereof in accordance with Rhode Island General Laws ("RIGL") § 44-3-9 as amended; and

Whereas; Owner has determined to purchase, and has purchased certain real estate located at Woonsocket Assessor's Plat(s) ____, lot(s) ____ (...Address...) for the purposes permitted under the Zoning Ordinance of the City of Woonsocket, Rhode Island. Such properties, containing a structure(s) shall be renovated and improved and developed thereon; and

Whereas; The property will be owned by the Owner to other subsidiary corporations and/or business entities engaged in the production, fabrication and manufacture of products sold to third parties in the retail sale of products which are consumer oriented; and

Whereas; it is contemplated that the Owner will hold legal title to the property; and

Whereas; representatives of the City and the Owner desire to fix and stabilize the level of payment in lieu of taxes to be made with respect to the property; and

Whereas; this PILOT Agreement is entered into pursuant to the provisions of Chapter 44-3 of the RIGL, including without limitations §42-3-9 thereof; and

Whereas; pursuant to RIGL §43-3 the Owner agrees that it will make certain payments in lieu of taxes to the City with respect to the Project; and

Whereas; the City Council has found and determined that:

- (a) The PILOT Agreement is in the public interest as it induces the Owner to locate its facility in the City and the project will pay a reasonable and responsible payment-in-lieu-of-taxes as well as substantially contribute to the revitalization of the general commercial area as part of the City's economic development efforts; and
- (b) Chapter 44-3-9 of the Rhode Island General Laws provides that the City and the Owner may make an agreement with respect to all payments in lieu of real estate taxes with respect to the project; and,
- (c) The payments made pursuant to the PILOT Agreement are fair and equitable and acceptable to the City and the Owner; and

Whereas The City, in accordance with Chapter 44-3-9 of the Rhode Island General Laws, is entitled to receive payments in lieu of taxes from the Owner; and

Whereas; this Agreement contains all the terms and conditions of such agreement relating to payment in lieu of taxes to be made with respect to Woonsocket Assessor's Plat(s)----, lot(s) ----.

Now, therefore, in consideration of the mutual agreements, understandings and obligations set forth herein, the City of Woonsocket and the Owner agree as follows:

Section 1. Definitions. The following terms shall have the meanings set forth herein.

- (a) "Owner" shall mean the owner of property, as established under the Laws of the State of Rhode Island & Providence Plantations.
- (b) "Existing Real Estate Improvements" means any and all structures, buildings and other improvements currently located on Woonsocket Assessor's Plat(s) ____, lot(s) ____.
- (c) "Personal Property" means any and all tangible personal property, new or existing, including, but not limited to, all vehicles, furniture, fixtures, equipment, furnishings, computer hardware and software and information systems and other personal property, now or hereafter located at the site.
- (d) "Property Owner" means the Owner and their successors.
- (e) "Taxable Property" means, collectively, the real estate, real property improvements, and the personal property, which together constitute the property.
- (f) "Real Property Improvements" means any and all structures, buildings and other improvements existing on the property at the time of the execution of the Agreement and during the term of the Agreement.
- (g) "Pilot Payment" means the total amount to be paid by Owner to the City of Woonsocket in lieu of real estate taxes ordinarily assessed based upon any present or future evaluation undertaken by the Tax Assessor of the City of Woonsocket and/or any agency, corporation, or agent engaged by the City for such purposes.

- (h) "Commencement date" means the later date either of the transfer of the property to the Owner or of the approval of the Agreement by the Woonsocket City Council.
- (i) "Termination Date" means the date upon which the period of twelve (12) years shall terminate (e.g., if the commencement date begins on January 1, 20___, the termination date shall be December 31, 20___.
- (j) "Term". The term of this PILOT Agreement shall be for a period commencing on the Commencement Date and terminating on the Termination Date.

Section 2. Payment of Taxes. Pursuant to the provisions of RIGL §44-3-9 Owner hereby agrees that during the term of this Pilot Agreement Owner, shall make Pilot Payments as prescribed herein to the City in lieu of real property tax assessment of every kind and nature which would now or hereafter otherwise be levied upon such real estate, excluding taxes on personal property, equipment, charges for water or sewer, or other municipal services.

Section 3. Owner shall grant a first lien on the real property, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable laws and ordinances with respect to real property and personal taxes. The City agrees to provide the Owner with the same notice that it provides other taxpayers prior to exercising any foreclosure remedy available under the Pilot Agreement.

Section 4. It is understood by the parties that the Pilot Payments made hereunder are deemed by the City to be payment in lieu of tax payments and the Owner shall be entitled to all the rights and privileges of a taxpayer in the City, provided however, Owner shall not be afforded the

right to challenge any assessment made pursuant to this Pilot Agreement and the remedies of the Owner are specifically limited to actions for breach of this Pilot Agreement in accordance with the provisions relating to dispute resolutions hereinafter. It is further understood that the City's sole and exclusive recourse to the Owner for its payments hereunder is limited to the city's first lien on the taxable properties.

Section 5. Payment Schedule: Owner shall be obliged to make the payments-in-lieu of taxes according to the following schedule:

Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Year 6	\$
Year 7	\$
Year 8	\$
Year 9	\$
Year 10	\$
Year 11	\$
Year 12	\$

Payments shall be made in equal quarterly installments according to the normal collection schedule of the City. After the twelfth (12th) year the total assessment due upon the real estate property will be due and payable.

Section 6. Satisfaction of Obligations. The City agrees that so long as the Pilot Payments are made by the Owner in accordance with the terms of this Pilot Agreement, the City shall, during the term of this Pilot Agreement, accept said payment in full satisfaction of the obligations of the Owner as to payment of any and all taxes on the real property to the City which would otherwise be levied upon or with respect to the real property at Woonsocket Assessor's Plat(s)____, lot(s) ____, including improvements, structures and facilities, but excluding personal property taxes which may now exist.

Section 7. Limitations. New structures constructed on the site may be covered by this Pilot Agreement. Improvements to the existing structure located on the site shall be covered by this Agreement.

Section 8. Agreement Transferrable: This PILOT Agreement is transferrable and shall not terminate upon the sale of the property or the dissolution of the Owner, provided that the new owner of the subject property shall otherwise be subject to normal real estate taxation and not the subject of a separate PILOT or tax-exemption provided by law or ordinance.

Section 9. Assessment after Termination Date: Commencing on the Termination Date of this Pilot Agreement, the Owner's obligation to make payments of taxes or payments in lieu of taxes shall be based on the then current assessed value as of the Termination Date of all properties owned by the Owner or leased by the Owner determined by the Tax Assessor for the City in the same manner as the assessed value of other real and personal property is from time to time determined.

Section 10. Dispute Resolutions:

The Owner and the City agree that if the Owner or any other owner should dispute the annual calculation of the Pilot Payment, either party may appeal to the Tax Board of Assessment Review.

Section 11. Entire Agreement: This Pilot Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The parties hereto expressly acknowledge and agree that this Pilot Agreement has been entered into for the benefit of the Owner and shall be enforceable by the Owner against the parties hereto. This Pilot Agreement may only be modified or amended in writing and with the consent of the parties hereto in accordance with RIGL 44-3-9

Section 11. Notice: All notices, certificates, requests, demands, consents, approvals, and other communications which may or are required to be given hereunder (for the purpose of this section, collectively called "Notices") shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested and received or overnight delivery by a registered public or private carrier, or by facsimile, in with case as evidenced by a receipt or other evidence of delivery showing the date, time, and, for a facsimile, telephone number or receipt and address to the party to receive such Notice as set forth below.

If to: City of Woonsocket, Rhode Island
Woonsocket City Hall • 169 Main Street
169 Main Street
Woonsocket, Rhode Island 02895-4379
Attention: Mayor
Fax Number: (401) 765-4569

Copy to: City Solicitor
City of Woonsocket, Rhode Island
169 Main Street
Woonsocket, Rhode Island 02895-4379

If to: Name of Owner: _____
D/B/A: _____
Address: _____
City/State/Zip Code: _____
Telephone Number : _____ Cell phone: _____
Fax Number: _____ . Email: _____

State of Rhode Island & Providence Plantations
COUNTY OF PROVIDENCE

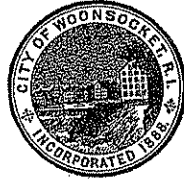
In WOONSOCKET, on this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn, acknowledges that he/she is the Owner of the property subject to this Agreement and that such agreement was signed by him/her and he/she acknowledged that said Agreement was his/her free act and deed in his/her capacity as said Owner

Notary Public

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

AMENDMENT: On Page 9 in Section 5, at the end of Part B after "first class mail.", insert "The Director of Planning & Development shall prepare and submit an annual report of all properties in the program to the City Clerk for distribution to the City Council members by June 1st of each year".

**City of Woonsocket
Rhode Island**



March 3, A.D. 2016

**Ordinance
Chapter**

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

WHEREAS, the City Council, the Public Safety Director and the Director of Public Works, have all identified parking issues on Kendrick Avenue; and

WHEREAS, residents of Kendrick Avenue have voiced concern as to illegal parking; and

WHEREAS, "No Parking" signs on the north side of Kendrick Avenue, directly in front of the Boys and Girls Club are not established by ordinance; and

WHEREAS, the Director of Public Works, in conjunction with the Director of Public Safety, have established revisions as follows.

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

SECTION 1. That Section 17-101, entitled, "Fifteen-minute limit" of Chapter 17 entitled, "Traffic" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:

Kendrick Avenue, northerly side of the street between utility poles and 31 and 11.

"No Parking/Drop off" signs currently in front of Woonsocket Boys and Girls Club on Kendrick Avenue, not established by ordinance, shall be removed.

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

Christopher Beauchamp
City Council

**City of Woonsocket
Rhode Island**



March 3, A.D. 2016

**Ordinance
Chapter**

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

WHEREAS, the City Council, the Public Safety Director and the Director of Public Works, have all identified parking issues on Kendrick Avenue; and

WHEREAS, residents of Kendrick Avenue have voiced concern as to illegal parking; and

WHEREAS, "No Parking" signs on the south side of the street are no longer correctly defined in Section 17-91; and

WHEREAS, the Director of Public Works, in conjunction with the Director of Public Safety, have established revisions as follows.

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

SECTION 1. That Section 17-91, entitled, "Prohibited at all times; exceptions" of Chapter 17 entitled, "Traffic" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:

Kendrick Avenue, southerly side, from Cumberland Street to ~~Gaulin Avenue~~ Elm Street.

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

Christopher Beauchamp
City Council

**City of Woonsocket
Rhode Island**



January 21, 2016

Ordinance
Chapter

**AMENDING THE
COMPREHENSIVE PLAN OF THE
CITY OF WOONSOCKET, RHODE ISLAND**

- WHEREAS,** the State of Rhode Island, under the Rhode Island Comprehensive Planning and Land Use Act of 1988, requires that each Rhode Island community adopt a Comprehensive Plan;
- WHEREAS,** the 2012 Comprehensive Plan of the City of Woonsocket, Rhode Island, was approved by the Woonsocket Planning Board of September 13, 2011, by the Woonsocket City Council on September 7, 2012, and the Rhode Island Department of Administration on January 3, 2012 previously approved; and,
- WHEREAS,** the Woonsocket Planning Board had a public hearing and approved a proposed change or amendment to the Woonsocket Comprehensive Plan entitled "*Amendment # 2016-1 Arnold/Blackstone/Railroad Streets Future Land Use Comprehensive Plan Amendment*" and recommended approval of the same to the City Council of the City of Woonsocket, Rhode Island.

WHEREAS, the Woonsocket City Council has received the advice and recommendation of the Woonsocket Planning Board regarding "*Amendment # 2016-1 Arnold/Blackstone/Railroad Streets Future Land Use Comprehensive Plan Amendment*" and has held its own public hearing consistent with the provisions of R.I.G.L § 45-22.2-8;

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

SECTION 1. That the City Council of the City of Woonsocket does hereby approve, accept and adopt the attached Amendment to the 2012 Comprehensive Plan entitled "*Amendment # 2016-1 Arnold/Blackstone/Railroad Streets Future Land Use Comprehensive Plan Amendment*"

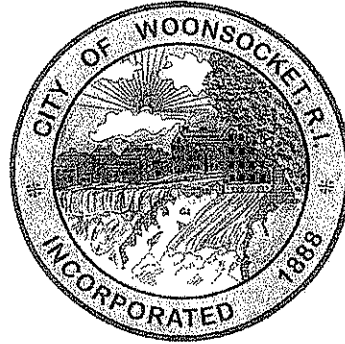
SECTION 2. Pursuant to RIGL § 45-22.2-8(4)(b)(2), the City Council of the City of Woonsocket, Rhode Island recognizes that "[A] all ordinances dealing with the adoption and amendment to a municipal comprehensive plan shall contain language stating that the comprehensive plan ordinance or amendments shall not become effective for the purposes of guiding state agency actions until it is approved by the State of Rhode Island pursuant to the methods stated in this chapter, or pursuant to any rules and regulations adopted pursuant to this chapter."

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

Melissa Murray, Councilor

IN CITY COUNCIL February 1, 2016 -Read by title and tabled and advertised for hearing.

City of Woonsocket, Rhode Island



Comprehensive Plan

2012

AMENDMENT # 2016-1

Arnold/Blackstone/Railroad Street

Future Land Use

Comprehensive Plan Amendment

Honorable Lisa Baldelli-Hunt

Department of Planning & Development

N. David Bouley, *Director*

Jennifer M. Siciliano, City Planner
Deputy Director of Community Planning

Purpose:

The purpose of this document is to provide an analysis and rationale for a change in the *Future Land Use Map* of the *Woonsocket Comprehensive Community Plan 2012* and to request approval of such change by the Woonsocket Planning Board, the Woonsocket City Council and the Associate Director of the Rhode Island Department of Administration.

The Property:

The property subject to this amendment is listed as lots 14, 18, 35, 128, 134, 190, 230, 279, 280, 286 & 287 on Woonsocket Assessor's Plat 13 and lots 232, 332, 352 374, 385, 408, 410 & 433 on Woonsocket Assessor's Plat 14. The properties in question are shown as follows:

Plat	Lot	Owner	Land Use	Acreage
13	14	Providence & Worcester Railroad Company 75 Hammond Street Worcester, Mass. 01601	Mixed-Use Industrial/ Commercial	1.49 acres
13	18	Sina Ly Sinn Realty Co 415 Arnold Street Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	.06 acres
13	35	Kun Realty LLC 20 Tall Oaks Court Cumberland, RI 02864	Commercial	0.61 acres
13	128	Ardente Realty Co., Inc. 281 Railroad Street Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	.54 acres
13	134	Providence & Worcester Railroad Company 75 Hammond Street Worcester, Mass. 01601	Mixed-Use Industrial/ Commercial	.07 acres
13	190	Budco Products Corporation 60 Kindergarten Street Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	1.13 acres

Plat	Lot	Owner	Land Use	Acreage
13	230	Willard, Lucy P. Heir City Tax Lien Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	.01 acres
13	279	Ardente Realty Co., Inc. 281 Railroad Street Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	.36 acres
13	280	Electro Sensors LLC c/o SC&H State & Local Tax Post Office Box 998 Sparks, MD 21152	Mixed-Use Industrial/ Commercial	.15 acres
13	286	Ardente Realty Co., Inc. 281 Railroad Street Woonsocket, RI 02895	Mixed-Use Industrial/ Commercial	.16 acres
13	287	Laperle, Albert Living Trust c/o Richard Laperle Post Office Box 7186 Warwick, RI 02887	Mixed-Use Industrial/ Commercial	.37 acres
14	232	Kachittavong, Von 80 Guertin Street Woonsocket, RI 02895	Residential High Density	.09 acres
14	332	Friendly Market Inc. 415 Arnold Street Woonsocket, RI 02895	Commercial	.17 acres
14	352	Dawn & Michael Menard 31 Bellevue Avenue No. Smithfield, RI 02896	Mixed-Use Industrial/ Commercial	.23 acres
14	374	640 Winter Street LLC 29 Thornton Street Mendon, Mass. 01756	Mixed-Use Industrial/ Commercial	.71 acres
14	385	Gravel, Alfred 407 Arnold Street Woonsocket, RI 02895	Residential	.21 acres
14	408	640 Winter Street LLC 29 Thornton Street Mendon, Mass. 01756	Mixed-Use Industrial/ Commercial	.32 acres

14	410	Banco Popular No. America 9600 Bryn Mawr Avenue Rosemont, IL 60018	Residential High Density Multi-Family	.25 acres
14	433	Francis & Therese Vekeman 59 Halsey Road Woonsocket, RI 02895	Residential High Density	.05

The properties, consisting of 6.98 acres, and some are legally pre-existing non-conforming lot of record occupied by a range of uses. The current land use of Woonsocket Assessor 13, lot 35 and Woonsocket Assessor's Plat 14, lots 232 and 332 are currently high density residential; while Woonsocket Assessor's Plat 13, lots 14, 18, 128, 134, 190, 230, 279, 280, 286 and 287 and Woonsocket Assessor's Plat 14, lots 352, 374, 385, 408, 410 & 433 has land uses classified as "Mixed-Use • Industrial/Commercial. (See Attached Map-Exhibit 1 – "Existing Plat Map" Exhibit 2 "Existing Satellite Map" and Exhibit 3 "Existing Land Use."

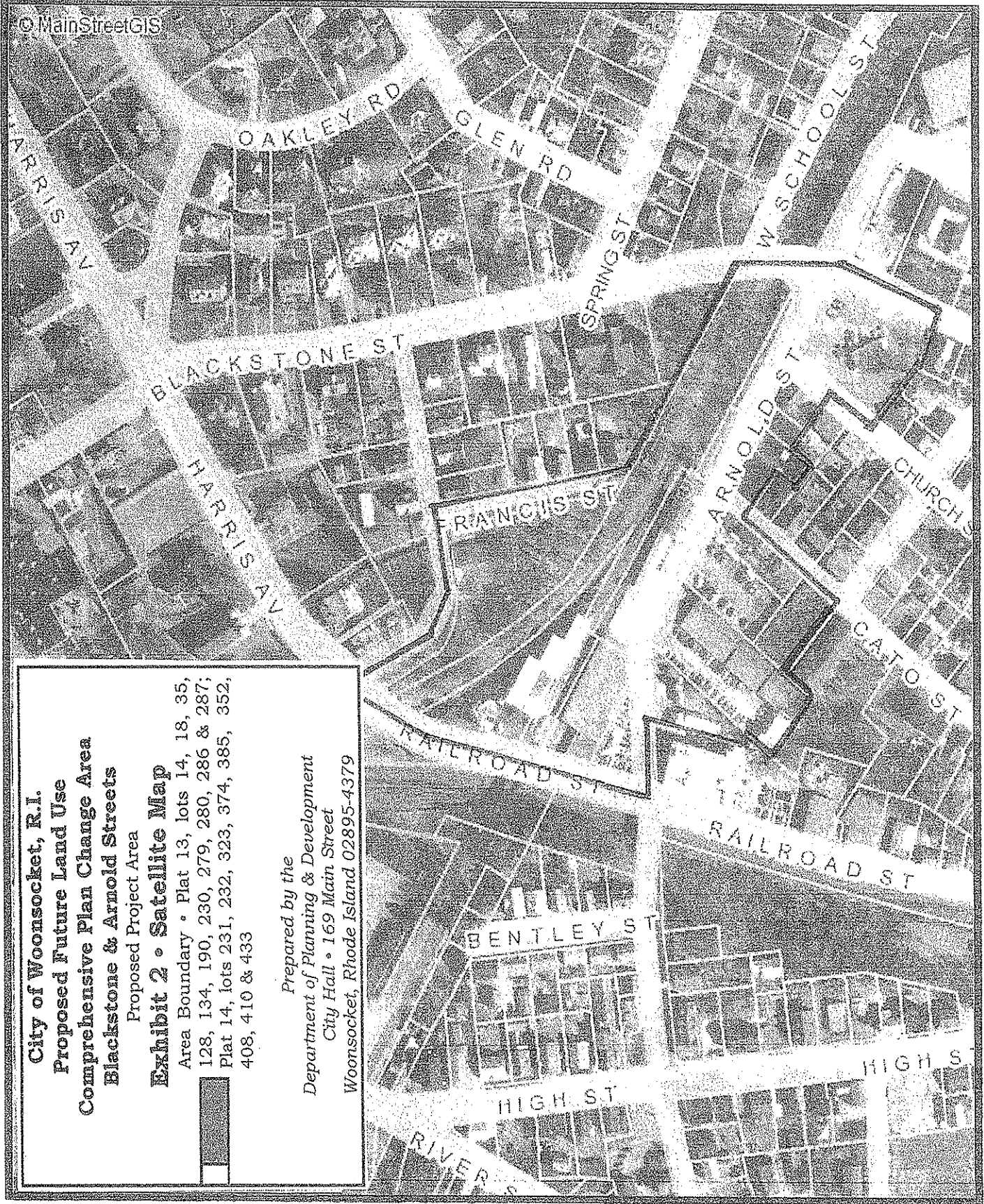
The properties are bordered by developed sites which are classified Mixed-Use • Industrial/Commercial, High Density Residential and Medium Density Residential.

While most of the subject property is designated "Mixed-Use – Industrial/Commercial" and "Residential-High Density" the bulk of the property is Mixed-Use-Commercial/Residential" in nature as shown by the examples contained in the attached photographs. The change proposed in the future land use map would use the properties for a mixture of residential and commercial uses and provide for a renewal of the area through redevelopment and revitalization resulting in small-scale commercial development intermixed with existing and proposed residential structures consistent with the overall character and scale of the district. In addition, mixed-use industrial/commercial uses are not compatible to a residential area.

Proposed Change:

After due consideration taking into account the actual use of the property; the potential for any change in use which is more conforming with the Comprehensive Plan and after receiving public comment, it is proposed that the properties be designated as Mixed-Use • Commercial/ Residential in the Future Land Use Map to reflect the actual present use and the real potential

for development based upon responsible land use, economic factors and the creation of employment opportunities and increased municipal revenues.



City of Woonsocket, R.I.
Proposed Future Land Use
Comprehensive Plan Change Area
Blackstone & Arnold Streets
 Proposed Project Area
Exhibit 2 • Satellite Map
 Area Boundary • Plat 13, lots 14, 18, 35,
 128, 134, 190, 230, 279, 280, 286 & 287;
 Plat 14, lots 231, 232, 323, 374, 385, 352,
 408, 410 & 433

Prepared by the
 Department of Planning & Development
 City Hall • 169 Main Street
 Woonsocket, Rhode Island 02895-4379

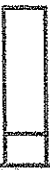
City of Woonsocket, R.I.

**Proposed Future Land Use
Comprehensive Plan Change Area
Blackstone & Arnold Streets**

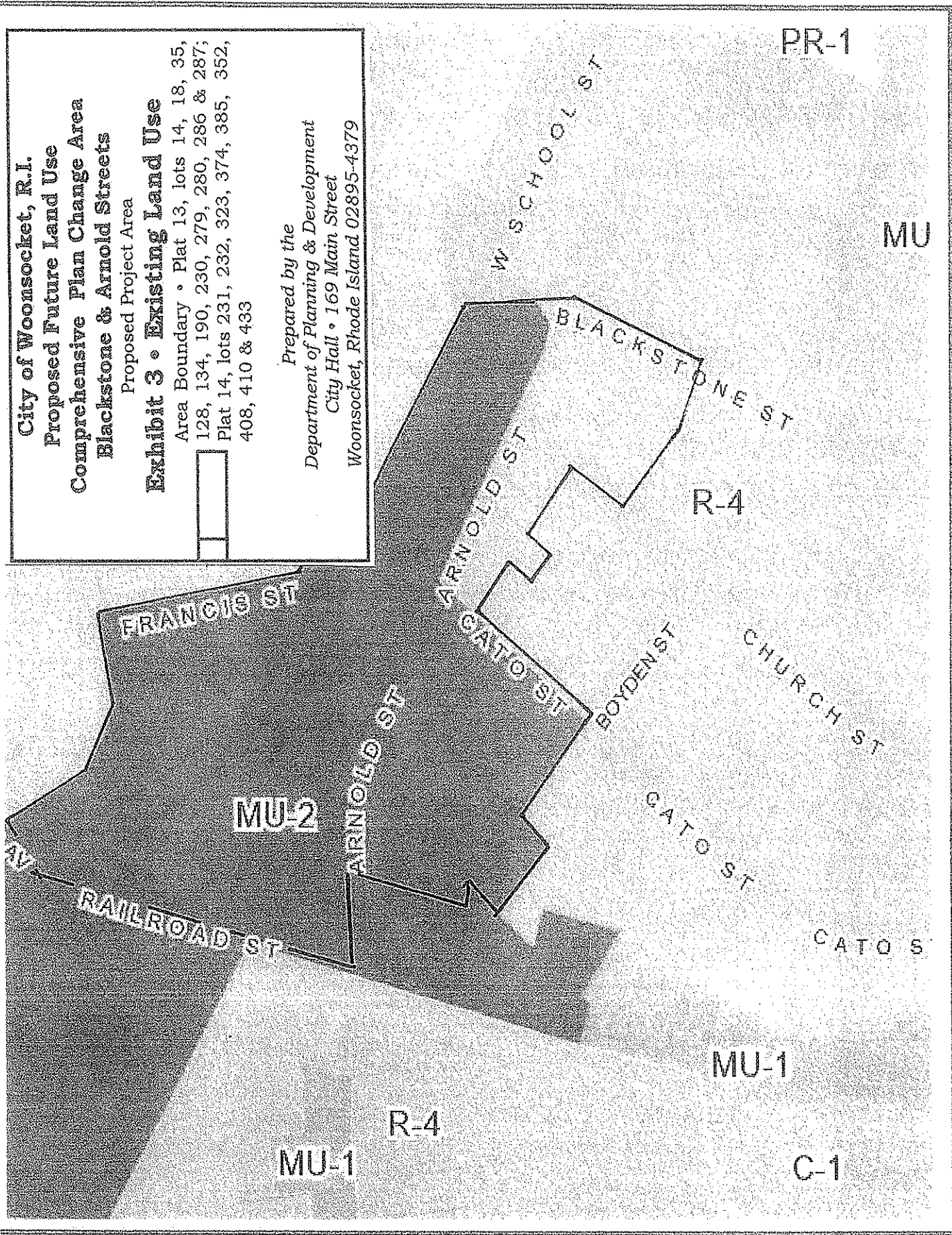
Proposed Project Area

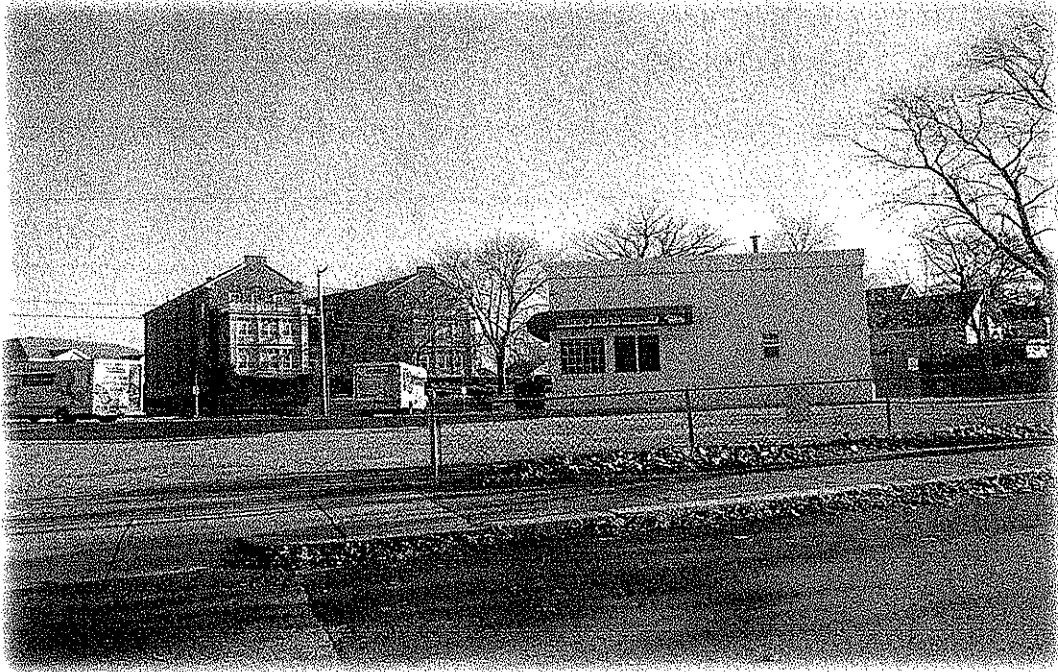
Exhibit 3 • Existing Land Use

Area Boundary • Plat 13, lots 14, 18, 35,
128, 134, 190, 230, 279, 280, 286 & 287;
Plat 14, lots 231, 232, 323, 374, 385, 352,
408, 410 & 433



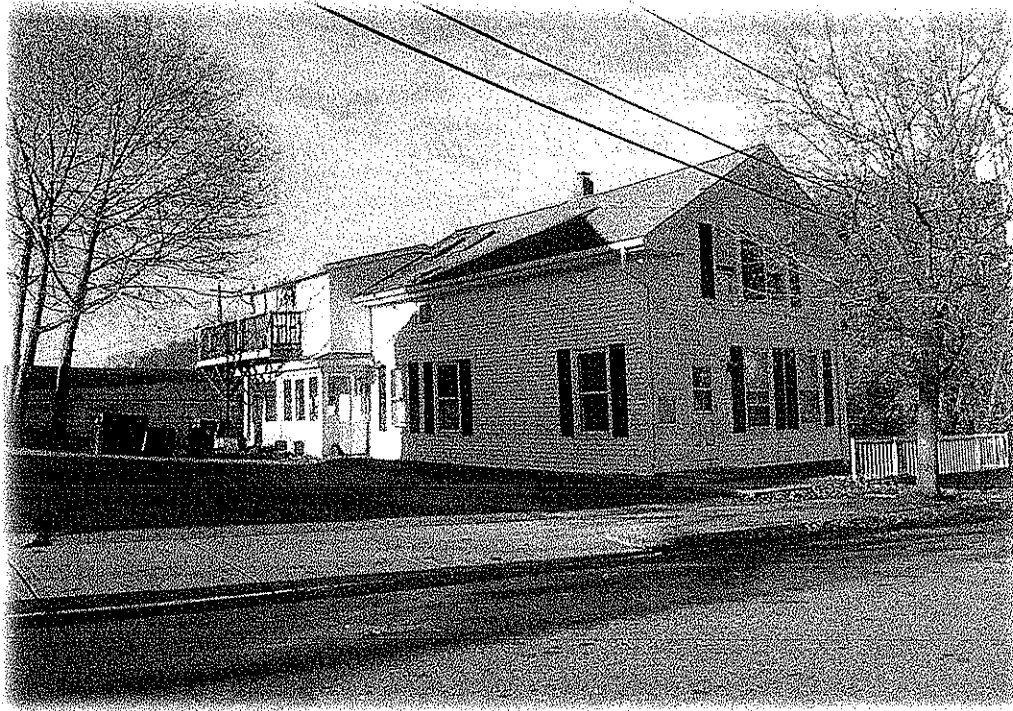
*Prepared by the
Department of Planning & Development
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379*





Above and below: Property at 471 Arnold Street [Woonsocket Assessor's Plat 13, lot 35][Residential-4] containing .061 acres of land and a former gasoline filling station used as an auto-repair shop which is allowed as a 'special use' in MU-1, C-1, C-2 and MU-2 zones; but not allowed in an R-4 zones except as a non-conforming use.

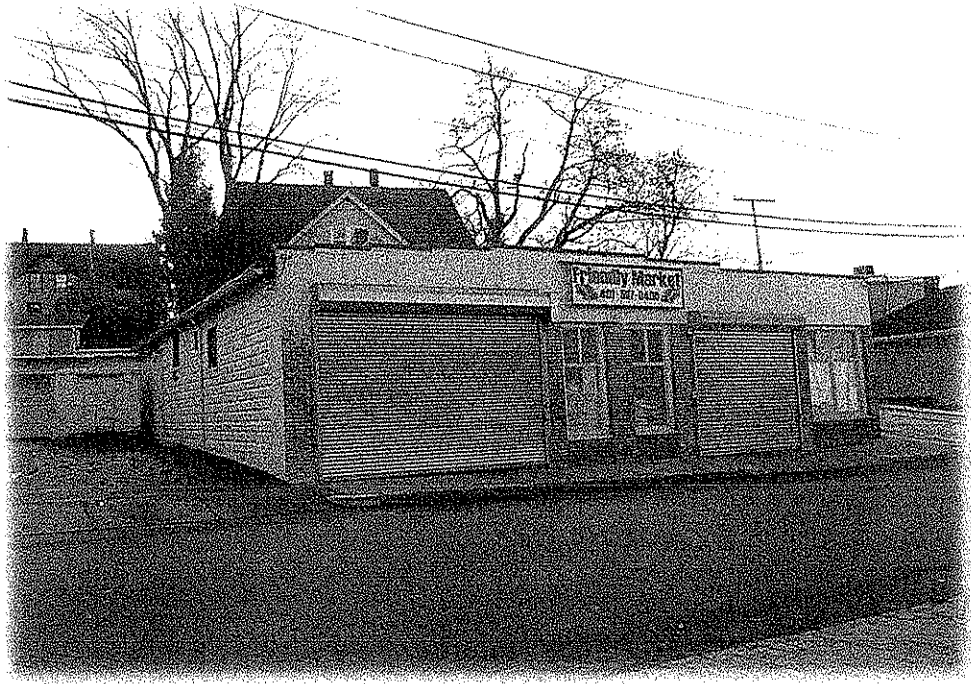




Property located at 232 Church Street [Woonsocket Assessor's Plat 14, lot 232][Residential-4] isolated as the only R-4 property in the subject area.

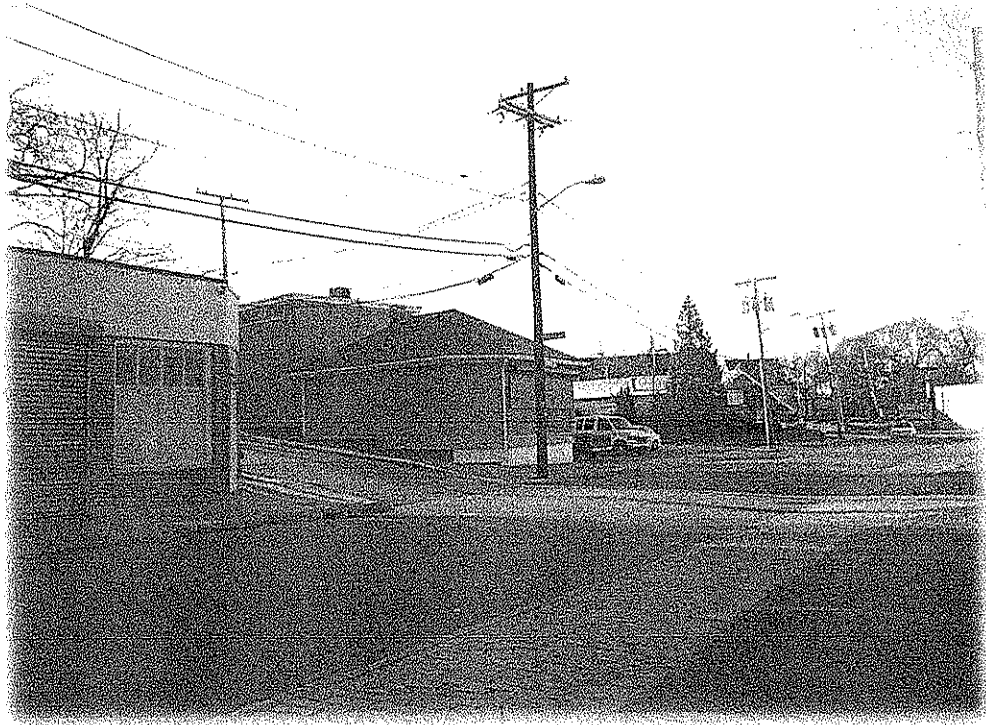


Property located at 443 Arnold Street [Woonsocket Assessor's Plat 14, lot 433][Residential-4] a commercial garage & storage facility/business operation which is pre-existing non-conforming use.

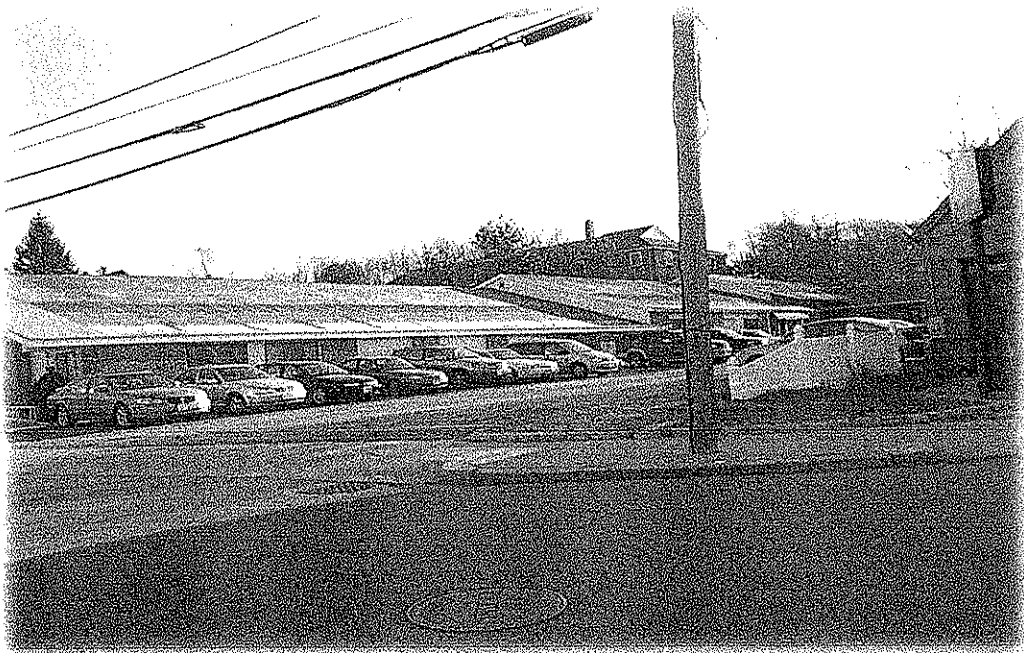


Above & below: Property at 415 Arnold Street [Woonsocket Assessor's Plat 14, lot 332][Residential-4], which is a small neighborhood market more consistent with a Urban Commercial or Mixed-Use • Residential/commercial area designation. It is a pre-existing legally non-conforming use.





Property located at 407 Arnold Street [Woonsocket Assessor's Plat 14, lot 385][Mixed-Use-2] a former small diner/restaurant currently used as a residence.



Property at 357 Arnold Street [Woonsocket Assessor's Plat 14, lot 374][MU-2] formerly consisting of a professional office complex, presently a church and marking for the nearby Honeywell Industrial facility.



Property at 339 Arnold Street [Woonsocket Assessor's Plat 14, lot 433][MU-2] was formerly a gasoline filling station, an oil-delivery command/office and a series of restaurants. The property is classified as Mixed-Use • Industrial/Commercial and is inconsistent with that classification.



Property located at 382 Arnold Street [Woonsocket Assessor's Plat 13, lot 387 [MU-2] is an automobile repair facility which is only permitted in C-1, C-2 & MU-2 cones by 'special permit'.



Property at 281 Railroad Street [Woonsocket Assessor's Plat 13, lot 279][MU-2] is a plumbing and heating supply and sales facility suitable for a commercial or low density classification.



Property at 60 Kindergarten Street [Woonsocket Assessor's Plat 13, lot 190][MU-2] is warehouse/business property built in 1935 and adjoining a moderate density residential neighborhood.

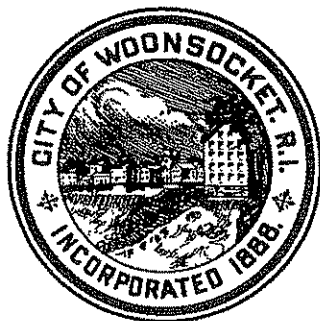


Woonsocket Assessor's Plat 13, lots 14, 18, 128, 134, 230, 280 & 285, formerly a railroad bed, the development of which would be more properly developed as a light commercial classification than a 'mixed-use industrial/commercial site.

In addition, the following four [4] maps are provided to demonstrate the proposed changes in the overall Future Land Use and site specific Future Land Use Maps of the Woonsocket Comprehensive Plan.

- Map LU-3 • Existing Future Land Use • Citywide
- Map LU-3 • Proposed Future Land Use Map • Citywide
- Map LU-3 • Existing Future Land Use Map • Site
- Map LU-3 • Proposed Future Land Use Map • Site

City of Woonsocket Rhode Island



January 21, 2016

Ordinance Chapter

**IN AMENDMENT OF THE CODE OF ORDINANCES,
CITY OF WOONSOCKET, RHODE ISLAND, APPENDIX C, ENTITLED
“ZONING” CHANGING THE ZONING DESIGNATION OF ASSESSOR’S
PLAT 13, LOTS 35, ASSESSOR’S PLAT 14, LOTS 232, 332 & 433 FROM
RESIDENTIAL-4 (R-4) ;ASSESSOR’S PLAT 13 Lots 14, 18, 128, 134, 190, 230,
279, 280, 286, & 287 AND ASSESSOR’S PLAT 14, LOTS 352, 374, 385, 408 &
410 FROM MIXED-USE-2 [MU-2] TO MIXED USE-1 (MU-1)**

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

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

The Zoning Map entitled, “Official Zoning Map, 1994, City of Woonsocket, Rhode Island, is hereby amended such that the zoning district designation of lot 35 on Woonsocket Assessor’s Plat 13, as well as lots 232, 332 and 433 on Woonsocket Assessor’s Plat 14 are changed from *R-4 [High Density Single- and Multifamily Residential District, but including customary incidental home occupations, public, semi-public and transient residential uses. A minimum of six thousand (6,000) square feet is required for a single-family dwelling, plus four thousand (4,000) square feet for each additional unit on the same lot]* and lots 14, 18 128, 134, 190, 230, 279, 280, 286 & 287

on Woonsocket Assessor's Plat 13 and lots 352, 374, 385 408 & 410 on Woonsocket Assessor's Plat 14 are changed from *Mixed-Use-2 [MU-2] Mixed Use Industrial/Commercial District, primarily for the conduct of manufacturing and other industrial uses which do not involve excessive smoke, odor, or noise; and/or the conduct of retail trade, administrative and professional services and service to the general public. Also permits accessory residential uses limited to persons conducting primary industrial or commercial uses. A minimum of six thousand (6,000) square feet is required per lot, to MU-I. Mixed Use Commercial/Residential District, primarily for the purpose of providing day-to-day convenient shopping needs, administrative and professional services, with an emphasis on daily necessities for the immediate residential area, provided that the gross floor area of each establishment shall not exceed three thousand (3,000) square feet, and the lot coverage shall not exceed thirty (30) percent. Minimum required lot area for both residential and nonresidential uses shall be six thousand (6,000) square feet for the first residential or nonresidential unit, plus four thousand (4,000) square feet for each additional residential or nonresidential unit on the same lot, with a maximum possible density of ten (10) dwelling units per acre]* as indicated on Exhibits "1" and "2" which are attached hereto and made a part hereof by reference.

SECTION 2. This Ordinance shall be immediately referred by the City Clerk in writing to the Woonsocket Planning Board for study and recommendation as to potential action.

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

- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is under consideration;
- (3) Contain a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (4) Include one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (5) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and

- (6) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

SECTION 4. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above shall be sent by the City Clerk to the Associates Director of the Division of Planning of the Rhode Island Department of Administration.

SECTION 5. At least two (2) weeks prior to the hearing. A copy of the newspaper notice described in Section 3 shall be sent by the City Clerk by first class mail to the city or town council of any city or town to which one (1) of the following pertain:

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

SECTION 6. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above shall be sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company that has riparian rights to a surface water source and/or surface watershed that is used or is suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of a proposed zoning change, provided however, that the governing body of any state or municipal water department or agency has filed with the Building Inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

SECTION 7. At least two (2) weeks prior to the hearing, a copy of the newspaper advertisement described in Section 3 or other prepared notice containing the identical information as the newspaper notice shall be sent to all owners of real property whose property is located in or within not less than two hundred (200) feet of the perimeter of the area proposed for change, whether within or outside of the city. Such notice shall be sent by certified mail to the last known address of such property owners as shown

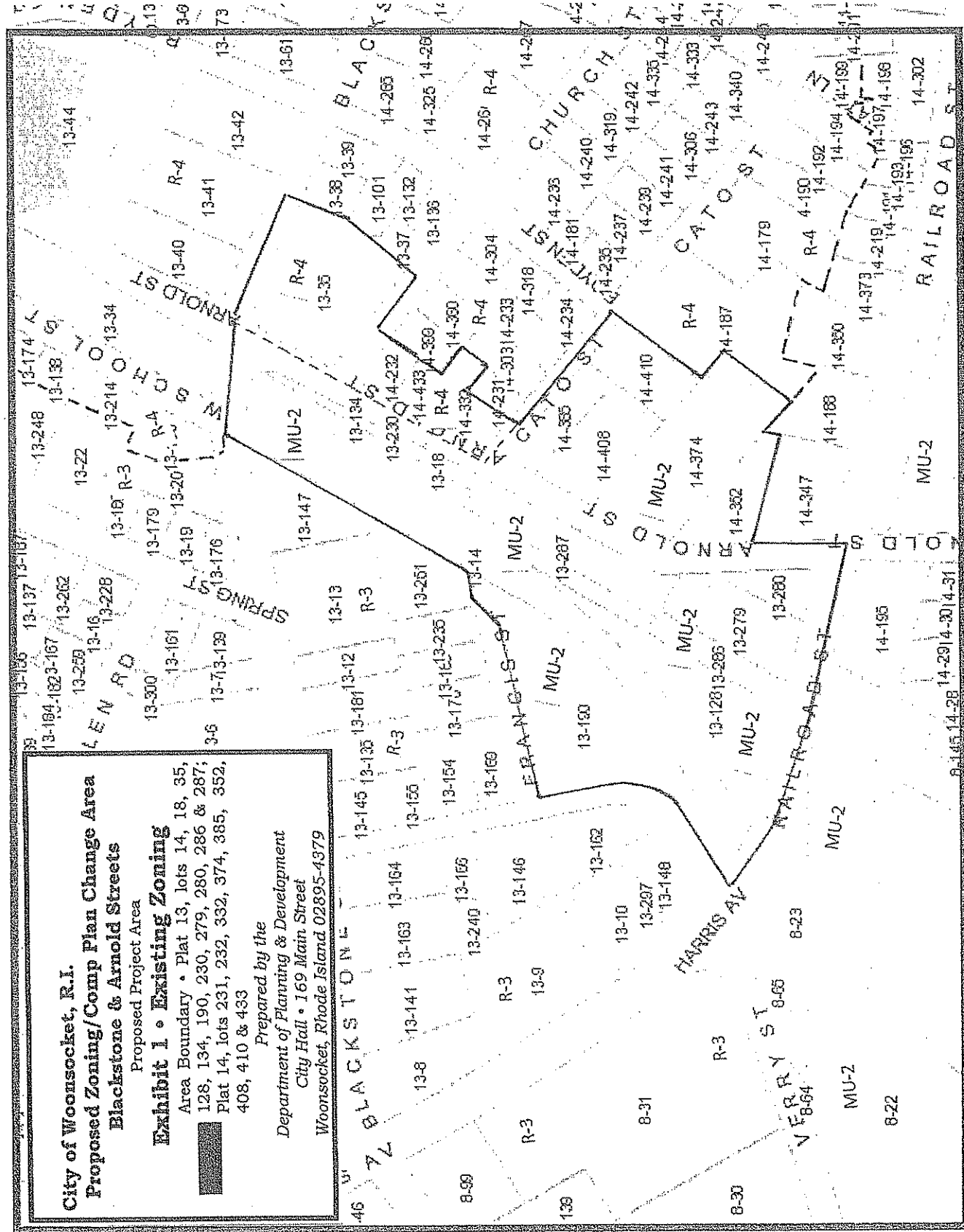
on the current real estate tax assessment records of the city or town in which the property is located.

SECTION 8. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect immediately upon passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Melissa Murray, Councilor

IN CITY COUNCIL February 1, 2016 - Read by title and tabled and advertised for hearing.

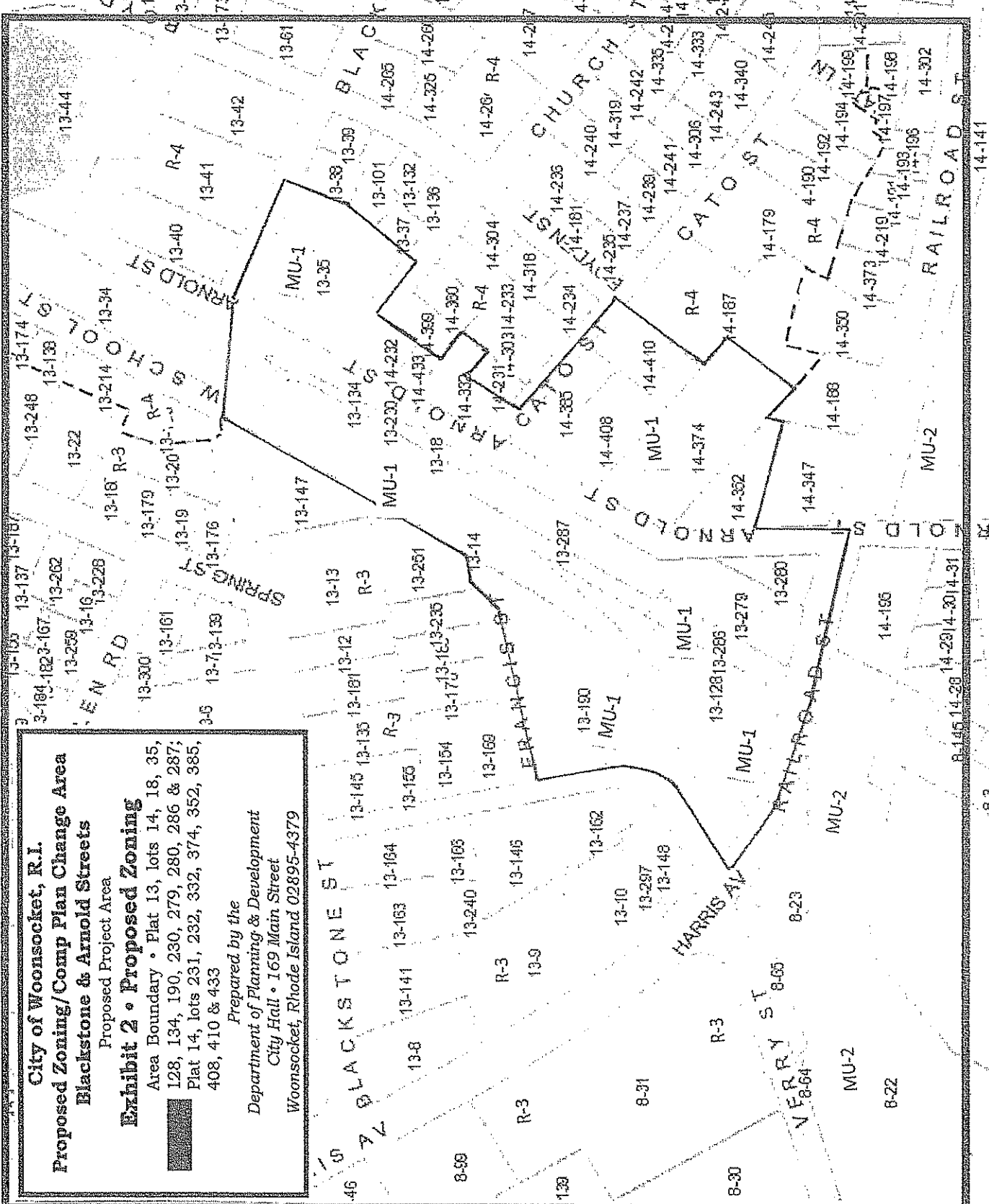
City of Woonsocket, R.I.
Proposed Zoning/Comp Plan Change Area
Blackstone & Arnold Streets
 Proposed Project Area
Exhibit I - Existing Zoning
 Area Boundary - Plat 13, lots 14, 18, 35,
 128, 134, 190, 230, 279, 280, 286 & 287;
 Plat 14, lots 231, 232, 332, 374, 385, 352,
 408, 410 & 433
 Prepared by the
 Department of Planning & Development
 City Hall • 169 Main Street
 Woonsocket, Rhode Island 02895-4379



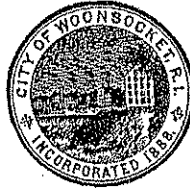
City of Woonsocket, R.I.
Proposed Zoning/Comp Plan Change Area
Blackstone & Arnold Streets
 Proposed Project Area

Exhibit 2 • Proposed Zoning
 Area Boundary • Plat 13, lots 14, 18, 35,
 128, 134, 190, 230, 279, 280, 286 & 287;
 Plat 14, lots 231, 232, 332, 374, 352, 385,
 408, 410 & 433

Prepared by the
Department of Planning & Development
 City Hall • 169 Main Street
 Woonsocket, Rhode Island 02895-4379



City of Woonsocket
Rhode Island



February 25 A.D. 2016

Ordinance

Chapter

TRANSFERRING FUNDS

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

SECTION 1. That the following funds be transferred from and to the following accounts:

FY16	DIVISION	ACCOUNT NO.	APPROPRIATION	OBJECT ITEM	AMOUNT
FROM:					
	Police	1010-05253-53321	Operating Supplies	Gas & Diesel Fuel	\$10,000
TO:					
	Police	1010-05252-52234	Maintenance & Servicing	Vehicle & Equip. Upkeep	\$10,000

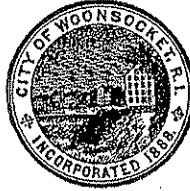
REASON FOR REQUEST:

Insufficient funds.

SECTION 2. This Ordinance shall take effect immediately when signed by the Mayor following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Council President Albert G. Brien,
Per Request of Administration

City of Woonsocket
Rhode Island



March 7 A.D. 2016

Ordinance
Chapter

TRANSFERRING FUNDS

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

SECTION 1. That the following funds be transferred from and to the following accounts:

FY16	DIVISION	ACCOUNT NO.	APPROPRIATION	OBJECT ITEM	AMOUNT
FROM:					
	City Capital Fund	1597-51455-55500	Capital Expenditures	Unallocated Funds	\$4,102
TO:					
	City Capital Fund	1597-51455-60305	Capital Expenditures	Palmer Memorial Carillion	\$4,102

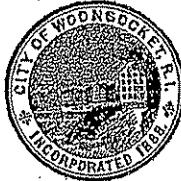
REASON FOR REQUEST:

City Council Ordinance 15-O-68 (copy attached) approved the repair and refurbishment of the Palmer Memorial Carillion for an amount not to exceed \$20,000. After the bid solicitation, the projected cost is \$24,102.

SECTION 2. This Ordinance shall take effect immediately when signed by the Mayor following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Albert G. Brien, City Council President
Per Request of Administration

City of Woonsocket
Rhode Island



September 30, A.D. 2015

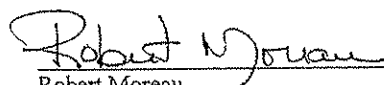
Ordinance
Chapter
7849

**AUTHORIZING APPROPRIATION FROM THE CITY CAPITAL –
UNALLOCATED ACCOUNT TO REPAIR AND REFURBISH THE
ANDREW P. PALMER MEMORIAL CARILLION**

- WHEREAS, the Andrew P. Palmer Memorial Carillion has been inoperable for more than ten years; and
- WHEREAS, a recent inspection of the Carillion has revealed the need for extensive repairs and renovation; and
- WHEREAS, the cost of repair continues to increase over time; and
- WHEREAS, repair of the Carillion will demonstrate the City's commitment to upkeep its public memorials and restore a piece of our City's history.

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

- SECTION 1.** Pursuant to Chapter III, Section 3(b) of the Woonsocket Home Rule Charter, the City Council authorizes the expenditure of funds, not to exceed (\$20,000.00) twenty-thousand dollars, for the repair and refurbishment of the Andrew P. Palmer Memorial Carillion.
- SECTION 2:** The appropriation shall be made from the "City Capital – Unallocated" account, Acct #1597-51455-55500.
- SECTION 3** This Ordinance shall take effect immediately pursuant to the provisions of Chapter III, section 9 of the Woonsocket Home Rule Charter as an appropriation Ordinance.


Robert Moreau
Councilman

IN CITY COUNCIL October 5, 2015 - Read by title and passed for the first time.
IN CITY COUNCIL October 19, 2015 - Read by title and passed.
Signed and approved by Mayor Lisa Baldelli-Hunt - October 26, 2015.

City of Woonsocket Rhode Island



March 8, A.D. 2016

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 2 ENTITLED, "ADMINISTRATION" OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET

- WHEREAS,** the Woonsocket Home Rule Charter posits certain appointment power with the City Council to various board and commissions within the City; and
- WHEREAS,** the City Council wishes to ensure that these boards and commissions are open to as many qualified individuals who are desirous of serving their City; and
- WHEREAS,** the procedure for encouraging participation needs to be updated and expanded to include public notice.

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

- SECTION 1.** That Section 2-32 entitled, "Procedure for appointment to boards over which city council is appointing authority" of Chapter 2 entitled, "Administration" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:
- (a) Any nominations for appointments or reappointments to boards for which the city council is the appointing authority as designated by the Woonsocket Home Rule Charter shall be filed with the City Clerk within the ninety (90) day period immediately preceding the expiration of the term of the applicable position and at no time prior to that period.
- (b) Where the City Council is the appointing authority, the City Clerk shall notify the members of the city council, in writing or via e-mail, at least one hundred twenty (120) days prior to the expiration of said term of appointment for any and all such positions.
- (c) In the event of a vacancy due to a resignation or removal from a board in which the City Council is the appointing authority, said vacancy shall be filled after the City Clerk has notified the City Council of said vacancy and a fourteen (14) day period is allowed for the filing of nominations and subsequent filling for said position.
- (d) Within ten (10) days after providing notice to the City Council under section (b) above, the City Clerk shall advertise in a newspaper of general circulation, as well as post on the City's official website, the position on the

board or commission which is expiring. The advertisement shall advise that the City Council is accepting names of individuals for nomination to a stated board and/or commission and that any interested city resident should submit a resume and/or letter of interest to the City Clerk's office by a date as set forth in the advertisement. All submitted applications shall be forwarded, by request, to each member of the City Council.

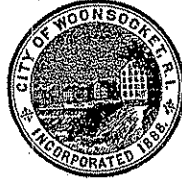
(e) The City Clerk is authorized to create any and all forms, applications, or web-based applications necessary to carry out the purpose and or intent of this Ordinance.

(f) Any nominees for appointments or reappointments to boards for which the City Council is the appointing authority as designated by the Woonsocket Home Rule charter shall be residents and qualified electors of the City of Woonsocket and remain for the length of their term.

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

Garrett Mancieri
City Council

**City of Woonsocket
Rhode Island**



March 16, A.D. 2016

**Ordinance
Chapter**

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

WHEREAS, the City Council, the Public Safety Director, and the Director of Public Works have all identified parking issues on Kendrick Avenue;

WHEREAS residents of Kendrick Avenue have voiced concern as to illegal parking specifically, parking that impedes entrance and exit into the driveway at 96 Kendrick Avenue; and

WHEREAS, the Director of Public Works, in conjunction with the Director of Public Safety have established the following revisions.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WOONSOCKET, RI AS FOLLOWS:**

Chapter 17 Traffic of the Code of Ordinances is hereby amended to read:

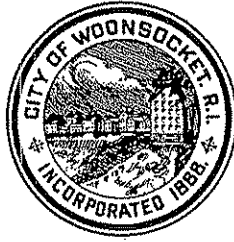
SECTION 1. That Section 17-108, entitled, "Prohibited between signs" of Chapter 17 entitled, "Traffic" of the Code of Ordinances, City of Woonsocket is hereby amended by adding the following:

On the North side of the street "No Parking" is established from the eastern most curb cut of residence 96 Kendrick Avenue, to western most curb cut of residence 96 Kendrick Avenue.

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

Christopher Beauchamp
City Council

**City of Woonsocket
Rhode Island**



March 16, A.D. 2016

**Ordinance
Chapter**

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

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

SECTION 1. That Section 17-80 entitled "Authority to issue parking violation notices" of Chapter 17, Article V of the City Code of Ordinances shall be amended as follows:

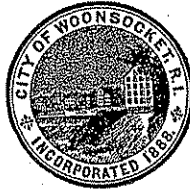
The Director and the Assistant Director of Security of the Woonsocket Housing Authority shall have the authority to issue parking violation notices for any vehicles that are parked along Morin Heights Boulevard, Bourdon Boulevard or Memorial Drive, or on any property owned and operated by the Woonsocket Housing Authority, if such vehicles shall be parked in violation of ordinance or posted signs.

The Chief of Police shall attest in writing that he has met with each newly appointed Director and Assistant Director of Security of the Woonsocket Housing Authority and confirmed that said Directors are familiar with and knowledgeable of police procedures and regulations for issuing parking violation notices.

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

Melissa Murray

City of Woonsocket
Rhode Island



March 16, A.D. 2016

Ordinance
Chapter

**ACCEPTING QUITCLAIM DEED FOR THE PROPERTY LOCATED
ADJACENT TO WORLD WAR II PARK, WOONSOCKET, RHODE ISLAND**

- WHEREAS,** the City of Woonsocket ("the City") is under a Memorandum of Agreement ("MOA") entitled, "Memorandum of Agreement and Site License between the State of Rhode Island Department of Environmental Management and the City of Woonsocket" dated February 6, 2014 with respect to the World War II Memorial Park (the "Park"); and
- WHEREAS,** the State of Rhode Island (the "State") is owner of a parcel of land known as Tax Assessor's Plat 20C, Lot 113 (the "Parcel") adjacent to the Park identified in Exhibit A which contains a garage that houses machinery and equipment used for the upkeep and maintenance of the Park; and
- WHEREAS,** the Park is currently being renovated and the City expects to take ownership of the Park upon completion of those renovations; and
- WHEREAS,** the State is willing to give the above referenced parcel to the City for its use as needed.

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

- SECTION 1.** The City Council accepts the quit claim deed attached hereto as Exhibit B for the property identified above.
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
Acting City Council President

EXHIBIT A

That certain lot of land with the buildings and improvements thereon, situated on the southerly side of East School Street in the City of Woonsocket, County of Providence and State of Rhode Island, bounded and described as follows, viz:

Beginning at a stone bound set in the ground at an angle in the southerly line of said East School Street, said point of beginning being at a corner of land now or formerly of State of Rhode Island, Providence Plantations, and at the northeasterly corner of the lot hereby described; thence S 36° W one hundred fifty-four and 45/100 (154.45) feet to a stake set in the ground; thence S 49° 26' W ninety-one and 1/10 (91.1) feet to another stake set in the ground at land now or formerly of Favreau-Bedford Amvets Club, the last two (2) courses bounding on said State of Rhode Island, Providence Plantations land; thence N 14° 33' E, bounding northwesterly on said Favreau-Bedford Amvets Club land two hundred seventeen and 8/10 (217.8) feet to a stake set in the ground in the southerly line of said East School Street; thence S 75° 27' E, bounding northerly on said East School Street one hundred ten (110) feet to the point of beginning. Containing 13,482 square feet, more or less.

EXHIBIT B
QUITCLAIM DEED

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, hereinafter referred to as the "GRANTOR", acting by and through the DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, does hereby grant, bargain, sell and convey, to the CITY OF WOONSOCKET, RHODE ISLAND, hereinafter referred to as the "GRANTEE," with QUITCLAIM COVENANTS, subject to the reservations, conditions, and covenants hereinafter set forth, that certain parcel of land, together with all buildings and improvements thereon, situated in the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the "Premises" and as more particularly described on "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the above-mentioned Premises with all rights, privileges and appurtenances, thereunto belonging unto and to the use of the GRANTEE, its successors and assigns forever on the following covenants and conditions.

GRANTEE shall perpetually use and maintain the Premises in good condition only for public recreational purposes and to support public recreational purposes in compliance with all applicable State and Federal Regulations including, but not limited to those of the GRANTOR, the State of Rhode Island, and the National Park Service.

In the event of a violation of any of the terms and conditions herein, including the duty to adequately maintain the Premises by GRANTEE or any LESSEE, at the option of the GRANTOR, title of the Premises shall revert to the GRANTOR. The GRANTOR shall give GRANTEE written notice of any such violation and GRANTEE shall be given a thirty (30) day period in which to fully correct any such violation. Should the violation be of such a nature that a period in excess of thirty (30) days shall be required for correction, then GRANTOR, in its sole discretion, may extend the time period in which GRANTEE may perform such cure so long as GRANTEE is acting with diligence to correct such violation. Any notice from GRANTOR to GRANTEE under this provision shall be sent by certified mail to the Mayor of the City of Woonsocket, City Hall, 169 Main Street, Woonsocket, Rhode Island 02895, with copies to: the Woonsocket City Solicitor, City Hall, 169 Main Street, Woonsocket, Rhode Island 02895; and the Woonsocket City Treasurer, City Hall, 169 Main Street, Woonsocket, Rhode Island 02895 or such address as GRANTEE may designate to GRANTOR in writing.

This conveyance is made subject to all easements, rights-of-way, and restrictions of record.

IN WITNESS WHEREOF, the undersigned on the ____ day of _____, _____, have set their hands and seals by their duly authorized officials.

WITNESS:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT

By: _____
Janet L. Coit, Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the ____ day of _____, before me personally appeared Janet L. Coit, the Director of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed, to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public
My Commission Expires: _____

WITNESS:

CITY OF WOONSOCKET, RI

By: _____
Lisa Baldelli-Hunt, Mayor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Woonsocket, in said County and State, on the ____ day of _____, before me personally appeared Lisa Baldelli-Hunt, the Mayor of the CITY OF WOONSOCKET, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF WOONSOCKET and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the CITY OF WOONSOCKET.

Notary Public
My Commission Expires: _____

APPROVED this _____, day of _____, 2015, by the **State Properties Committee**.

APPROVED:

Chairman, State Properties Committee

APPROVED AS TO FORM:

Designee for the Department of
Attorney General

APPROVED AS TO SUBSTANCE:

Designee of the Director, Department of
Administration

APPROVED:

Public Member

APPROVED:

Public Member

City of Woonsocket
Rhode Island



March 17, A.D. 2016

ORDINANCE
CHAPTER

**AUTHORIZING THE MAYOR TO ENTER INTO A TEMPORARY
CONSTRUCTION EASEMENT
AGREEMENT WITH H.S. REALTY CORPORATION**

- WHEREAS,** H.S. Realty Corporation (HSRC) is the owner of Tax Assessor's Plat 58, Lot 5 in the City of Woonsocket;
- WHEREAS,** the City of Woonsocket (the City) owns Tax Assessor's Plat 58, Lot 37 which abuts HSRC's property on the north and Tax Assessor's Plat 59, Lot 6 which abuts HSRC's property on the south;
- WHEREAS,** the City has requested a temporary construction easement over a portion of Assessor's Plat 58, Lot 5 to install and/or construct a Water Line as outlined in Exhibit A entitled, "Temporary Construction Easement Agreement" attached hereto;
- WHEREAS,** HSRC has agreed to grant the City a temporary construction easement for the installation and/or construction of said Water Line for the sum of Ten Dollars (\$10.00); and
- WHEREAS,** when such construction is complete, the City will restore the temporary construction easement site to its prior condition.

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

- SECTION 1.** The City Council hereby authorizes the Mayor and/or one of her designees to enter into the temporary construction easement agreement as described in Exhibit A.
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
Acting City Council President

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2016, by and between **H.S. Realty Corporation**, a Rhode Island corporation with a mailing address at 350 Cushman Road, North Attleboro, MA 02760 ("**Grantor**") and the **City of Woonsocket**, a Rhode Island municipal corporation having a mailing address at 169 Main Street, Woonsocket, RI 02895 ("**Grantee**"). Grantor and Grantee are hereinafter referred to collectively as the "Parties."

A. Grantor is the owner of certain real property designated as City of Woonsocket Tax Assessor's Plat 58, Lot 5 (the "Grantor's Property").

B. Grantee is the owner of certain real property designated as City of Woonsocket Tax Assessor's (i) Plat 58, Lot 37 which abuts the Grantor's Property on the north and (ii) Plat 59, Lot 6 which abuts the Grantor's Property on the south (collectively the "Grantee's Property").

C. A portion of the Grantor's Property is shown as a cross-hatched area as depicted on the plan attached hereto as Exhibit A entitled "City of Woonsocket, Rhode Island Woonsocket Water Department 2010 Water System Improvement Contract 2" dated September 2015 and more particularly bounded and described as Exhibit B attached hereto (the "Easement Area").

D. Grantor and Grantee have engaged in negotiations pursuant to which Grantor will sell and convey the Easement Area to Grantee.

E. Grantor has agreed to grant to the Grantee a temporary construction easement for the installation and/or construction of a 12" water main including all pipes, wires, conduits, associated fittings and connections, and other appurtenances and facilities (collectively the "Water Line") within the Easement Area prior to Grantee's purchase of the Easement Area from Grantor.

NOW THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid at and before the sealing of these presents, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Temporary Construction Easement.

Grantor does hereby grant and convey to Grantee, its successors, assigns, employees, contractors and agents (collectively referred to herein as the "Grantee's Permittees"), for the benefit of and as appurtenant to the Grantee's Property, an exclusive temporary construction easement within the Easement Area for access, construction staging/lay-down, excavation, filling, planting of wetlands vegetation, maintenance, monitoring and storage of construction materials and construction equipment in connection with Grantee's installation of the Water Line, which crosses certain wetland areas within the Easement Area ("Easement"). All such activities shall be performed at Grantee's cost and expense and Grantee shall obtain all permits required. Such activities shall further be performed in accordance with all permits issued therefor and all governmental requirements applicable thereto. Grantee and/or Grantee's Permittees shall promptly repair any damage to the Easement Area arising out of or resulting from exercise of

the rights or easements granted herein. Upon completion of any work done by Grantee and/or Grantee's Permittees in relation to the Easement Area, Grantee shall have the obligation to restore the Easement Area so disturbed to its prior condition, including, without limitation, as the case may be, landscaping, replanting, regrading and the like. This Easement is intended to and shall attach to the Grantee's Property and is for the benefit of Grantee and Grantee's Permittees. Without limitation, this Easement shall bind Grantor, its successors, assigns, grantees, transferees, lessees, sub-lessees and licensees.

2. Duration.

The Easement granted in this Agreement shall terminate on September 1, 2016 (the "Termination Date") and shall be automatically extinguished on the Termination Date by recording a notice of termination (the "Termination Notice") in the Land Evidence Records of the City of Woonsocket, which Termination Notice when recorded shall be conclusive as against all parties hereto and may be relied upon by third parties, including subsequent purchasers of the Grantor's Property and the Grantee's Property.

3. Performance of Work.

In connection with any work to be performed with respect to the Water Line or within the Easement Area by or on behalf of Grantee, the Grantee agrees that such work shall be performed in a good and workmanlike manner and in as prompt, efficient and continuous manner as possible.

4. Indemnification.

The Grantee, for itself and on behalf of its successors and assigns, hereby covenants and agrees to defend, indemnify and forever hold harmless the Grantor from and against all claims, causes of action, suits, losses, damages, liability and expenses including, but not limited to, the costs of suits and reasonable attorney's fees, to the extent they arise out of or are in any way related to the Grantee's activities in, upon, under and over the Easement Areas and/or the Grantee's failure to perform any or all of the covenants and agreements of this Agreement required of Grantee to be performed hereunder.

5. Permission For Upgraded or Alternative Use.

The Grantee understands that the Easement is granted for the sole purpose of construction and/or installation of the Water Line and prior permission from the Grantee will be required for any upgrade or alternative use of the Easement Area.

6. No Dedication.

Nothing in this Agreement is intended nor shall it constitute a dedication of any portion of the Easement Area to the general public for any public use or purpose whatsoever.

7. No Merger.

Notwithstanding an owner's ownership of more than one parcel, the Easement granted hereunder shall burden and benefit each parcel individually, without merger as a result of such common ownership, and upon conveyance of a parcel so that such parcel ceases to be under common ownership, neither the owner conveying said parcel nor the owner acquiring said parcel shall need to execute additional documentation to evidence the existence of said Easement, and said Easement shall relate back to and shall be deemed to have been created as of the date this Agreement is recorded in the Land Evidence Records.

8. Counterparts.

This Agreement may be signed in two or more counterparts, all of which, taken together, shall constitute one original.

9. Authority to Sign.

By the execution of this Agreement, both parties certify to each other that they are authorized to enter the same, and that the easements, covenants and agreements hereunder constitute legal and binding obligations and are enforceable in accordance with their terms; Grantor further certifies to Grantee that it is authorized to grant the Easement contemplated by this Agreement.

10. Binding Effect: Governing Law.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be deemed to be covenants running with the land during the term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

11. Jurisdiction.

THE PARTIES IRREVOCABLY (1) AGREE THAT ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS IN PROVIDENCE COUNTY, RHODE ISLAND, (2) CONSENT TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, (3) WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF THE JURISDICTION OF ANY LEGAL PROCEEDING, AND (4) WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING IN ANY OF SUCH COURTS.

[SIGNATURES ON NEXT PAGE]

Executed as a sealed instrument this 4th day of March, 2016.

GRANTOR:

GRANTEE:

H.S. Realty Corporation

City of Woonsocket;

By: Raymond Bourque

By: _____

Name: RAYMOND BOURQUE

Name: _____

Title: PRES

Title: _____

STATE OF Florida
COUNTY OF PALM BEACH

On this 4 day of March, 2016, before me, the undersigned notary public, personally appeared RAYMOND BOURQUE, the PRESIDENT of H.S. Realty Corporation, personally known to me or proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and as the voluntary act of said H.S. Realty Corporation.



PATRICIA A. ERDMAN
MY COMMISSION # EE 845916
EXPIRES: November 28, 2016
Bonded thru Budget Notary Services

Patricia A. Erdman
Notary Public
Print Name: PATRICIA A. ERDMAN
My Commission Expires: 11-28-2016

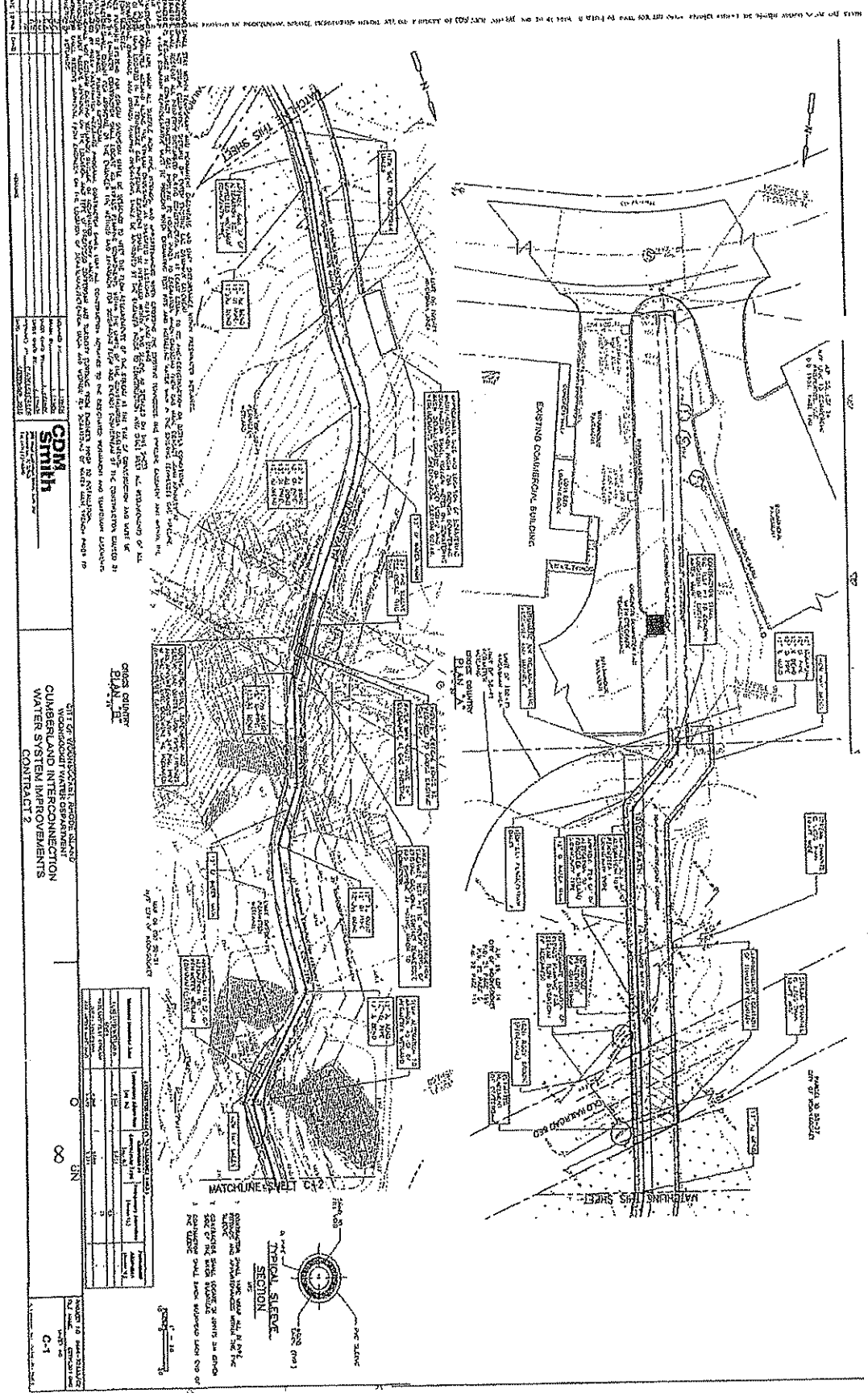
STATE OF RHODE ISLAND
COUNTY OF _____

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, the _____ of the City of Woonsocket, personally known to me or proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and as the voluntary act of said City of Woonsocket.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Depiction of Easement Area



THIS PLAN AND ALL OTHERS HEREON ARE SUBJECT TO THE GENERAL CONDITIONS AND SPECIFICATIONS OF THE CONTRACT DOCUMENTS AND TO THE REQUIREMENTS OF THE CITY OF WOODBRIDGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WOODBRIDGE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

NO. 1	DATE	DESCRIPTION
1	10/1/2010	ISSUED FOR PERMITS
2	10/15/2010	REVISED PER PERMIT COMMENTS
3	11/1/2010	ISSUED FOR CONSTRUCTION
4	11/15/2010	REVISED PER FIELD CONDITIONS
5	12/1/2010	ISSUED FOR AS-BUILT

CDM Smith
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 (310) 552-2000
 www.cdm.com

CITY OF WOODBRIDGE
 WOODBRIDGE WATER DEPARTMENT
 CUMBERLAND INTERCONNECTION
 WATER SYSTEM IMPROVEMENTS
 CONTRACT 2

SCALE: 1" = 10'-0"
 NORTH ARROW

DATE: 10/1/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

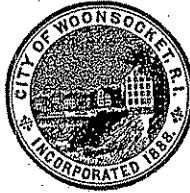
PROJECT NO. 10-00000000
 SHEET NO. C-1

EXHIBIT B

Legal Description of Easement Area

11/15/2023 10:00 AM

City of Woonsocket
Rhode Island



MARCH 17 A.D. 2016

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 7288 OF THE ORDINANCES OF THE CITY OF WOONSOCKET ENTITLED "PERSONNEL ORDINANCE" AS AMENDED PERTAINING TO NON-UNION CLASSIFIED MUNICIPAL EMPLOYEES

WHEREAS, the City Council and the Administration agree upon the establishment of the position of Zoning Official/ADA Compliance Officer for the City of Woonsocket as outlined in the attached job specifications which are identified as Exhibit "A"; and,

WHEREAS, the Administration has identified funding within the existing Division budget which will cover the added expense of such position for the remainder of the fiscal year thereby not requiring additional appropriation.

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

SECTION 1. Section 5, entitled "Classification Plan", Subsections 5.2 and 5.3, Section 15, Subsection 15.1, and Appendix A of Chapter 1865 entitled "Personnel Ordinance" as amended is hereby further amended by incorporating the following: (1) the position of Zoning Official/ADA Compliance Officer as set forth in Exhibit "A"; and (2) the Class Pay Grades and Basic Work Week, and Pay Plan with salaries for the respective Class Pay Grades, as set forth in Exhibit "B".

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

Robert Moreau, Acting City Council President
By request of the Administration

CITY OF WOONSOCKET
Planning & Development Division
Position Description

TITLE: Zoning Official & ADA Compliance Officer

DEPARTMENT/DIVISION: Planning & Development

PAY GRADE & HOURS: N5A

UNION: Non-Union, Classified

FUNCTION: Serves as the Zoning Official and ADA Compliance Officer for the City of Woonsocket. Supervises the activities of the Zoning Clerk/Typist and provides services to the Zoning Board of Review.

DUTIES & RESPONSIBILITIES:

- Responsible for the enforcement of the Zoning Ordinance of the City of Woonsocket and other related regulations, or policies of the City, such as compliance with ADA, as determined by the Director of Planning & Development.
- Assists customers with zoning or other inquiries, complaints, and application procedures, receives applications and determines fees.
- Received and responds to complaints on issues regarding zoning and ADA; records all complaints received and actions taken.
- Prepares and issues violation notices, removes signs and banners that have been deemed illegal.
- Maintains records of all zoning applications and violations as well as ADA records.
- Makes referrals to building official, electrical and plumbing inspector when necessary.
- Provides back-up to the chief of building inspection services where appropriate and requested.
- Works with City Law Department regarding the legal aspects of zoning and zoning violations and ADA compliance.
- Appears in municipal court as required and needed.
- Conducts research as needed and uses City's GIS system.
- Appears at city council meeting as appropriate and directed by the Director.

- Directs the work of the zoning clerk in preparing the agenda and attendant documentation for the zoning board of review.
- Reports to the Director any problems that affect the work of the division.
- Performs other related duties as assigned.

QUALIFICATIONS: Three (3) years relevant experience in the public or private sector. Candidate with knowledge of municipal zoning codes and/or their enforcement strongly preferred. Must have excellent writing and oral communications skills. Must be able to administer and supervise employees, and work independently. Must be highly organized and work effectively with local, state and federal officials, agencies, employees and the general public. Must be a self-starter and problem solver. Must be able to exercise independent judgment, initiative, resourcefulness, ethical and moral judgment and tact. Must be able to work with municipal computer systems and software such as, but not limited to, Microsoft Word, Excel and G.I.S. system.

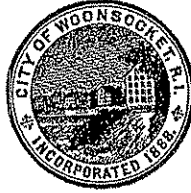
EDUCATION: (2) years minimum college with Bachelor's Degree preferred or equivalent.

WORK ENVIRONMENT: Work requires some agility and physical strength, such as moving in and about construction sites, over rough terrain, or standing or walking much of the work period. Employee is exposed to outdoor work, traffic, loud noises, emotional stress, and risk of personal injury; however, duties are largely mental rather than physical; but may require minimal motor skills for activities such as moving objects, operating a personnel computer and/or most office equipment, typing and word processing, filing, sorting papers or operating a motor vehicle. Position requires constant reading of documents and reports for understanding. Employee is not required to distinguish colors.

ENVIRONMENTAL CONIDITIONS: The person occupying this position may come into contact or be exposed to adverse environmental conditions on a limited basis

CONFIDENTIALITY: Employee has access to confidential lawsuits, criminal investigations/records, and information of the Department.

City of Woonsocket
Rhode Island



MARCH 17 A.D. 2016

Ordinance

Chapter

IN AMENDMENT OF CHAPTER 7288 OF THE ORDINANCES OF THE CITY OF WOONSOCKET ENTITLED "PERSONNEL ORDINANCE" AS AMENDED PERTAINING TO PROFESSIONAL, SUB-PROFESSIONAL, AND INSPECTION GROUP MUNICIPAL EMPLOYEES

WHEREAS, the Director of Planning & Development and the City Administration wishes to revise the Pro-Tech 3851 Union position of Building Official/Zoning Officer to the position of Chief of Building Inspection Services for the City of Woonsocket as outlined in the attached job specifications which are identified as Exhibit "A".

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

SECTION 1. Section 5, entitled "Classification Plan", Subsections 5.2 and 5.3, Section 15, Subsection 15.1, and Appendix A of Chapter 1865 entitled "Personnel Ordinance" as amended is hereby further amended by renaming the position of Building Official/Zoning Officer to the position of Chief of Building Inspection Services as set forth in Exhibit "A".

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

Robert Moreau, Acting City Council President
By request of the Administration

CITY OF WOONSOCKET
Planning & Development Division
Position Description

TITLE: Building Official
DEPARTMENT/DIVISION: Planning & Development
PAY GRADE & HOURS: T21
UNION: Union 3851; 40 Hours/Week

FUNCTION: Serves as the City's Building Official and directly supervises the activities of all members of the Building Inspection Services division

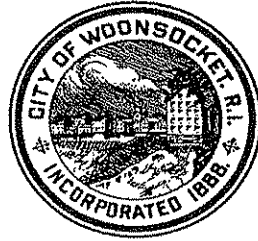
DUTIES & RESPONSIBILITIES:

- Performs daily administration and enforcement of all federal, state and local building codes, as well as other regulations involved with building construction of all types.
- Directs the enforcement of all federal, state and local codes pertaining to electrical and plumbing/mechanical work by other staff inspectors.
- Responsible for the enforcement of state minimum housing codes by other staff personnel, as well as all other relevant codes pertaining to the City of Woonsocket housing units.
- Identifies areas of non-compliance to all codes and existing non-conformances throughout the City of Woonsocket, issues violation notices as required, and appear before the Woonsocket Municipal Court.
- Appears at city council meeting as appropriate and directed by the Director.
- Reports to the Director any problems that affect the work of the division.
- Performs other related duties as assigned.

QUALIFICATIONS: Eight (8) years of supervisory experience in general construction. Substitution of years in college on a one-on-one basis will be made for the eight (8) year requirement for supervisory construction experience; however, in no case shall the total time serving as a construction supervisor be less than five (5) years. All applicants must possess at the time of appointment a Rhode Island certification as an eligible building official or an ICC certification. All applicants must be able capable of becoming a Rhode Island Building Official within six (6) months of the date of appointment.

Must possess a thorough knowledge of building materials, modern methods of building construction, and knowledge of all building codes, zoning codes, minimum housing codes and all other pertinent

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

March 11, 2016

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Harvest Community Church wishes to utilize certain property of the City, to wit, River Island Park, on Saturday, September 24, 2016 from 11:00 A.M. to 6:00 P.M., with a rain date of Saturday, October 1, 2016, for the purpose of holding a Christian Arts and Music Festival.

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

SECTION 1. Harvest Community Church is hereby permitted to utilize River Island Park, on Saturday, September 24, 2016 from 11:00 A.M. to 6:00 P.M., with a rain date of Saturday, October 1, 2016, for the purpose of a Christian Arts and Musical Festival.

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

Albert G. Brien

ordinance and regulations. Must have the ability to review and interpret detailed building plans and specifications.

Must possess the ability to communicate effectively orally, and in writing, Must be able to supervise employees. Must be able to work independently. Must be highly organized and able to deal effectively with other officials, building professionals, agencies, office employees and members of the general public. Must be able to speak effectively before various size groups of people. Must be able to exercise independent judgment, initiative, resourcefulness, ethical and moral judgment and tact.

EDUCATION: A high school diploma is required; a college degree is preferred.

WORK ENVIRONMENT: Work requires some agility and physical strength, such as moving in and about construction sites, over rough terrain, or standing or walking much of the work period. Employee is exposed to outdoor work, traffic, loud noises, emotional stress, and risk of personal injury; however, duties are largely mental rather than physical; but may require minimal motor skills for activities such as moving objects, operating a personnel computer and/or most office equipment, typing and word processing, filing, sorting papers or operating a motor vehicle. Position requires constant reading of documents and reports for understanding. Employee is not required to distinguish colors.

ENVIRONMENTAL CONIDITIONS: The person occupying this position may come into contact or be exposed to adverse environmental conditions on a limited basis

CONFIDENTIALITY: Employee has access to confidential lawsuits, criminal investigations/records, and information of the Department.

CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

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

Park Choice: River Island Park
Date of event: Sept 24, 2014 **Rain date:** October 1, 2016
Hours of event: 11:00 am T.U. 6:00 pm 8:30 am
(Actual advertised time of event) (Arrival to set up time)
Description of event: CHRISTIAN ARTS AND MUSIC FESTIVAL
Expected attendance: # 600

Fee Schedule:

	Mon-Sat	Sunday	
Small Tent	\$175	\$225	<u>\$175.00</u>
Large Tent	\$1,100	\$1,500	
Event Attendants	\$30/hr	\$38/hr	<u>5 hrs x 30 = 150.00*</u>
Picnic Tables	\$33 each	\$45 each	
Folding Tables	\$10 each	\$13 each	<u>8 = 80</u> ***
Chairs	\$1 each	\$1.33 each	***
Concession Stand	\$50	\$75	
Power	\$25 per location	\$25 per location	<u>\$50</u>
**Admin. Fees	\$35	\$35	<u>\$35</u> NON-REFUNDABLE
Total for Event			

Applicant/ Contact Person Name: STEVE BALON / HARVEST Community Church
Address: 60 NORTH MAIN ST
WOONSOCKET, RI
Phone #: 401-766-1777 401-741-7351
Home/Office Cell

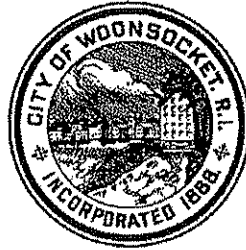
Applicant Signature: [Signature] **Date:** 3/7/16
Parks Director [Signature] **Date:** 3/8/16
Call for Availability 767-9287

OK 35.00 check

payment type

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

City of Woonsocket Rhode Island



March 21, 2016

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;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND, 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 of the City of Woonsocket 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 the 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, upon 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 immediately upon its passage by the City Council.

Albert Brien
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 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/ 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	- Submitted by the Tax Board of Assessment Review
87	- Wrong party – recertified//wrong classification-recertified
88	- Tax Exempt – Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89	- Value reduced by R.I. Vehicle Value Commission
90	- Property taken over by the State for highway purposes
91	- Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92	- Bankruptcy
93	- Lot dropped and added to another lot
94	- Job Incentive Creation Program Exemption
95	- Due to the new software system an abatement must be done prior to a recertification of taxes
96	- Pro-Rated Homestead Exemption
97	- Assessment adjustment due to supporting documentation submitted by taxpayer
98	- Remove Homestead Exemption / recertified exemption credit

Woonsocket, RI

Amendment Report Abatement

Status Pending

Page 1

March 21, 2016

Posting Date / /

Transaction Date / /

Report Printed 03/16/2016 11:59:19 AM

Amendment Report	Abatement	Posting Date	Transaction Date	Report Printed	Amount
T00-0333-66	2013 Tng Tax Roll A & M CORP 66 WHIPPLE RD SMITHFIELD RI 02917	69 OUT OF BUSINESS		03/16/2016 11:59:19 AM	\$209.61
T00-0333-66	2014 Tng Tax Roll A & M CORP 66 WHIPPLE RD SMITHFIELD RI 02917	69 OUT OF BUSINESS			\$209.61
T00-0333-66	2015A Tng Tax Roll A & M CORP 66 WHIPPLE RD SMITHFIELD RI 02917	69 OUT OF BUSINESS			\$209.61
T12-2500-00	2012 RP Tng Sup Roll LAMINATED PRODUCTS INC 308 EAST SCHOOL STREET WOONSOCKET RI 02895-2051	68 DOUBLE TAX ON BUSINESS			\$372.64
T12-2500-00	2013 RP Tng Sup Rol LAMINATED PRODUCTS INC 308 EAST SCHOOL STREET WOONSOCKET RI 02895-2051	68 DOUBLE TAX ON BUSINESS			\$372.64
T12-2500-00	2014 RP Tng Sup Roll LAMINATED PRODUCTS INC 308 EAST SCHOOL STREET WOONSOCKET RI 02895-2051	68 DOUBLE TAX ON BUSINESS			\$372.64
T12-2500-00	2015 RP Tng Sup Roll LAMINATED PRODUCTS INC 308 EAST SCHOOL STREET WOONSOCKET RI 02895-2051	68 DOUBLE TAX ON BUSINESS			\$372.64
Total					\$2,119.39

City of Woonsocket
Rhode Island



Resolution

March 12th, 2016 A.D.

RESOLUTION IN OPPOSITION OF SENATE BILL 2683

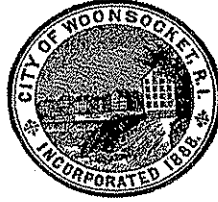
- WHEREAS**, the City of Woonsocket has signed several PILOT (payment in lieu of taxes) agreements with many non-profit organizations throughout the City; and
- WHEREAS**, the revenue from these PILOT agreements are an integral part of the City's five year plan to bring financial stability to the City of Woonsocket after being under a state appointed budget commission; and
- WHEREAS**, the City Council has approved a PILOT agreement with Mount Saint Charles Academy located at 800 Logee Street in Woonsocket as it currently exceeds the allowed five acres for educational uses that are tax exempt; and
- WHEREAS**, this bill if passed, would exempt all real and personal property belonging to Mount Saint Charles Academy, for which the Woonsocket City Council did not request and does not agree with this tax exemption.

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

- Section 1.** We respectfully request that the Woonsocket delegation to the General Assembly vote in opposition to the referenced bill and that, if this bill is passed and transmitted to the Honorable Governor for her approval, that she veto this bill, as it was not requested by the City of Woonsocket and is not in the best interest of the voters and taxpayers of Woonsocket.
- Section 2.** That the City Clerk is hereby directed to forward a copy of this resolution to all Representatives and Senators representing the City of Woonsocket; the Honorable Nicholas Mattiello, Speaker of the Rhode Island House of Representatives; the Honorable Teresa Paiva-Weed, the President of the Rhode Island Senate; and the Honorable Governor Gina Raimondo.
- Section 3.** This resolution shall take effect upon passage.

Garrett S. Mancieri

City of Woonsocket
Rhode Island



Resolution

March 16th, 2016 A.D.

**ADOPTING A MISSION STATEMENT FOR THE
WOONSOCKET CITY COUNCIL**

WHEREAS, The City of Woonsocket will be launching a new city website and it is recommended for the Woonsocket City Council to include a mission statement on their web page.

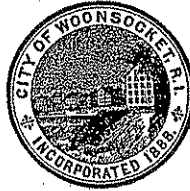
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, AS FOLLOWS:**

Section 1. The official mission statement of the Woonsocket City Council shall be as follows:
"The Woonsocket City Council is committed to serving the citizens of Woonsocket by providing an effective and efficient government that improves quality of life for our residents, advocates for the growth and success of our businesses, and values the importance of our taxpayers."

Section 2. This resolution shall take effect immediately upon passage by the City Council.

Garrett S. Mancieri

City of Woonsocket
Rhode Island



March 16, A.D. 2016

RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO A LICENSING AGREEMENT
WITH THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT FOR THE USE OF WORLD WAR II PARK**

- WHEREAS,** the City of Woonsocket (the "City") entered into a Memorandum of Agreement ("MOA") entitled, "Memorandum of Agreement and Site License between the State of Rhode Island Department of Environmental Management and the City of Woonsocket" dated February 6, 2014 with respect to the World War II Memorial Park ("the Park"); and
- WHEREAS,** the Park is currently undergoing renovations and will not become property of the City until later in the year; and
- WHEREAS,** the Woonsocket Little League and other community organizations need use of the Park and the Rhode Island Department of Environmental Management has required a license agreement with the City to allow use of the Park while it remains State property; and
- WHEREAS,** the City expects to own the Park by the end of June 2016.

**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, authorizes the Mayor and/or her designee, to execute a License Agreement, in substantial form as attached as Exhibit A, with the Rhode Island Department of Environmental Management.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

Robert Moreau
Acting City Council President

EXHIBIT A

LICENSE AGREEMENT

1. IN GENERAL

It is the declared purpose and intent of this License to provide for non-exclusive use of

space at _____ (the "Licensed Premises")

for purposes of _____.

The parties to this License are _____

_____ [Licensee] and the STATE OF RHODE ISLAND acting by and through its DEPARTMENT OF ENVIRONMENTAL MANAGEMENT [Licensor].

The expressed provisions and purpose of this License will govern aspects of indemnification and liability. Ministerial details and precise spaces to be provided will be worked out between the parties. If agreement cannot be reached to the mutual satisfaction of both parties, this License shall terminate forthwith and all obligations there under shall cease immediately.

2. ACTIVITIES ALLOWED

Pursuant to this License, Licensee is authorized to use the Licensed Premises in conformance with the information supplied in Exhibit "A" and any other additional conditions set out in Exhibit "A", or other Exhibits ("B", "C", etc.) which Exhibit(s) are attached to and made a part of the present Agreement. The duration of this License shall be

From:

Day: _____, Date: _____, Time _____ (AM or PM)

Day: _____, Date: _____, Time _____ (AM or PM)

To:

Day: _____, Date: _____, Time _____ (AM or PM)

Day: _____, Date: _____, Time _____ (AM or PM)

3. INDEMNITY

Licensee agrees that it shall, at all times, defend, protect and save, hold harmless and indemnify the Licensor and the State of Rhode Island and Providence Plantations, their agents, servants and employees against and from: [1] any penalty, damages or charges,

including attorney's fees for any violation of any law or ordinance whether occasioned by negligence of the Licensee, or of Licensee's members, agents, employees, servants, invitees, visitors, patrons or crew; (2) all claims, including bodily injury and death, losses, costs, damages or expenses including attorney's fees arising out of or from any act or negligence of the Licensee, or of its members, agents, employees, servants, invitees, visitors, passengers, patrons or crew, or from any accident, incident, or occurrence in any way connected to the event which is the subject of this License, in, on, or about the Licensed Premises, or in any area allocated to or used by Licensee or its agents, employees, or invitees; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the Licensee in any respect to comply with and perform all the requirements and provisions of this License Agreement.

[The following paragraph is for Athletic Events Only] -

Licensee agrees that all participants in the event who are of legal age shall sign or the parent or guardian of any person who has not achieved majority shall sign, a statement which reads:

"In consideration of this entry being accepted, I hereby for myself, heirs, executors, administrators, waive and release any and all right and claim for damages I may have against the R.I. Department of Environmental Management, the State of Rhode Island, their agents, representatives, successors, employees and assigns for any and all injuries suffered by me at said event or while traveling to or returning there from save those proximately caused by the willful Tortuous acts of the state, its agents, servants and its employees. I agree to permit the full use of my name and Picture in any broadcast, telecast and other accounts of this event."

4. INSURANCE

- a. Licensee agrees that at its own cost and expense it will procure and continue in force during the entire term of this License, and any extensions thereof, commercial general liability insurance on an occurrence basis covering any and all claims for bodily injury, including death, and property damage and personal injury occurring in, upon or about the Licensed Premises during the period of this License with minimum limits without deductible or self insured retention in the sum of One Million Dollars [\$1,000,000.00] per occurrence and Two Million Dollars [\$2,000,000.00] in the aggregate. Said insurance shall be procured as soon as is reasonably possible but in any event no later than prior to the commencement of the term. Such insurance shall extend to the Licensed Premises, and adjacent grounds if used by Licensee. It is understood that notwithstanding anything mentioned heretofore that liability and other insurance shall continue in

full force and effect at all times prior to and subsequent to the period when Licensee is utilizing the Licensed Premises from set-up through clean-up. Both Licensor and the State of Rhode Island will be an additional insured on the liability policy acquired and there will be a waiver of subrogation to the benefit of the State and Licensor.

Such insurance shall be written with company or companies of recognized responsibility authorized to engage in the business of general liability insurance in Rhode Island, there shall be delivered to the Licensor a certificate of such insurance or any renewal or replacements thereof with proof of the payment of premium therefore.

- b. The Licensor shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Licensee, except as may arise out of negligence or willful misconduct of Licensor, its servants, employees and agents.
- c. Licensee agrees that it shall keep its and Licensor's structures, fixtures, merchandise, equipment and other property located at the Licensed Premises insured against loss or damage by fire or other casualty, with the usual extended coverage endorsements. Certificates of such insurance shall be furnished to the Director. All insurance shall be for the full face value and contain no deductibles.
- d. If Licensee plans to drive vehicles they own or rent onto State property for purposes of this License agreement then the Licensee must show comprehensive auto liability insurance with a combined single limit of One Million dollars (\$1,000,000.00). This insurance will cover owned or hired vehicles.
- e. Similarly if the Licensee has employees that will be working on State Property as a result of this License Agreement then a workers compensation policy showing evidence of coverage at the State statutory limits and employer liability insurance of One Hundred Thousand dollars (\$100,000.00) each accident, One Hundred Thousand dollars (\$100,000.00) disease limit and One Hundred Thousand dollars (\$100,000.00) disease each employee.

An insurance certificate will be submitted prior to the event showing the applicable coverage required with a copy of the endorsement showing additional insured status to the Licensor and the State.

5. SURRENDER AT END OF TERM

Upon the expiration or termination of this License, Licensee shall surrender possession of the Licensed Premises. It is understood by the parties to this License that the Licensed Premises, except for ordinary wear and tear, shall be in the same condition as it was received by Licensee. Licensee specifically agrees to repair and/or restore the Licensed Premises to said original condition. More specifically, all trade fixtures, furnishings and equipment installed by Licensee pursuant to this License, shall be removed at the expense of Licensee upon vacating the Licensed Premises. Any damages caused by such removal, shall be paid for by Licensee. All equipment installed and maintained on the Licensed Premises must be removed within five [5] days of the conclusion of this License. Also, Licensee shall be responsible for providing during the entire of this License whatever security is necessary to insure the maintenance of its equipment, as well as, health and safety of the public at large. Any property of Licensee not removed from the Licensed Premises within five (5) days of the termination or expiration of this License, whichever comes first, shall be deemed abandoned and may be disposed of by Licensor, as it in its sole discretion sees fit without further recourse by Licensee.

6. TERMINATION

If Licensee breaches this License in any manner and fails to cure any breach within 24 hours after receiving notice from Licensor, Licensor shall have the right to terminate the License forthwith and all obligations there under shall cease immediately.

7. MODIFICATION/CHANGES

This License constitutes the entire agreement between the parties and may not be modified or changed in any way, except in writing, signed by all parties hereto.

8. LICENSE INTERPRETATION

This License shall be construed and interpreted according to the laws, statutory, decisional and otherwise, of the State of Rhode Island.

9. REGULATIONS

Licensee agrees to utilize the State Property in compliance with all applicable local, state, and federal requirements, rules, regulations and statutes. Licensee further agrees to utilize State Property in compliance with National, State, and Local Fire Codes and Ordinances applicable to the licensed activity.

LiceAgree updated 2/23/2012

This License, executed in the City and County of Providence, in the State of Rhode Island, on this _____ day of _____, 20____.

WITNESSETH

IN WITNESS WHEREOF, said parties have hereunto set their hands.

LICENSOR:

LICENSEE:

BY: _____

BY: _____

Janet Coit, Director
Department of Environmental
Management

Authorized Representative

State of Rhode Island and Providence Plantations, County of _____ on this _____ day of _____, 20____ before me personally appeared _____ to me known and known by me to be the _____ of the _____ executing the foregoing instrument and he acknowledged said instrument, by him so executed, to be his free act and deed.

Notary Public
My Commission Expires _____

[Note: Applicant's authorized signature above - must be notarized]

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

In the City of _____, on the _____ day of

_____, 20____, personally appeared before me Janet Coit, Director of the Department of Environmental Management, to me known and known by me to be the party executing the foregoing instrument for an in behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS [as Licensor], and she Acknowledged said instrument, by her executed, to be the free act and deed or each of her individually and in her said capacity.

Notary Public
My Commission expires _____

APPROVED this _____, day of _____, 20____, by the State Properties Committee.

APPROVED AS TO
TERMS AND CONDITIONS:

Chairman, State Properties Committee

APPROVED AS TO FORM:

Attorney General

APPROVED AS TO SUBSTANCE:

Director of Administration

APPROVED:

Public Member

APPROVED:

Public Member

EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS

Conditions accepted:

Approved:

Authorized Representative
Licensee

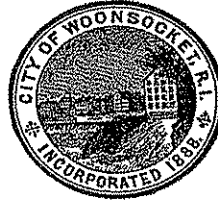
Regional Manager

Date

Date

City of Woonsocket

Rhode Island



Resolution

March 14, 2016 A.D.

GRANTING PERMISSION TO USE CITY PROPERTY

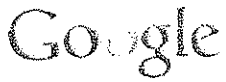
WHEREAS, The Rhode Island Athletic Club wishes to utilize certain roadways through the City, as shown on the attached map, on Sunday May 8th, 2016, from 8:00am to 12:00pm, for the purpose of holding their third annual Running for Moms 5k Run/Walk to benefit a local Mom in our community.

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

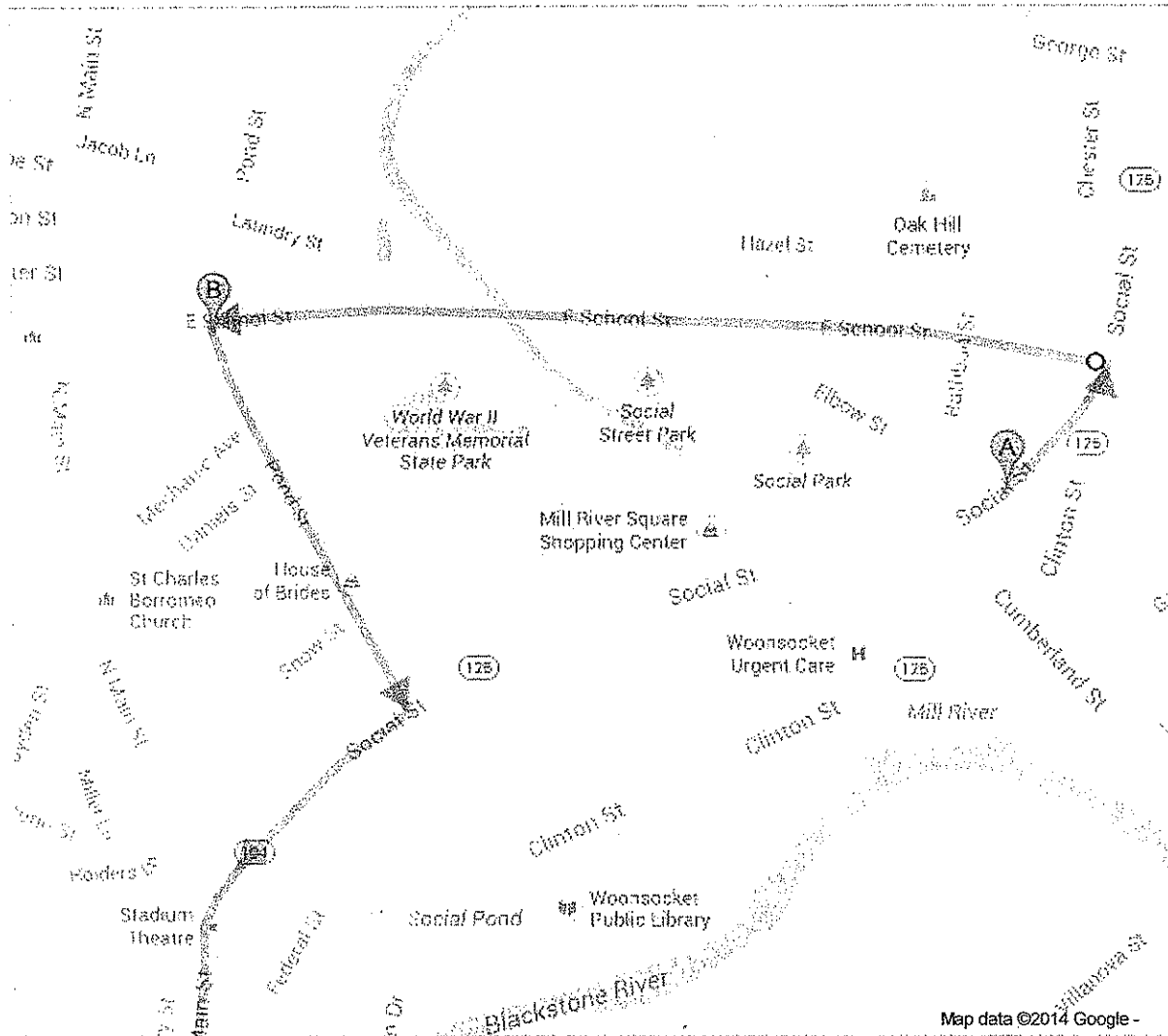
Section 1. The Rhode Island Athletic Club is hereby permitted to utilize certain roadways through the City on Sunday May 8th, 2016 from 8:00am to 12:00pm, for the purpose of holding a 5k run/walk to benefit a local Mom in our community.

Section 2. This resolution shall take effect immediately upon passage by the City Council and is subject to any conditions that the Public Safety Department may impose and payment of all associated costs as determined by the Department of Public Works.

Garrett S. Mancieri



To see all the details that are visible on the screen, use the "Print" link next to the map.



Walking directions are in beta.

Use caution – This route may be missing sidewalks or pedestrian paths.

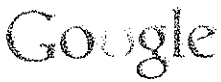
Walking directions to Market Square

Via E School St

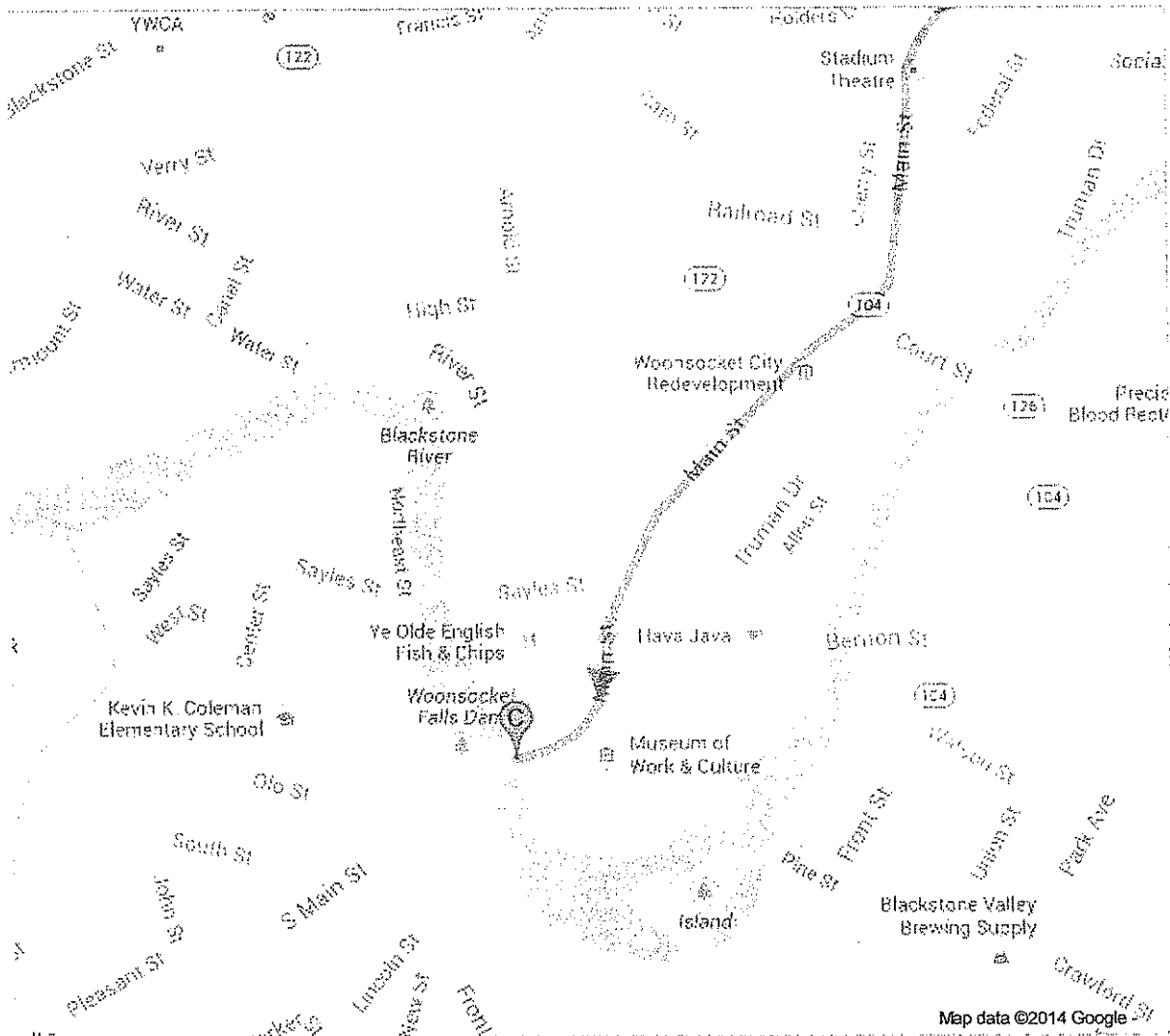


600 Social St
Woonsocket, RI 02895

1. Head northeast on **Social St** toward **Clinton St** 0.1 mi
2. Turn left onto **E School St** 0.6 mi
3. Turn left onto **Pond St**



To see all the details that are visible on the screen, use the "Print" link next to the map.



Walking directions are in beta.

Use caution – This route may be missing sidewalks or pedestrian paths.

Walking directions to Market Square

Via E School St



600 Social St
Woonsocket, RI 02895

1. Head northeast on **Social St** toward **Clinton St** 0.1 mi
2. Turn left onto **E School St** 0.6 mi
3. Turn left onto **Pond St**

33 ft
0.7 mi – about 14 mins



Pond St

- 4. Head **south** on **Pond St** toward **Mechanic Ave** 0.3 mi
 - 5. Turn right onto **Social St** 0.1 mi
 - 6. Slight left onto **Main St** 0.5 mi
 - 7. Continue onto **Market Square** 358 ft
- 1.0 mi – about 19 mins

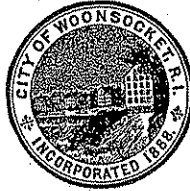


Market Square

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

City of Woonsocket Rhode Island



March 21, A.D. 2016

Resolution

AUTHORIZING THE CITY OF WOONSOCKET-PUBLIC WORKS DEPARTMENT TO PROCEED WITH CONSTRUCTION OF THE CUMBERLAND INTERCONNECTION CONTRACT NO. 2 PROJECT

- WHEREAS,** the City of Woonsocket and the Town of Cumberland have executed a Memorandum of Understanding to design, construct and operate an emergency interconnection, including additional capital improvements to their respective water systems; and,
- WHEREAS,** the City has received a commitment from the Rhode Island Water Resources Board pledging 50 percent grant funding of the project construction costs in matching funds through their Emergency Water Supply Interconnection grant funding program; and,
- WHEREAS,** the City and the Town of Cumberland have agreed to participate in the payment of the design and construction costs of this interconnection project, which will serve to provide water to Cumberland and to Woonsocket, as needed; and,
- WHEREAS,** the Rhode Island Department of Health (DOH), through its Office of Drinking Water Quality has designated the interconnection project on the DOH Project Priority List (PPL) for funding assistance in order to make the project eligible for reduced cost financing from the Drinking Water State Revolving Fund (DWSRF) program as authorized by the Rhode Island Infrastructure Bank (RIIB); and,
- WHEREAS,** the City has secured approval from the Rhode Island Department of Environmental Management, Wetlands Division, for the cross-country portion of the pipeline route; and,
- WHEREAS,** the Rhode Island Department of Health (DOH), through its Office of Drinking Water Quality; has been designated by the RIIB to assess eligibility of projects for funding of public water infrastructure projects, including site acquisition, design and construction costs; and,
- WHEREAS,** the Rhode Island Division of Public Utilities and Carriers has established that the City can fund the construction of the Cumberland Interconnection Contract No. 2 project through its existing water rate structure and has approved this project for funding; and,
- WHEREAS,** it is in the best interest of the City to remain committed to providing safe, reliable and adequate water supply and fire protection to its residents.

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

SECTION 1. To reaffirm (09-R-96) and establish an emergency interconnection with the Town of Cumberland.

SECTION 2. The City Council hereby authorizes the Director of Public Works to proceed with the execution of the attached contracts between the City of Woonsocket and R. Zoppo Corporation (CONTRACTOR) and their low bid of \$2,723,950.00 for construction of the Cumberland Interconnection Contract No. 2 project.

SECTION 3. This Resolution shall take effect immediately upon its passage by the City Council.

Robert Moreau
Acting City Council President
By Request of the Administration

CITY OF WOONSOCKET, RHODE ISLAND
CUMBERLAND INTERCONNECTION
WATER WORKS IMPROVEMENTS
CONTRACT NO. 2
BID NO. 5701

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 2016 by and Between the City of Woonsocket, Rhode Island acting through its Finance Department hereinafter called OWNER and R. Zoppo Corporation with legal address and principal place of business at 160 Old Maple Street, Stoughton, MA 02072 hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by CDM Smith, 260 West Exchange Street, Suite 300, Providence, Rhode Island 02903 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be 265 Calendar Days commencing twenty days following the Effective Date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Unit Prices and Lump Sum prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01. of the Conditions of the Contract.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 90 percent of the value of the Work completed and 90 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99 percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 14.02. of the Conditions of the Contract.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 14.07. of the Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,600 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 12.03. of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Paragraph 12.02. of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 4 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR

© 2016 CDM Smith
All Rights Reserved

deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8.7 In accordance with Section 215 of the Clean Water Act, and implementing EPA regulations and guidelines, CONTRACTOR agrees that preference will be given to domestic construction material by CONTRACTOR, subcontractors, material men and suppliers in the performance of this Contract.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2010 edition, Payment Bond, EJCDC Document C-615, 2010 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2007 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings, numbered 0669-P-2978 through 0669-P-3025, inclusive and dated September 2015.

9.1.10 All issued addenda.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

© 2016 CDM Smith
All Rights Reserved

This Agreement shall become effective on _____, 2016.

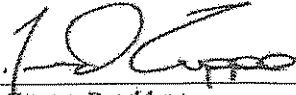
OWNER: City of Woonsocket, Rhode Island

CONTRACTOR: R. Zoppo Corporation

BY

BY

Lisa Baldelli-Hunt, Mayor



David Zoppo, President


(CORPORATE SEAL)

BY

Steven P. D'Agostino, Director of Public Works

Attest

Attest



Michelle Dill, Witness

Address for giving notices

Address for giving notices

169 Main Street, P.O. Box B

160 Old Maple Street

Woonsocket, Rhode Island 02895

Stoughton, Massachusetts 02072

The proposed expenditure is not in excess of the appropriation or the unexpended balance thereof.

Christine Chamberland, Finance Director

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

AUTHORIZED SIGNATORY

At a meeting of the Board of Directors of the R. Zoppo Corp. held on March 1, 2016, at which all the Directors were present or waived notice, it was

Or

At a regularly meeting of the Board of Directors of the _____ held on _____, at which a quorum was present, it was

VOTED, that David Zoppo, President of this company, and he is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such R. Zoppo Corp. under seal of this company shall be valid and binding upon this company.

A True Copy Attest:

Clerk: Richard Zoppo
(signature)

Richard Zoppo Richard Zoppo
(print name)

160 Old Maple Street Stoughton, MA 02072
(Place of Business)

March 10, 2016
(Date of this contract)

I, Richard Zoppo hereby certify that I am the clerk of the R. Zoppo Corp. and that David Zoppo is the duly elected President, of said company, and that the above vote has not been amended or rescinded and remains in full force and as of this date.

Richard Zoppo
Clerk (Corporate Seal)
Richard Zoppo

PERFORMANCE BOND

CONTRACTOR (name and address):
R. Zoppo Corporation
160 Old Maple Street
Stoughton, Massachusetts 02072

SURETY (name and address of principal place of business):
Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

OWNER (name and address):
City of Woonsocket, Rhode Island
169 Main Street
City Hall
Woonsocket, RI 02895

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 9, 2016
Amount: \$2,723,950.00
Description (name and location): 2010 Water System Improvements, Contract No. 2, Woonsocket, RI

BOND

Bond Number: 82385278
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 10, 2016
Amount: \$2,723,950.00
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

R. Zoppo Corporation (seal)
Contractor's Name and Corporate Seal
By: [Signature]
Signature

Federal Insurance Company (seal)
Surety's Name and Corporate Seal
By: [Signature]
Signature (attach power of attorney)

David Zoppo
Print Name

Nicole Roy
Print Name

President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Michelle Dillon, witness
Title

Sandra C. Lopes, Witness
Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations

available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all

Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

R. Zoppo Corporation
160 Old Maple Street
Stoughton, Massachusetts 02072

OWNER (name and address):

City of Woonsocket, Rhode Island
169 Main Street
City Hall
Woonsocket, RI 02895

SURETY (name and address of principal place of business):

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 9, 2016

Amount: \$2,723,950.00

Description (name and location): 2010 Water System Improvements, Contract No. 2, Woonsocket, RI

BOND

Bond Number: 82385278

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 10, 2016


Amount: \$2,723,950.00

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.


CONTRACTOR AS PRINCIPAL

R. Zoppo Corporation _____ (seal)
Contractor's Name and Corporate Seal

By:  _____
Signature

David Zoppo _____
Print Name

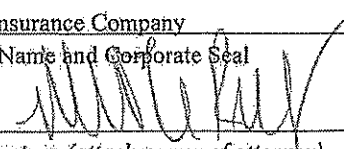
President _____
Title

Attest:  _____
Signature

Michelle Dillon, Witness _____
Title

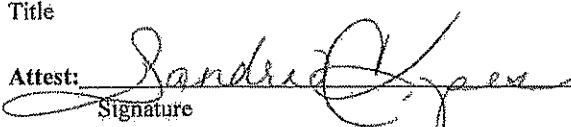
SURETY

Federal Insurance Company _____ (seal)
Surety's Name and Corporate Seal

By:  _____
Signature (attach power of attorney)

Nicole Roy _____
Print Name

Attorney-in-Fact _____
Title

Attest:  _____
Signature

Sandra C. Lopes, Witness _____
Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by

anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of

"labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Natalie Coneys, Michael J. Cusack, John DeChiaro, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Donald H. McCarter, Laurie Rothwell and Nicole Roy** of Boston, Massachusetts

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.
In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **September, 2014**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this **15th** day of **September, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **10th** day of **March, 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2016

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-546-9300 E-MAIL: ADDRESS:	FAX (A/C, No): 415-536-8499													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Co of</td> <td>31194</td> </tr> <tr> <td>INSURER E: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Starr Indemnity & Liability Company	38318	INSURER D: Travelers Casualty and Surety Co of	31194	INSURER E: Hartford Fire Insurance Company	19682	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Indemnity Company	25658														
INSURER B: Charter Oak Fire Insurance Company	25615														
INSURER C: Starr Indemnity & Liability Company	38318														
INSURER D: Travelers Casualty and Surety Co of	31194														
INSURER E: Hartford Fire Insurance Company	19682														
INSURER F:															
INSURED R. Zoppo Corp D& R Equipment LLC 160 Old Maple Street Stoughton MA 02072	RZOPPOC-02														

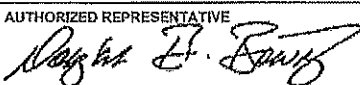
COVERAGES CERTIFICATE NUMBER: 2026005631 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> BLNKTCONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT-CO-0E008509-IND-16	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DTA0-810-0E568562-COF-16	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$20,000 BODILY INJURY (Per accident) \$40,000 PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			1000021446	1/1/2016	1/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	DTAUB-0E14064-9-16	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Property		Y	08UUMHX6570K1	1/1/2016	1/1/2017	Replacement Value \$25,000

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

RE: Project: Cumberland Interconnection Water Works Improvements; Contract No. 2 Bid No. 5701.
 City of Woonsocket, Rhode Island; Owner and Engineer are included as additional insured as respects General Liability coverage, as required by written contract. Waiver of Subrogation applies in favor of Owner, Engineer and their officers, directors, partners, employees and other consultants and subcontractors of each and any of them on General Liability and Workers Compensation policies as required per written contract.

CERTIFICATE HOLDER City of Woonsocket, Rhode Island 169 Main Street Woonsocket RI 02895	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

City of Woonsocket
Rhode Island



Resolution

March 16th, 2016 A.D.

**RESOLUTION IN OPPOSITION OF HOUSE BILL 7813 WHICH
ATTEMPTS TO ESTABLISH A BLACKSTONE VALLEY REGIONAL
WASTEWATER FACILITY**

- WHEREAS**, The City of Woonsocket ("City") owns and operates a wastewater treatment facility located in the confines of the City; and
- WHEREAS**, The City has previously contracted with three communities (Blackstone, MA; Bellingham, MA; and North Smithfield, RI) via long-term Wastewater Disposal Service Contracts to treat certain of each of the community's wastewater; and
- WHEREAS**, The termination dates of each of the three community's contracts have long since reached their contractual expiration date; and
- WHEREAS**, The City sought to renew the each of the contracts to, in part, reflect the impacts and requirements associated with upgrades to the City's wastewater treatment facility; and
- WHEREAS**, Both Blackstone, MA and Bellingham, MA readily agreed to the contract renewals and have signed long-term contracts with expiration dates of 2035; and
- WHEREAS**, The Town of North Smithfield has refused to agree to contract renewal, even though they have been advised by their engineering consultant, Mr. Joseph Casali, of Joe Casali Engineering, Inc., that "*it's prudent that the town execute the inter-jurisdictional waste agreement with the City of Woonsocket*"; and
- WHEREAS**, Rather than enter into the new agreement, the Town of North Smithfield is instead attempting to confiscate City property and infrastructure via General Assembly action pursuant to House Bill 2016 H-7813 that would create a *Blackstone Valley Wastewater Treatment Authority* that would take control of the City's wastewater treatment facility; and
- WHEREAS**, The City is happy to continue to accommodate the Town of North Smithfield's wastewater treatment needs pursuant to the new agreement that has been provided to North Smithfield, which is consistent with the new agreements accepted and entered into by Blackstone and Bellingham; and
- WHEREAS**, The City, which is the primary user of the City's wastewater treatment facility, has absolutely no interest in ceding control of its facility to a Blackstone Valley Wastewater Treatment Authority.

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

Section 1. We respectfully request that the Woonsocket delegation to the General Assembly vote and advocate in opposition to the referenced bill and that, if this bill is passed and transmitted to the Honorable Governor for her approval, that she veto this bill, as it was not requested by the City of Woonsocket and is not in the best interest of the ratepayers, taxpayers, residents and voters of Woonsocket.

Section 2. That within one day of passage of this Resolution, the City Clerk is hereby directed to forward a copy of this resolution to all Representatives and Senators representing the City of Woonsocket; the Honorable Nicholas Mattiello, Speaker of the Rhode Island House of Representatives; the Honorable Teresa Paiva-Weed, President of the Rhode Island Senate; and the Honorable Governor Gina Raimondo.

Section 3. This resolution shall take effect immediately upon passage.

Albert G. Brien

Daniel M. Gendron

Garret Mancieri

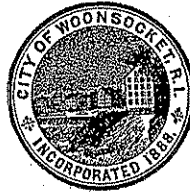
Melissa Murray

Christopher Beauchamp

Roger Jalette

Robert Moreau

City of Woonsocket
Rhode Island



March 21, A.D. 2016

RESOLUTION

**AUTHORIZING THE MAYOR TO NEGOTIATE NEW PILOT AGREEMENTS
WITH CERTAIN ENTITIES WHOSE CURRENT PILOT WILL EXPIRE
JULY 1, 2016**

WHEREAS, the Woonsocket Budget Commission previously determined, after legal review, that certain entities did not qualify for a property tax exemption under R.I.G.L. § 44-3-3; and

WHEREAS, the Woonsocket City Council previously entered into two-year PILOT agreements with the following entities based upon a 35% assessment

- Community Care Alliance
- Connecting for Children and Families
- Haven of Grace Ministries
- Mount St. Charles
- Seven Hills RI, Inc.
- Woonsocket Head Start; and

WHEREAS, the two-year PILOT agreements will expire as of July 1, 2016; and

WHEREAS, the City is desirous of entering into a new PILOT agreement with these entities; and

WHEREAS, the final terms for each PILOT agreement will be subject to a Public Hearing prior to its adoption by the City Council in accordance with R.I.G.L. § 44-3-9.1; and

WHEREAS, the City Council has determined as set forth in Section 1, that the above-referenced entities shall be granted a property tax reduction based upon a reduction in the percentage of their assessment, which would be subject to the property tax.

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

SECTION 1. The Mayor, or her designee, is instructed to negotiate and enter into a three-year PILOT agreement, subject to final City Council approval, whereby each entity listed above shall pay property taxes based upon its 2015 assessed value in the following percentage: FY 17 60%; FY 18 80% and FY 19 100% ;

SECTION 2. For each of the fiscal years as listed, each entity's tax bill will be based upon the current applicable tax rate as determined by the City Council after the adoption of the City's annual budget.

SECTION 3: In addition to the above reference terms, the Mayor, or her designee, shall include other terms and conditions which she deems necessary to conform said agreements to applicable law and to protect the interests of the City and its taxpayers;

SECTION 4 This Resolution shall take effect on upon passage.

Christopher Beauchamp
City Council