

**** AMENDED ****

**MONDAY, JUNE 5, 2017
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 PM. – HARRIS HALL**

REGULAR MEETING

1. **ROLL CALL**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE**
4. **CITIZENS GOOD AND WELFARE**
(Please limit comments to five minutes)
5. **APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD MAY 15TH AND PUBLIC HEARING HELD MAY 31ST**
6. **CONSENT AGENDA**
All items on the consent agenda are indicated with an asterisk (*).
7. **COMMUNICATIONS FROM MAYOR**

- 17 M 09 From Mayor pursuant to Chapter 4, Section 9 of the Home Rule Charter regarding Veto message of Ordinance 17 O 32.
- 17 M 10* From Mayor appointing Rebecca Capwell as a member of the City of Woonsocket Planning Board.

8. **COMMUNICATIONS FROM CITY OFFICERS**

- 17 CO 37* From Director of Public Works Director regarding request from Lighttower LLC for installation of underground conduit.
- 17 CO 38* From Director of Public Works Director regarding Solid Waste and Recycling Services Agreement with Rhode Island Resource Recovery Corporation.
- 17 CO 39* Opinion of City Solicitor regarding property damage claim of Linda Krajowski.
- 17 CO 40* Opinion of City Solicitor regarding property damage claim of Debra Bousquet.
- 17 CO 41* Opinion of City Solicitor regarding property damage claim of Melinda Grist.

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

- 17 LC 22 A request of the Boys Scouts of America Troop 2 to hold a tag day on Saturday, June 10, 2017 with a rain date of Saturday, June 17, 2017.- Gendron
- 17 LC 23 Application of licenses and renewal of licenses (listing attached).

10. **COMMUNICATIONS AND PETITIONS**

- 17 CP 32 A request of Connecting for Children & Families (CCF) to address the City Council regarding support of tax exemption.
- 17 CP 33 Request of Councilman Fagnant to address the following items:
1. Chapter 45-9-11 Budget Commission Expenditures in excess of appropriations prohibited?
 2. Important information about the city drinking water?
 3. Purchasing and setting up security cams to catch illegal dumping?
 4. Business Outreach and Public Relations Coordinator?
 5. Ayotte Field RFP and lack of networking to realtors?
 6. Request to use WWII Veterans Memorial Park on July 1 & 2, 2017 and insufficient fund check?

7. Real estate delinquents, tangible taxes, sewer and water delinquents and when will there be a tax sale on these delinquents?
Request of President Gendron to address the following item:
1. Zoning re: Signs & Banners.
- 17 CP 34
11. **GOOD AND WELFARE**
(Five minute limit, per Council Rules of Order)
12. **ORDINANCE PASSED FOR THE FIRST TIME MAY 15TH**
- 17 O 15 Amending the Comprehensive Plan of the City of Woonsocket, Rhode Island Amendment #2017-CPA-01 • Burnside Avenue & Robinson Street.-Gendron
- 17 O 16 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, Entitled "Zoning" changing the zoning designation of Assessor's Plat 36, Lots 17, 64, 65, 67, 69, 70, 71, 72, 73, 74 & 76 from Residential-4 (R-4) to Mixed-Use-2 (MU-2) with restrictions.-Gendron
- 17 O 21 Ordinance in amendment of Chapter 13, Entitled "Licenses and Permits" of the Code of Ordinances of the City of Woonsocket.-Cournoyer
13. **NEW ORDINANCES**
- 17 O 41 Granting a petition for Lighttower LLC for underground installation of fiber optic cable for 806 Mendon Road in the right of way.-Gendron
- 17 O 42 Authorizing solid waste and recycling services agreement with Rhode Island Resource Recovery Corporation.-Gendron
- 17 O 43 Amending Chapter 13 Entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket.-Gendron
14. **NEW RESOLUTIONS**
- 17 R 61 Authorizing & empowering Mayor Lisa Baldelli-Hunt and the Director of Planning & Development to enter into an agreement with the Town of Cumberland for professional services implementing and administering a Home Repair Program.-Gendron
- 17 R 62 Granting permission to use City property.-Gendron
- 17 R 63 Authorizing the cancellation of certain taxes.-Gendron
- 17 R 64 Resolution in support of property tax exemption for Connecting for Children and Families.-Beauchamp

15. **ADJOURNMENT**

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

Posted June 1, 2017 (Amended June 2, 2017)

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(Five minute limit, per Council Rules of Order)

12. ORDINANCE PASSED FOR THE FIRST TIME MAY 15TH

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Authorizing the cancellation of certain taxes.-Gendron

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Posted June 1, 2017

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

DAILY ENTERTAINMENT

NeighborWorks BRV, 40 South Main Street

June 3, 10, 17, 24; July 7, 8, 15, 22, 29; August 4, 5, 12, 19, 26 with rain dates on July 14 & August 11, 2017

HOLIDAY SALES

Phantom Fireworks, 1265 Mendon Road (July 4th)

Phantom Fireworks, 1430 Park Avenue (July 4th)

PEDDLERS LICENSE

Phantom Fireworks, 1265 Mendon Road (6/22/17 thru 7/5/17)

Phantom Fireworks, 1430 Park Avenue (6/22/17 thru 7/5/17)

STREET VENDOR

Burrillville Arts Festival, P.O. Box 290 Pascoag, RI 02859

RENEWAL LICENSES

COIN OPERATED MACHINE

Aero Trampoline Park, 1500 Diamond Hill Road (34 games)

Cooky's Bar & Grill, 1689 Mendon Road (1-Jukebox)

Cowboy's, 350 River Street (2-Games, 1 Jukebox)

FIRST CLASS VICTUALING

Missy's Family Restaurant, LLC, 801 Clinton Street

HOLIDAY SALES

Aero Trampoline Park, 1500 Diamond Hill Road

El Coqui Supermarket, 218 High Street

Four A Laundry Services, LLC, 150 North Main Street

Luz Mini Market, Inc., 134 Rathbun Street

Minuteman Liquors, 779 Park Avenue

Stop N Go Deli-Grocery, 66 Cass Avenue

The Honey Shop, 6 Winthrop Street

Tongdee Asia Market, LLC, 157 Front Street

PRIVATE DETECTIVE

Sylvester Okpoko, 451 Logee Street

QUARTERLY ENTERTAINMENT

A.A.K., Inc. d/b/a Dollhouse, 579 Front Street (Exotic Female Dancing)

Back Street Sport Bar RI, 33 Arnold Street (Live Band, DJ, Karaoke)

Cercle Laurier, 165 East School Street (Live Band, DJ, Karaoke)

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

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

Cowboy's, 350 River Street (Live Band, DJ, Karaoke)

Harnois Barnabe Arel Amvets Club, Inc. (Live Band, DJ, Karaoke)

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

Tyra Club, 119 West Street (Live Band, DJ, Karaoke)

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

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

AMENDED LICENSE

PEDDLERS LICENSE

Keystone Novelties, 308 Cumberland Street (6/6/17 thru 6/21/17 – novelties only)

Monday, May 15, 2017

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 May 15, 2017 at 6:30 P.M.

Five members are present. Councilors Sierra and Gendron were absent.

Councilwoman Sierra arrived at 6:45 P.M.

The following ordinances were read by title:

- 17 O 15 An ordinance amending the Comprehensive Plan of the City of Woonsocket (Burnside Avenue and Robinson Street)
- 17 O 16 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" changing the zoning designation of Assessor's Plat 36, Lots 17, 64, 65, 67, 69, 70, 71, 72, 73, 74 & 76 from R-4 to MU-2 with restrictions.
- 17 O 18 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" Section 5.3.
- 17 O 19 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" regarding "Various Technical Changes".

The following communications were also listed on the public hearing:

- 17 CO 36 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amending the Comprehensive Plan.
- 17 CO 31 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amending the Code of Ordinances, Appendix C entitled "Zoning" Section 5.3.
- 17 CO 32 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amendment of the Code of Ordinances, Appendix C entitled "Zoning" regarding technical changes.

Brad Ward and Garrett Mancieri addressed the council.

Upon motion of Councilwoman Murray seconded by Councilman Fagnant it is voted that the hearing be and it is hereby adjourned at 7:12 P.M.

The regular meeting follows starting at 7:27 P.M.

Six members are present. President Gendron is absent.

President Gendron arrived at 7:52 P.M.

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:

Stephen Zulawnik, John Reynolds Jr., Estelle Bubble, Charles Lemoine and Jerome Smith.

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

- 17 R 55 A resolution granting permission to use City property is read by title, and

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

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held May 1st be approved as submitted, a voice vote on same being unanimous.

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

The following items were listed on the consent agenda:

- 17 M 07 A communication from Mayor reappointing Kenneth Finlay as a member of the City of Woonsocket Planning Board.
- 17 M 08 A communication from Mayor reappointing Stephen Crisafulli as a member of the City of Woonsocket Planning Board.
- 17 CO 31 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amending the Code of Ordinances, Appendix C entitled "Zoning" Section 5.3.
- 17 CO 32 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amendment of the Code of Ordinances, Appendix C entitled "Zoning" regarding technical changes.
- 17 CO 33 An opinion of City Solicitor regarding claim of Jacqueline Garcia.
- 17 CO 34 An opinion of City Solicitor regarding claim of Joan Gosselin.
- 17 CO 35 A communication from City Engineer regarding award for bid for installation of water main.
- 17 CO 36 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding amending the Comprehensive Plan.
- 17 CP 27 Monthly odor report from CH2M Hill.
- 17 LC 20 A request of Woonsocket Firefighters Association IAFF Local 732 to hold a tag day on Saturday, August 26, 2017 with a rain date of Saturday, September 9, 2017 is read by title, and

Upon motion of Councilwoman Murray seconded by Councilman Brien it is voted that the request be granted, a voice vote on same being 5-1 with Councilman Beauchamp voting no.

- 17 LC 21 Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the following licenses be granted, a voice vote on same being unanimous: 3 applications for Class F and Class F1 licenses, 5 applications for street vendors and 2 applications for quarterly entertainment licenses.

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

- 17 R 57 A resolution authorizing acceptance of a bid for the installation of water main for Rodman, Kenwood and Loring Streets is read by title, and

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

- 17 CP 28 Request of Councilman Fagnant to address the following items: animal shelter rabies clinic 2017, Community Meeting on May 20, 2017, purchasing and setting up security cams to catch illegal dumping, beautification specialist and maintenance assistant, Ayotte Field RFP, Mr. Blake Collins is no longer employed by the City in any capacity?, and real estate delinquents.
- 17 CP 29 A request of Dan Rocco Baldelli to address the City Council regarding Ordinance 17 O 21 licenses and permits. Mr. Baldelli was present and addressed the council.
- 17 CP 30 A request of Albert G. Brien to address the City Council regarding IJA's and Ordinance 17 O 21. Mr. Brien was present and addressed the council.
- 17 CP 31 Request of Councilman Cournoyer to address the following item: fiscal year 2017 budget-financial reporting and appropriation transfers.

The following remarks are made under good and welfare:

Councilman Fagnant spoke about Health Fair to be held St. James Baptist Church on May 20th. He addressed e-permitting initiation. He spoke about hydrant flushing from May 9 to June 27, He addressed event held by Connecting for Children and Families. He spoke about new water heater at animal shelter and is looking for a plumber.

Councilwoman Murray congratulated Planning Board appointees Ken Finlay and Stephen Crisafulli.

Councilwoman Sierra passed.

President Gendron addressed Mr. Luba regarding actions of Finance Director.

Councilman Beauchamp thanked Edward Tupper, Jr., his family and the scouts for volunteering with the trail at Leo Savoie School.

Councilman Brien addressed issue of no odor reports by CH2M Hill.

Councilman Cournoyer thanked Councilman Beauchamp for assisting with trail at Leo Savoie School. He addressed interjurisdictional agreement with Town of North Smithfield.

- 17 O 26 An ordinance authorizing Public Works Director to purchase a 2017 7400 Series full size dump truck with an 11' plow, which was passed for the first time on May 1st, is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilmen Brien and Cournoyer it is voted that the ordinance be passed, a roll call vote on same being 5-2 with Councilors Fagnant and Sierra voting no.

- 17 O 15 An ordinance amending the comprehensive plan of the City of Woonsocket (Burnside Avenue and Robinson Street) which was tabled at the meeting of April 3rd, is read by title, and

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

- 17 O 16 An ordinance in amendment of Code Of Ordinances, Appendix C entitled "Zoning" changing the zoning designation of Assessor's Plat 36, Lots 17, 64, 65, 67, 69, 70, 71, 72, 73, 74 and 76 from R-4 to MU-2 with restrictions, which was tabled at the meeting of April 3rd, 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.

- 17 O 18 An ordinance amending Code of Ordinances Appendix C entitled "Zoning" Section 5.3, which was tabled at the meeting of April 3rd, is read by title, and

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

A motion is made by Councilman Fagnant seconded by Councilwoman Murray that ordinance be amended, however before this is voted on,

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

- 17 O 19 An ordinance in amendment of Code of Ordinances, appendix C entitled "Zoning" regarding various technical changes, which was tabled at the meeting of April 3rd, is read by title, and

Upon motion of Councilman Fagnant seconded by Councilman Cournoyer it is voted that the ordinance be tabled, a roll call vote on same being unanimous.

- 17 O 21 An ordinance in amendment of Chapter 13 entitled "Licenses and Permits" of the Code of Ordinances, which was tabled at the meeting of May 1st, is read by title, and

A motion was made by Councilman Cournoyer seconded by President Gendron that the ordinance be passed, however, before this is voted on

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the ordinance be tabled, however, this motion is defeated on a 5-2 roll call vote with Councilors Beauchamp and Murray voting yes. The ordinance is then voted on and passed on a 5-1 roll call vote with Councilman Beauchamp voting no and Councilwoman Murray recusing herself from this vote.

- 17 O 28 An ordinance transferring funds from Contingency to Fire Division is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Fagnant it is voted that the ordinance be tabled, a roll call vote on same being 6-1 with Councilwoman Murray voting no.

- 17 O 29 An ordinance transferring funds from Contingency to Capital Expenditures is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilors Fagnant and Sierra it is voted that the ordinance be tabled, a roll call vote on same being 6-1 with Councilwoman Murray voting no.

- 17 O 30 An ordinance transferring funds from General Fund to Capital Expenditures is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilwoman Sierra it is voted that the ordinance be tabled, a roll call vote on same being 6-1 with Councilwoman Murray voting no.

- 17 O 31 An ordinance transferring funds from General Fund (Pensions) to OPEB Restricted Account is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be tabled, a roll call vote on same being 6-1 with Councilwoman Murray voting no.

- 17 O 32 An ordinance transferring funds from Human Services to Contingency is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be passed, a roll call vote on same being 5-2 with Councilors Beauchamp and Murray voting no.

Upon motion of Councilman Fagnant seconded by Councilwoman Sierra it is voted that the following ordinances be tabled, a voice vote on same being unanimous:

- 17 O 33 Appropriation ordinance of the City of Woonsocket for fiscal year beginning July 1, 2017 and ending June 30, 2018.

- 17 O 34 Appropriation ordinance of the City of Woonsocket water system for fiscal year beginning July 1, 2017 and ending June 30, 2018.

- 17 O 35 Appropriation ordinance for the operation of the sewer use fee for fiscal year beginning July 1, 2017 and ending June 30, 2018.

- 17 O 36 Appropriation ordinance for the operation of the regional wastewater treatment fund for fiscal year beginning July 1, 2017 and ending June 30, 2018.

- 17 O 37 An ordinance directing the assessment and collection of a tax by the City of Woonsocket upon real estate, excise and tangible personal property for fiscal year commencing July 1, 2017 and ending June 30, 2018.

- 17 O 38 An ordinance in amendment of Chapter 7345 of the Ordinances of the City of Woonsocket entitled "Salaries of City Officers of the City of Woonsocket".

- 17 O 39 An ordinance 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.

- 17 O 40 An ordinance establishing the maximum number of employees in each office, department or agency of the City of Woonsocket for fiscal year beginning July 1, 2017 and ending June 30, 2018 in accordance with Chapter IX of the City of Woonsocket Home Rule Charter.

- 17 R 54 A resolution accepting quitclaim deeds for the properties located at 85 River Street and Sayles Street, Plat 14, Lot13 is read by title, and

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

- 17 R 56 A resolution authorizing the cancellation of certain taxes is read by title, and

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

- 17 R 58 A resolution authorizing Mayor to purchase property located at 50 First Avenue is read by title, and

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

Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the ordinance be amended as follows: In Section 1 after "Island"

insert "free of any and all liens and/or encumbrances". This amendment is voted on and passed unanimously on a voice vote. The resolution, as amended, is then voted on and passed unanimously on a voice vote.

17 R 59 A resolution granting permission to use city property is read by title, and

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

17 R 60 A resolution for approval and ratification of the settlement agreement with the Town of North Smithfield and the approval and ratification of the amended and restated interjurisdictional agreement is read by title, and

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

Upon motion of Councilman Beauchamp seconded by Councilors Cournoyer, Fagnant and Murray it is voted that the meeting be and it is hereby adjourned at 9:55 P.M.

Attest:

Christina Harmon-Duarte

City Clerk

Wednesday, May 31, 2017

**At a public hearing of the City Council, in the City of Woonsocket, County of Providence,
State of Rhode Island in Harris Hall on Wednesday, May 31, 2017 at 7:00 P.M.**

All members are present.

The following persons addressed the Council: William Doe, Charles Lemoine, Tom Keith, John Reynolds, Jr., Gary Thurber, Albert Brien, Lorraine Corey, Philip Labrecque & Charles Lemoine (2).

A motion was made by Councilman Beauchamp seconded by Councilman Cournoyer to close the public hearing at 7:44 P.M.

Upon motion of Councilman Beauchamp seconded by Councilman Cournoyer it is voted that the meeting be and it is hereby adjourned at 7:44 P.M.

Attest:

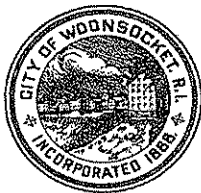
Christina Harmon-Duarte

City Clerk

17 M 09

RECEIVED
BOARD OF CANV. & REG.
WOONSOCKET R.I.

17 MAY 25 PM 5:27



OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

May 25, 2017

Dear Madame Clerk:

This is to notify you of my decision to VETO Ordinance 17-O-32. It is my belief that it is in the best interest of the community to have a Community Events Coordinator.

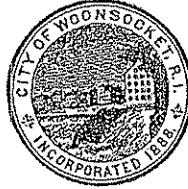
Sincerely,

Mayor Lisa Baldelli-Hunt

RECEIVED
BOARD OF CANV. & REG.
WOONSOCKET R.I.

City of Woonsocket
Rhode Island

17 MAY 25 PM 5:27



Ordinance

Chapter

7987

May 15, A.D. 2017

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:

FY17

	<u>DIVISION</u>	<u>ACCOUNT NO.</u>	<u>APPROPRIATION</u>	<u>AMOUNT</u>
FROM:	Human Services	1-010-081-51-5114	Permanent Svcs	\$4,600.00
TO:	Contingencies	1-010-027-54-54492	Contingency Account	\$4,600.00

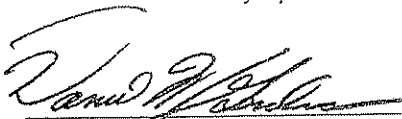
VETO

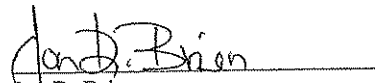
REASON FOR REQUEST:

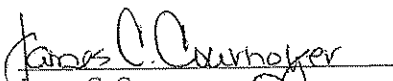
To transfer excess funds *from* the Human Services department *to* Contingency.

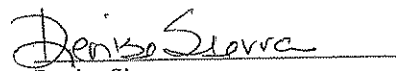
SECTION 2. The City Clerk shall deliver this Ordinance to the Mayor's Office, for action by the Mayor, by no later than 4:00 p.m. on the first business day following the day on which this Ordinance is passed by the City Council.


SECTION 3. 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.


Daniel M. Gendron


Jon D. Brien


James C. Cournoyer


Denise Sierra


Richard J. Fagnant

IN CITY COUNCIL May 15, 2017 - Read by title and passed on a 5-2 vote with Councillors Beauchamp and Murray voting no.



OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

May 24, 2017

Ms. Rebecca Capwell
269 Prospect Street
Woonsocket, RI 02895

Dear Ms. Capwell:

Under the authority vested in the Office of the Mayor, in accordance with Chapter 10, Article 6, Section 1 of the Woonsocket Home Rule Charter, I, Lisa Baldelli-Hunt, do hereby appoint you as a member of the City of Woonsocket Planning Board.

You will serve a four-year term until April 20, 2021 and continue to serve until your successor is appointed and qualified. You will be working with Rui Almeida, our City Planner who can be reached at 401-767-1418 or ralmeida@woonsocketri.org.

I am grateful for your acceptance of this appointment to the Planning Board of the City of Woonsocket.

Sincerely,

Mayor Lisa Baldelli-Hunt

cc: N. David Bouley, Director of Planning and Development
Rui Almeida, City Planner
Christina Duarte, City Clerk



City of Woonsocket
Department of Public Works
Engineering Division

17 CO 37
Lisa Baldelli-Hunt
Mayor
Steven D'Agostino
Director

18 May 2017

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

**Re: REQUEST FROM LIGHTTOWER LLC
FOR INSTALLATION OF UNDERGROUND CONDUIT**

Dear Councilors,

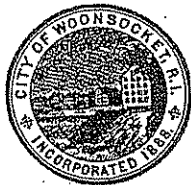
On the docket for this evening is legislation that will grant permission to Lighttower LLC to install underground conduit for 806 Mendon Road (Woonsocket Fire Department Station). The conduit is required to provide fiber optic cable to this building.

They have also requested permission to connect and maintain any wires and fixtures, as needed, to aforementioned underground conduit.

The Engineering Division has reviewed the request and they have found it to be acceptable.

Respectfully,

Steven D'Agostino
Director of Public Works



City of Woonsocket
Department of Public Works
Solid Waste Division

1760 38
Lisa Baldelli-Niemi
Mayor

Steven D'Agostino
Director

May 30, 2017

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

**Subject: Solid Waste and Recycling Services Agreement
with Rhode Island Resource Recovery Corporation**

Dear Councilors:

Before you this evening is legislation authorizing the City to sign an agreement with Rhode Island Resource Recovery Corporation (RIRRC) for solid waste and recycling services from July 1, 2017 through June 30, 2019.

If we do not sign the agreement then essentially the City will have nowhere to dispose of it's trash and recycling.

Therefore, I recommend approving the agreement.

Sincerely,

Steven D'Agostino
Director of Public Works



P-401-767-9201 F-401-766-9312

✉ jdesimone@woonsocketri.org

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

June 5, 2017

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

RE: Claim for Property Damage of Linda Krajowski, 12 Front Street, Woonsocket

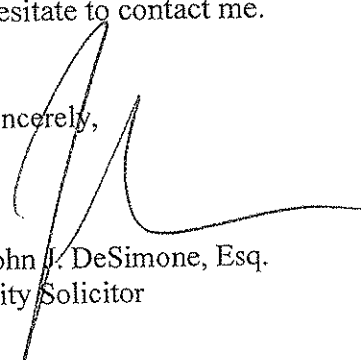
Dear Councilors:

This claim for property damage arises out of an incident that occurred on April 25, 2017. A City vehicle was backing up and struck Ms. Krajowski's parked vehicle. The estimated repair is attached.

As the repair will cost in excess of the City deductible of \$2,500.00, I recommend that the City refer it to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

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

Sincerely,


John J. DeSimone, Esq.
City Solicitor

JJD/ps
Attachment

Steenbergen, Priscilla

From: Ferguson, Mark
Sent: Thursday, May 11, 2017 8:10 AM
To: Steenbergen, Priscilla; Cheryl Swanson
Cc: Chamberland, Chris
Subject: City of Woonsocket--#104078
Attachments: McKeon,Paul5.11.17.pdf

2646.01

Dear Priscilla:

Enclosed is the estimate of damage in the accident that occurred on 3 Main Street, Blackstone. This is the incident that involved Paul McKeon of the Highway department backing into a vehicle while exiting a parking lot getting lunch. Because of the amount of damage (\$2,146.01), I request that this payment be taken up by the City Council at its next meeting. Please call me if you have any questions. I gave paperwork earlier to you when I called it in. If you do not have it, please let me know.

Cheryl, I called this into the Trust last month. Please maintain the attached documents for your files.

Thank you,
Mark Ferguson

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

AMICA MUTUAL INSURANCE COMPANY

Rhode Island Claims
PO Box 9690
Providence, RI 02940
Phone: (800) 622-6422
Fax: (866) 774-3318

Claim #:
Workfile ID:

60002789653-1-1
10faa40f

Estimate of Record

Written By: DONALD WAHTERA, License Number: 1048649, 4/26/2017 11:41:03 AM
Adjuster: HAYES, CADY, (800) 622-6422 Business

Insured:	Linda Krajewski	Owner Policy #:	980138-23CD	Claim #:	60002789653-1-1
Type of Loss:	Collision	Date of Loss:	04/25/2017 01:00 PM	Days to Repair:	0
Point of Impact:	12 Front	Deductible:	500.00		

Owner (Insured):

Inspection Location:

Appraiser Information:

Repair Facility:

dwahtera@amica.com
(401) 374-5137

VEHICLE

2003 FORD Super Duty F-250 XL Supercab 142" WB 4WD 4D P/U 8-5.4L Gasoline SEFI Red FN

VIN:	1FTNX21L43ED01836	Production Date:	04/2003	Interior Color:	
License:	34673	Odometer:	96746	Exterior Color:	Red FN
State:	RI	Condition:	Excellent		

TRANSMISSION

Automatic Transmission
Overdrive

4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Driver Seat

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

CD Player

Cassette

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Cloth Seats
Bucket Seats
WHEELS
Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
Rear Sliding Window
Bedliner
Trailer Hitch
Trailer Package
Running Boards/Side Steps

Claim #:
Workfile ID:

60002789653-1-1
10faa40f

Estimate of Record

2003 FORD Super Duty F-250 XL Supercab 142" WB 4WD 4D P/U 8-5.4L Gasoline SEFI Red FN

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H bumper assy				1.6	
3	Repl	Bumper chrome	3C3Z17757BA	1	435.47	Incl.	
4		Add for fog lamps				0.3	
5	Repl	Valance panel upper medium platinum	1C3Z17626AC	1	69.76	Incl.	
6	Repl	License bracket	2C3Z17A385AA	1	19.88	0.2	
7		GRILLE					
8	Repl	Grille chrome	1C3Z8200BAA	1	211.30	0.4	
9	Repl	Emblem w/o HARLEY DAVIDSON PKG.	F81Z8213AB	1	38.68	Incl.	
10	Repl	Mount panel	F81Z8A284AA	1	164.00	0.9	1.3
11		Add for Clear Coat					0.3
12		Alm headlamps				0.5	
13		AIR CONDITIONER & HEATER					
14	Repl	Condenser 5.4, 6.8, 7.3 liter	6C3Z19712AB	1	266.09 m	0.8	
15		AC Service evacuate & recharge			m	1.4	
16		AC Service refrigerant recovery			m	0.4	
17		A/M Refrigerant		1	35.00		
18		FRAME					
19	#	Pull Sway		1		3.0 F	
20	#	Set up & Measure		1		2.0	
21	#	Clamp damage		1		0.5	0.5
22	#	Fisher Minute Mount plow attachment		1	400.00	1.5	
23		FRONT SUSPENSION					
24	Repl	Wheel alignment align front wheels		1	m	2.5	
SUBTOTALS					1,640.18	16.0	2.1

Claim #: 60002789653-1-1
 Workfile ID: 10faa40f

Estimate of Record

2003 FORD Super Duty F-250 XL Supercab 142" WB 4WD 4D P/U 8-5.4L Gasoline SEFI Red FN

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,640.18
Body Labor	13.0 hrs @	\$ 46.00 /hr	598.00
Paint Labor	2.1 hrs @	\$ 46.00 /hr	96.60
Frame Labor	3.0 hrs @	\$ 46.00 /hr	138.00
Paint Supplies	2.1 hrs @	\$ 26.00 /hr	54.60
Subtotal			2,527.38
Sales Tax	\$ 1,694.78 @	7.0000 %	118.63
Total Cost of Repairs			2,646.01
Deductible			500.00
Total Adjustments			500.00
Net Cost of Repairs			2,146.01

PURSUANT TO RHODE ISLAND LAW, THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY TO COMPLETE REPAIRS TO A MOTOR VEHICLE; AND AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

FOR ANY VEHICLE THAT IS LESS THAN THIRTY (30) MONTHS BEYOND THE DATE OF MANUFACTURE, RHODE ISLAND LAW ENTITLES THE VEHICLE OWNER TO ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF A MOTOR VEHICLE BODY REPLACEMENT PART. THIS ESTIMATE WILL INDICATE IF/WHEN AFTERMARKET BODY PARTS ARE SPECIFIED.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Ferguson, Mark

From: HAYES, CADY E. [CHAYES@AMICA.COM]
Sent: Tuesday, May 09, 2017 2:35 PM
To: Ferguson, Mark
Subject: Claim File: 60002789653
Attachments: Insd appraisal.pdf

Good Afternoon,

Please see the attached appraisal for the damage to my insured's vehicle that was hit while parked by a vehicle owned by the City of Woonsocket on 4/25/17 at 3 Main Street Blackstone, MA.
Please contact me to discuss liability.

Thank you,

Cady E. Hayes

Amica Mutual Insurance Company | RI Claims
Ten Amica Center Blvd | Lincoln, RI | 02865-1165
Mailing: PO Box 9690 | Providence, RI | 02940
Voice: 800-622-6422 ext 86042 | Fax: 866-774-3318
chayes@amica.com | Amica.com

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CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

June 6, 2017

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

RE: Claim for Property Damage of Debra Bousquet
105 Stoneham Drive, Woonsocket, RI

Dear Councilors:

This claim for property damage arises out of an alleged incident that occurred on or about May 15, 2017. Ms. Bousquet claims she damaged a tire of her 2015 Buick Encore Wagon after striking a pothole on Bound Road between Grandview Avenue and Stoneham Drive.

Ms. Bousquet submitted two estimates for repairs to her tire and wheel. The first estimate from Gene's Auto Body Works is for the amount of \$524.31. The second estimate is from Rogers Tires & Auto Repair in the amount of \$415.47. She also submitted a picture of her damaged tire and wheel. Our Highway Department was contacted and there was no record of any pothole complaint at that location prior to the alleged incident.

Under R.I.G.L. § 24-5-13 (b), a person may collect up to \$300.00 for damage caused by a pothole. Provided, however, that the municipality had reasonable notice of the pothole, or may have had notice thereof by the exercise of proper care and diligence on its part, and a reasonable opportunity to repair the pothole.

The amount of his claim is noted as \$415.47. There were no site reports prior to the date of the incident to the City. As there was no prior notice, the City is within its rights to deny the claim. I recommend that this claim be denied.

If you have any questions, please contact me as I would be happy to answer them.

Sincerely,


John J. DeSimone, Esq.
City Solicitor

JJD/ps
Attachments

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

**CITY OF WOONSOCKET
PROPERTY DAMAGE CLAIM FORM**

1. Name: Debra Bousquet
2. Address: 105 Storeham Drive
3. Telephone: Day: 767-8722 Evening: 767-8722 Cell: 309-1660

4. Check the type of claim:

Automobile Accident: ☐ Pothole Damage: ☒ Other: ☐

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

Date: 5/15-2017 Time: 2:30 Location: Bound Rd
5-15-2017 Hit a Pothole in Road
Damaged tire and wheel/Rim
Storeham
Bound
Granville

6. What is the total amount of your claim against the City: \$ 415.47

7. Vehicle Year: 2015 Make: Buick Model: Encore

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

a. \$ 415.47 Vendor: Rogers Tires & auto repair ESTIMATE ☒ or RECEIPT ☐
b. \$ 524.31 Vendor: Gene's Auto Body works ESTIMATE ☒ or RECEIPT ☐
c. \$ _____ Vendor: _____ ESTIMATE ☐ or RECEIPT ☐

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

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

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

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

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

769-9500 Hunter Insurance 389 Old River Rd Manville RI 02838

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

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

d. What is your deductible? \$ 500.00

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

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

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

Agency/Dept: _____ Date: _____ Employee: _____

Agency/Dept: _____ Date: _____ Employee: _____

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

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

Claimant: John Bouquet Date: 5-22-2017
(Signature)

Debra Bouquet
(Printed Name)

FOR OFFICE USE ONLY

Date Received: 5/17/17

Letter to City Council: 6/5/17

Approved ☐ Denied ☐

Release Signed: _____

Check Issued: _____

GENE'S AUTO BODY WORKS
289 RAILROAD STREET
MANVILLE, RI 02838
PHONE: (401)769-6821 FAX: (401)767-3605
LICENSE #169 ESTABLISHED IN 1940

*** PRELIMINARY ESTIMATE ***

05/22/2017 04:54 PM

Owner

Owner: Debra Bousquet
Address: 105 stonehan dr.
City State Zip: Woonsocket, RI 02895

Work/Day:
FAX:

Inspection

Inspection Date: 05/22/2017 04:55 PM

Inspection Type:

Repairer

Target Complete Date/Time:

Days To Repair: 1

Vehicle

OEM Part Price Quote ID: ****

2015 Buick Encore STD 4 DR Wagon
4cyl Gasoline Turbo 1.4
6-Speed Automatic

Lic Expire:
Veh Insp#:
Condition:
Ext. Color: grey
Ext. Refinish: Two-Stage

VIN: KL4CJASB3FB167202
Mileage Type: Actual
Code: S2504A
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Bucket Seats
Compact Spare Tire
Daytime Running Lights
Dual Pwr Lumbar Supports
Floor Mats
Heated Power Mirrors
Keyless Entry System
Lighted Entry System
Power Brakes
Power Steering
Rear Side Airbags
Rear Window Wiper/Washer
SiriusXM Satellite Radio
Strg Wheel Radio Control
Tilt & Telescopic Steer
Tonneau/Cargo Cover

2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Cargo Lamp
Courtesy/Warning Lights
Driver Information Sys
Electronic Compass
Halogen Headlights
Illuminated Visor Mirror
Knee Air Bags
MP3 Decoder
Power Door Locks
Power Windows
Rear View Camera
Roof Rails
Split Folding Rear Seat
Tachometer
Tinted Glass
Trip Computer

AM/FM CD Player
Aluminum/Alloy Wheels
Auxiliary Audio Input
Chrome Grille
Cruise Control
Dual Airbags
Ext Mirror Turn Signals
Head Airbags
Intermittent Wipers
Leather Steering Wheel
OnStar System
Power Drivers Seat
Privacy Glass
Rear Window Defroster
Side Airbags
Stability Cntrl Suspensn
Theft Deterrent System
Tire Pressure Monitor
USB Audio Input(s)

Velour/Cloth Seats

Wireless Audio Streaming

Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Wheels										
1	UC	927		Wheel,Front RT	Replace Reconditioned	\$189.00*			0.4	SM
Manual Entries										
2	E			continental p215/55/18	Replace OEM	\$184.00*				SM*
3	SB			mount & balance	Sublet Repair	\$20.00*				SM*
4	SB			4 wheel alignment	Sublet Repair	\$80.00*				SM*
4	Items									

Estimate Total & Entries

Gross Parts	\$184.00		
Other Parts	\$189.00		
Parts & Material Total		\$373.00	
Tax on Parts & Material	@ 7.000%	\$26.11	

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$63.00	0.4		0.4	\$25.20
Mech/Elec (ME)	\$63.00				
Frame (FR)	\$63.00				
Refinish (RF)	\$63.00				
Labor Total				0.4 Hours	\$25.20
Sublet Repairs					\$100.00
Gross Total					\$524.31
Net Total					\$524.31

OEM Part Prices DT 05/22/2017 04:54 PM EstimateID 296023338973667328 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.134 ES 05/22/2017 04:57 PM REL 8.0.134 DT 05/01/2017
© 2017 Audatex North America, Inc.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt

Estimate Q001556**ROGERS TIRES & AUTO REPAIR**

Page 1 of 1

Date Written : 5/17/2017 04:44:06 PM

Written By :

Technician :

374 CASS AVE
WOONSOCKET, RHODE ISLAND, 02895

Phone: 401-767-3330

Fax : 401-767-5533

dave@rogerstires.com

Complete By :

Cust Ord no. :

Customer	: BOU011 Deb Bousquet	Vehicle	: 2015 Buick Encore
Address	: 105 Stoneham Dr Woonsocket, Rhode Island, 02895	License	: NV602 RI
Cell	:	Color	:
Work	:	VIN	:
Home	: 767-8722	Mileage In	: 0
Email	:	Alt contact	:
		Mileage Out	: 0

Part	Tech	Amount	Price	Total
AAAMISC Alloy Wheel Rim Used		1.00	210.00	210.00
			Sub Total	210.00

Part	Tech	Amount	Price	Total
TIRCON Continental Tire PRO CONTACT 215/55R18 94H		1.00	163.34	163.34
			Sub Total	163.34

New Mount/Bal/Disposal	Tech	Amount	Price	Total
New Mount/Bal/Disposal		1.00	16.00	16.00
			Sub Total	16.00

Advisory Notes :

Tire Pressures Checked/Adjusted Tread Depths LF , LR , RF , RR , Spare (/32ths) Wheel Nut Torque Checked/Adjusted (lb-ft)

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

☐ I REQUEST A WRITTEN ESTIMATE.☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED

DATE

Save replaced parts for inspection or return Y / N

Original Estimate Total:

Authorization Method:

☐ email ☐ text ☐ phone ☐ fax ☐ person

Date/Time:

Contact Details:

Authorized By:

Signed: _____

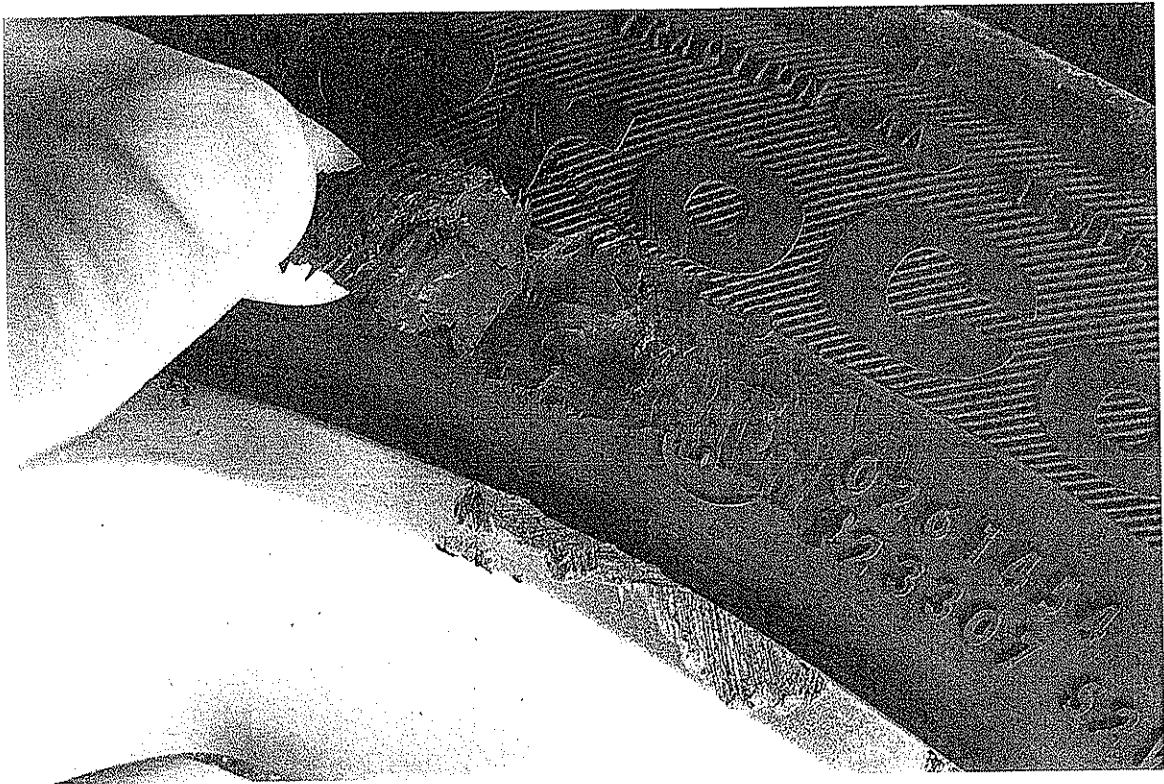
Intended Payment Method:

☐ VISA ☐ MSTRCD ☐ OTHER ☐ CHECK ☐ CASH

Total Labor	:	16.00
Total Parts	:	373.34
Hazmat *	:	0.00
Supplies *	:	0.00
Total Taxes	:	26.13
Total Estimate	:	415.47

* Shop Supply & Hazmat Fees: This charge represents costs and profits to the motor vehicle repair facility for misc. shop supplies, and/or waste removal





Steenbergen, Priscilla

From: Lambert, Rick
Sent: Thursday, May 25, 2017 1:08 PM
To: Steenbergen, Priscilla
Subject: RE: Pothole Claim

Categories: PRINTED/FILED

There have no complaints at all on Bound Rd. or Grandview anywhere near 5/15/17
Rick

From: Steenbergen, Priscilla
Sent: Thursday, May 25, 2017 8:41 AM
To: Lambert, Rick
Subject: Pothole Claim

Rick,

When you have a moment, could you please check the reporting system for a pothole on Bound Road near Grandview Street? Resident states on 5/15 she hit a hole after coming off of Grandview onto Bound, damaging a tire and wheel.

Thank you,

Priscilla Steenbergen

Law Department Executive Secretary
City Of Woonsocket | P.O. Box B | 169 Main Street | Woonsocket, RI 02895
☎ 401.767.9201 | 📠 401.769.8712 |
✉ psteenbergen@woonsocketri.org
[City of Woonsocket Website](#)



Please consider the environment before printing this e-mail.



City of Woonsocket, Rhode Island Web GIS Maps and Online Property Information

by MainStreetGIS, LLC [City Website](#)

[User Guide](#) [Feedback](#) [Disclaimer](#)

Base Map:

160 STONEHAM DRIVE

Address Parcel ID Google

☒ GIS Map ☐ Street View ☐ Tax Maps

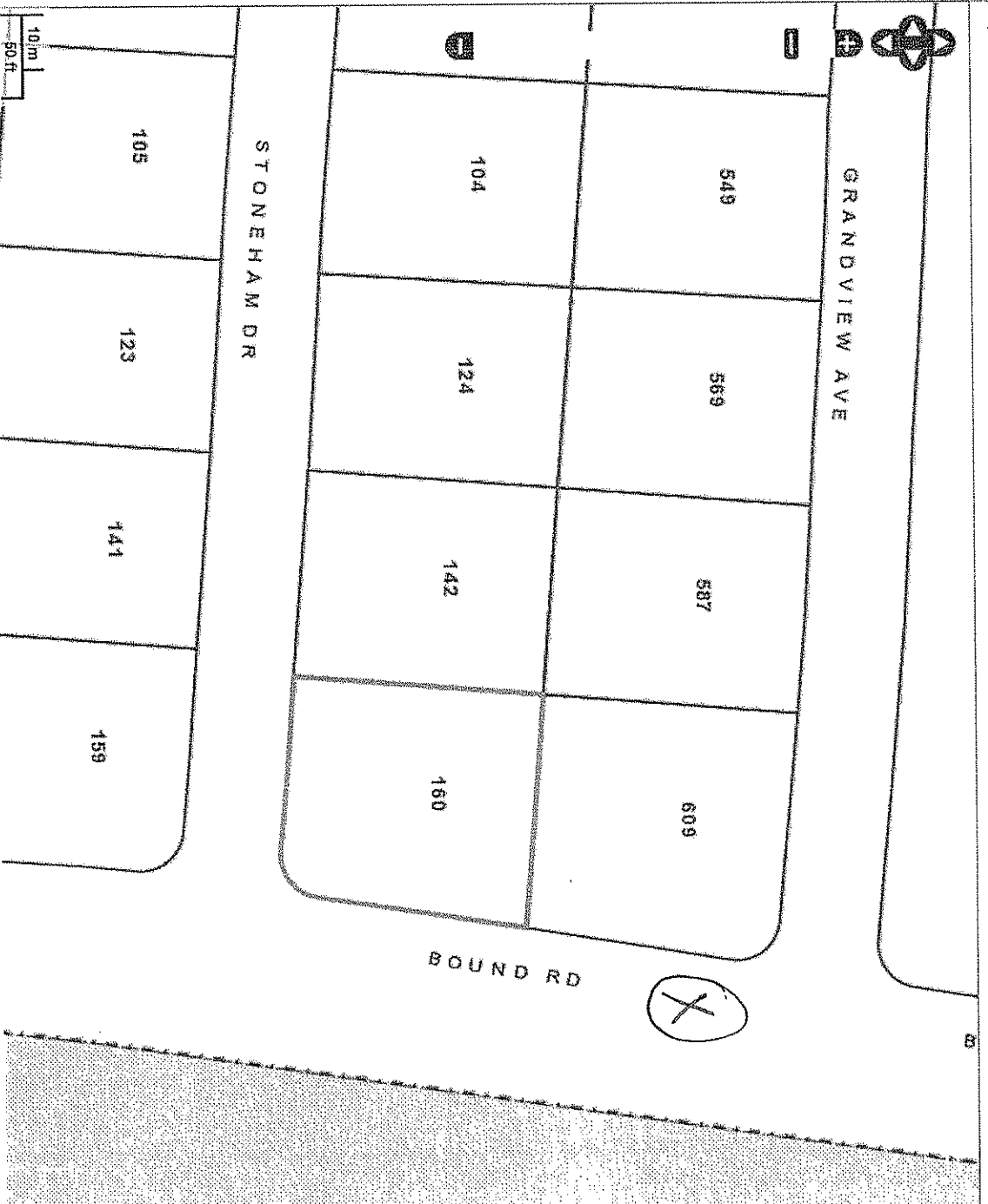
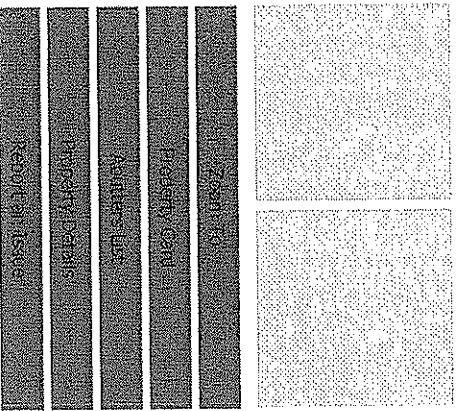
1 : 1128



Layers Property Selection

160 STONEHAM DRIVE

61-83





CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

June 5, 2017

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

RE: Claim for Property Damage of Melinda Grist, 711 Front Street, Apt. 202, Woonsocket

Dear Councilors:

This claim for property damage arises out of an alleged incident that occurred on or about May 13, 2017. Ms. Grist states that she struck a pothole that evening in the area of the intersection of Elm Street and Dulude Avenue. She states her vehicle required an alignment afterwards, which she obtained at Town Fair Tire. Her submitted receipt shows payment of \$39.00 for an alignment.

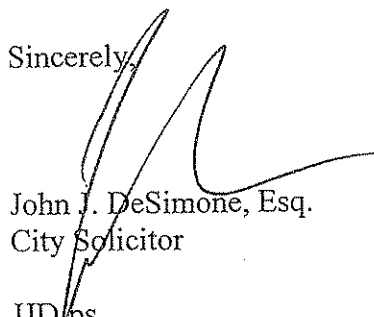
Ms. Grist did not provide a police report, tow report (she did not require), pictures of the damage to the vehicle or pictures of the pothole. As per usual practice of the Law Department when a claim is filed, the Highway Superintendent was contacted for verification of any reports of the pothole. He stated that he had no reports of a pothole in that area either before or after the alleged incident. He went out to the site on May 31, 2017 and found no defect in the road, either fixed or in need of repair.

Under R.I.G.L. § 24-5-13 (b), a person may collect up to \$300.00 for damage caused by a pothole. Provided, however, that the municipality had reasonable notice of the pothole, or may have had notice thereof by the exercise of proper care and diligence on its part, and a reasonable opportunity to repair the pothole.

There were no site reports prior to the date of the incident to the City. As there was no prior notice or evidence of a defect in the road, I recommend that this claim be denied.

If you have any questions, please contact me as I would be happy to answer them.

Sincerely,



John J. DeSimone, Esq.
City Solicitor

JJD/ps
Attachments

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

**CITY OF WOONSOCKET
PROPERTY DAMAGE CLAIM FORM**

1. Name: Melinda Crist

2. Address: _____

3. Telephone: Day: 401-545-5647 Evening: _____ Cell: _____

4. Check the type of claim:

Automobile Accident: ☐ Pothole Damage: ☒ Other: ☐ _____

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

Date: _____ Time: _____ Location: _____

May 13th during the evening Elm St & diedled Ave
the sewage pothole I had no choice but to list it
was try to avoid it but the roads are to tight
for two cars to be driving down specially
when there's cars parked on the street.

6. What is the total amount of your claim against the City: \$ 39.00

7. Vehicle Year: 2011 Make: Hyundai Model: Sonata

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

a. \$ _____ Vendor: _____ ESTIMATE ☐ or RECEIPT ☐

b. \$ _____ Vendor: _____ ESTIMATE ☐ or RECEIPT ☐

c. \$ _____ Vendor: _____ ESTIMATE ☐ or RECEIPT ☐

9. Is this the only claim you have ever submitted to the City? NO

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

4 years ago due to the pot holes here on main
St near the New York Warner place. (\$175.00 - 3/2015)

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

10. Do you have insurance on the damaged property? NO

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

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

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

d. What is your deductible? \$ 0

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

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

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

Agency/Dept: none Date: _____ Employee: _____

Agency/Dept: _____ Date: _____ Employee: _____

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

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

Claimant: Melinda Crist Date: may 17th
(Signature)

Melinda Crist
(Printed Name)

FOR OFFICE USE ONLY

Date Received: 5/17/17

Letter to City Council: 6/5/17

Approved ☐ Denied ☐

Release Signed: _____

Check Issued: _____

Steenbergen, Priscilla

From: Steenbergen, Priscilla
Sent: Tuesday, May 23, 2017 2:51 PM
To: Lambert, Rick
Subject: Pot Hole Claim

Good afternoon Rick,

When you have a moment, could you please check your reporting list for a pothole at the intersection of Elm Street and Dulude Avenue? A resident claims she struck a pothole there the evening of May 13th, damaging her vehicle.

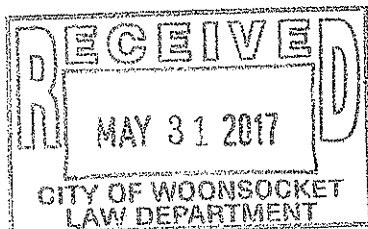
Thank you,

Priscilla Steenbergen

Law Department Executive Secretary
City Of Woonsocket | P.O. Box B | 169 Main Street | Woonsocket, RI 02895
☎ 401.767.9201 | ☎ 401.769.8712 |
✉ psteenbergen@woonsocketri.org
[City of Woonsocket Website](#)



Please consider the environment before printing this e-mail.



11:00 a.m.

Rick Lambert called to report that there have been no reports of a pothole near the area cited by resident. He reports that he went by area to see pothole, check for defects and could find none. There were no defects in the road in that area, either repaired or in need of repair.

P. Steenbergen



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

INVOICE - Wholesale-Resale

Ver 17-03 can

INVOICE NO.	24794-552		INSTALLED - C4 - Collect Payment	PHONE # (401) 762-0708
ACCOUNT #	14706	P.O. #	E-MAIL	

MR.	A-1 RADIATOR	CURRENT MILEAGE	117665	YEAR, MAKE, MODEL	11 HYUNDAI Sonata
MRS.					
MS.					
ADDRESS	4 FOUNTAIN ST				BN-131
CITY STATE ZIP	WOONSOCKET RI 02895				

SALE TYPE	CLERK #	G.P. #	DATE	TIME
05 Wholesale-Resale	364		05/15/2017	14:37

QTY	SIZE	DESCRIPTION	IBM #	LIST	PRICE	AMOUNT
1	WHOLESALE	ALIGNMENT	00179	89.00	39.00	39.00

These item(s) are for resale.

Explanation: ALIGN

TORQUE: 65-80

PSI--FR:33 RR:33

SUB-TOTAL	0.00
RISALES TAX	0.00
NON-TAXABLE	39.00
TOTAL	39.00

C4 - Collect 39.00

COLLECT PAYMENT ! ! !

SAFETY WARNING

After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles
CUSTOMER INITIALS _____

COMMENTS - COMPLIMENTS - COMPLAINTS

Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation - please call - it will be greatly appreciated.

Contact or Write
CUSTOMER SERVICE TOWN FAIR TIRE
460 COE AVENUE EAST HAVEN, CT 06512
TELEPHONE (203) 467-8600 X 213
OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR

CUSTOMER COPY



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

INVOICE - Payment

Ver 17-03 can

INVOICE NO. 24900-552		PHONE # (401) 762-0708		
ACCOUNT # 14706	P.O. #	E-MAIL	CURRENT MILEAGE 0	YEAR, MAKE, MODEL
MR. A-1 RADIATOR				
MRS.				
MS.				
ADDRESS 4 FOUNTAIN ST				
CITY STATE ZIP WOONSOCKET RI 02895				
SALE TYPE		CLERK #	G.P. #	DATE TIME
08 Payment		364		05/17/2017 09:34
QTY	SIZE	DESCRIPTION	IBM #	LIST PRICE AMOUNT

SUB-TOTAL		0.00
RI SALES TAX		0.00
NON-TAXABLE		0.00
TOTAL		0.00
SIGNATURE		
Cash	39.00	

SAFETY WARNING

After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles
CUSTOMER INITIALS _____

COMMENTS - COMPLIMENTS - COMPLAINTS

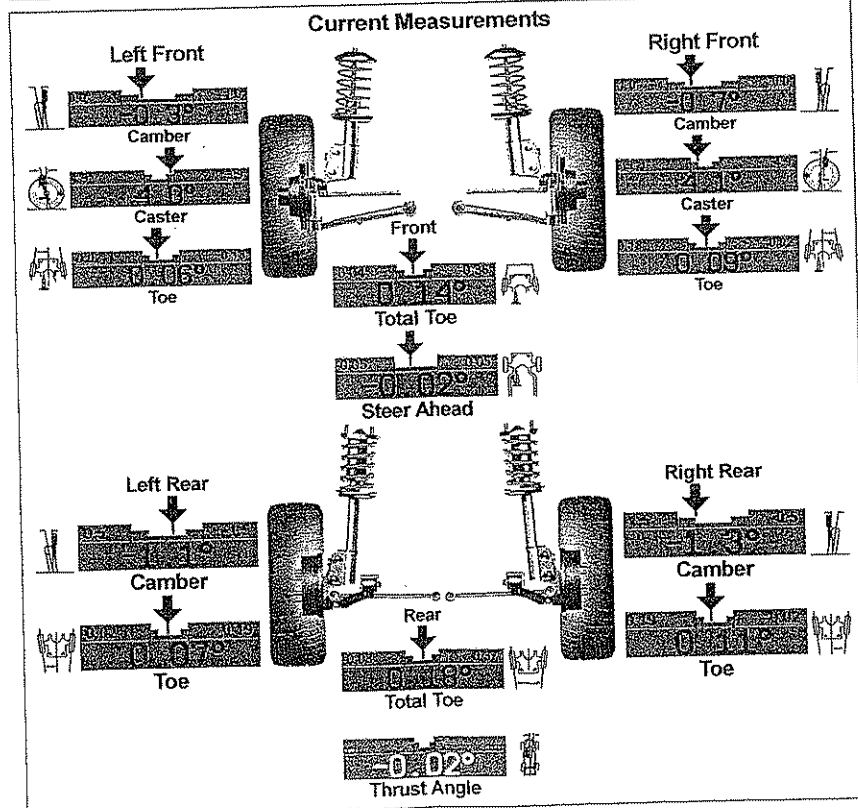
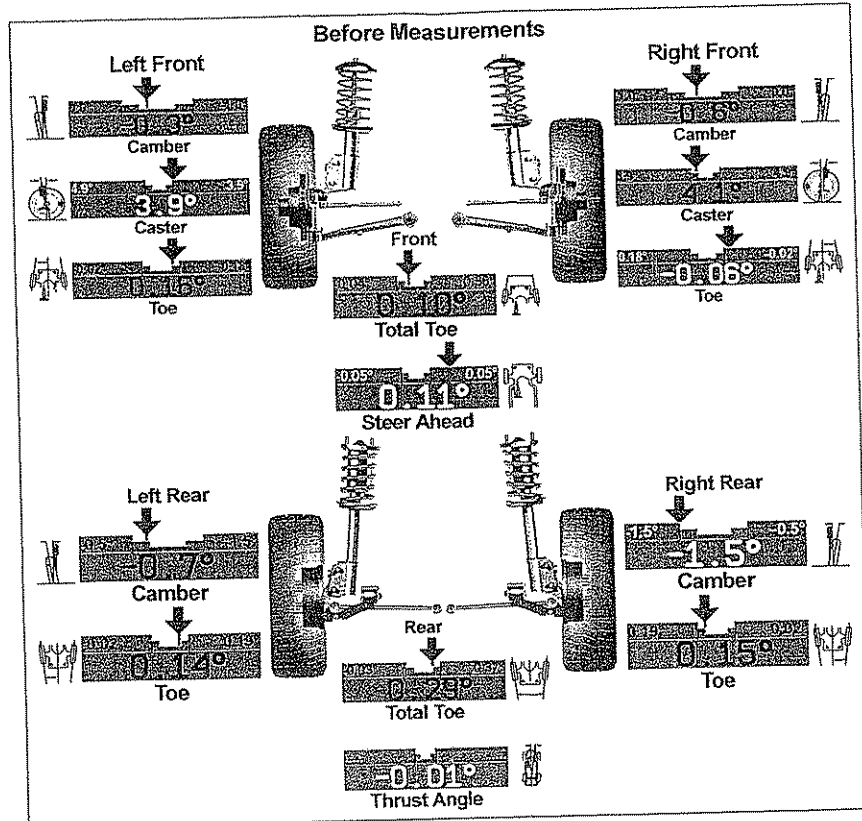
Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation - please call - it will be greatly appreciated.

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TELEPHONE (203) 467-8600 X 213
OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR
OR VISIT OUR WEBSITE @ www.townfair.com

CUSTOMER COPY

Work Order: R007895
Technician Name: a-1 radiator
License: bn-131
Year: 11
Technician: wd
Mileage: 117665
Date: 5/17/17 8:56 AM

Hyundai : Sonata : 2011-14





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

INVOICE - Wholesale-Resale

Per 17-03 can

INVOICE NO.	24897-552			INSTALLED - C4 - Collect Payment	
ACCOUNT #	14706	P.O. #	PHONE # (401) 762-0708		
E-MAIL					

MR.			CURRENT MILEAGE	YEAR, MAKE, MODEL	
MRS.	A-1 RADIATOR		117665	11 HYUNDAI Sonata	
MS.					
ADDRESS		4 FOUNTAIN ST	BN-131		
CITY STATE ZIP		WOONSOCKET RI 02895			
SALE TYPE		CLERK #	G.P. #	DATE	TIME
05 Wholesale-Resale		364		05/17/2017	09:28

QTY	SIZE	DESCRIPTION	IBM #	LIST	PRICE	AMOUNT
1	VEHICLE	SAFETY ISSUE	00198	89.00	0.00	0.00

These item(s) are for resale.

SAFETY WARNING: I have read the explanation below and I understand it

Customer Initials: _____

Explanation: CAME IN FOR ALIGNMENT BECAUSE SHE
HIT POT HOLE ON ELM ST WOONSOCKET
TORQUE: 65-80 PSI--FR:33 RR:33

SUB-TOTAL	0.00
RISALES TAX	0.00
NON-TAXABLE	0.00
TOTAL	0.00

Cash 0.00 FREE - NO CHARGE TO CUSTOMER !

SAFETY WARNING

After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles
CUSTOMER INITIALS _____

COMMENTS - COMPLIMENTS - COMPLAINTS

Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation - please call - it will be greatly appreciated.

Contact or Write

CUSTOMER SERVICE TOWN FAIR TIRE
460 COE AVENUE EAST HAVEN, CT 06512
TELEPHONE (203) 467-8600 X 213
OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR

CUSTOMER COPY

LICENSE #67

TASCA AUTOMOTIVE GROUP NORTH, INC.

DBA TASCA BUICK GMC

DEAL NO. 203107
CUST NO. 4195710

The Tasca Family Commitment: "You will be satisfied."

55 Fortin Drive

WOONSOCKET, RHODE ISLAND 02895

(401) 762-2300 - www.TASCA.com

DATE

30 APR 2015

SOLD TO: MELINDA A GRIST

ADDRESS

711 FRONT ST APT 202
WOONSOCKET RI 02895

INVOICE NO.

3132

CUST. NO.

STOCK NO.

YEAR - MAKE

MODEL

NEW OR USED

SERIAL NO.

COLOR

SALESMAN

4195710

GM1602B

2011 HYUNDA

SONATA

USED

5NPEB4AC6BH050441

BLACK

GUILLETTE,

MILEAGE

92882

KEY NUMBERS

PRICE OF CAR

9199.00

OPTIONAL EQUIP. & ACCESS.

DOCUMENTATION FEE

195.00

ATTENTION PURCHASER RHODE ISLAND LAW REQUIRES THAT ALL MOTOR VEHICLES SOLD AT RETAIL MUST BE IN SUCH CONDITION AS TO PASS A STATE SAFETY INSPECTION AT TIME OF SALE AS TO PROTECT CONSUMERS

TIRE & WHEEL PROTE

750.00

SALES TAX

608.93

SALES TAX

20.00

LICENSE AND TITLE

TOTAL CASH PRICE

10772.93

FINANCING

INSURANCE

125.00
5338.47

TOTAL TIME PRICE

16236.40

SETTLEMENT:

DEPOSIT

100.00

CASH ON DELIVERY

1000.00

USED CAR:

TYPE

500.00

SERIAL NO.

ENGINE NO

PAYMENTS:

WELLS FARGO DEALER

60 @ 256.44

TOTAL

15386.40
16986.40

500.00

1998 GMC

JIMMY

1GKDT13M7W2520129

HOME PHONE: (401) 419-5710
WORK PHONE: (401) 597-6700

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

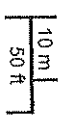


City of Woonsocket, Rhode Island

Selected Parcel: 412 ELM STREET ID: 36-195

Printed 5/23/2017 from <http://www.mainstreetmaps.com/ri/woonsocket/public.asp>

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



MainStreetGIS
MainStreetGIS, LLC
www.mainstreetgis.com



BSA Troop 2

Chartered by

Our Lady Queen of Martyrs
1409 Park Ave

Woonsocket, RI 02895

Contact: Mike Heroux, Scoutmaster
Phone: (401) 442-4744

Email: mheroux2001@yahoo.com

May 30, 2017

City Council,

06/10/17, RAIN DATE: 6/12/17

We are requesting permission for a tag day. Troop 2 is the only boy scout troop in the city and we are a large troop. We are happy to be able to help out our scouts financially who are not able to afford camping trips and other scouting events. We don't turn any scouts away from participating due to there financial situation. In order to do this we have to raise money year round. Having a tag day would really help us to continue our efforts in making scouting available to any young man who wishes to participate.

Thank you,

Melissa Orlando
Committee Chair
Troop 2 Woonsocket

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

DAILY ENTERTAINMENT

NeighborWorks BRV, 40 South Main Street

June 3, 10, 17, 24; July 7, 8, 15, 22, 29; August 4, 5, 12, 19, 26 with rain dates on July 14 & August 11, 2017

HOLIDAY SALES

Phantom Fireworks, 1265 Mendon Road (July 4th)

Phantom Fireworks, 1430 Park Avenue (July 4th)

PEDDLERS LICENSE

Phantom Fireworks, 1265 Mendon Road (6/22/17 thru 7/5/17)

Phantom Fireworks, 1430 Park Avenue (6/22/17 thru 7/5/17)

STREET VENDOR

Burrillville Arts Festival, P.O. Box 290 Pascoag, RI 02859

RENEWAL LICENSES

COIN OPERATED MACHINE

Aero Trampoline Park, 1500 Diamond Hill Road (34 games)

Cooky's Bar & Grill, 1689 Mendon Road (1-Jukebox)

Cowboy's, 350 River Street (2-Games, 1 Jukebox)

FIRST CLASS VICTUALING

Missy's Family Restaurant, LLC, 801 Clinton Street

HOLIDAY SALES

Aero Trampoline Park, 1500 Diamond Hill Road

El Coqui Supermarket, 218 High Street

Four A Laundry Services, LLC, 150 North Main Street

Luz Mini Market, Inc., 134 Rathbun Street

Minuteman Liquors, 779 Park Avenue

Stop N Go Deli-Grocery, 66 Cass Avenue

The Honey Shop, 6 Winthrop Street

Tongdee Asia Market, LLC, 157 Front Street

PRIVATE DETECTIVE

Sylvester Okpoko, 451 Logee Street

QUARTERLY ENTERTAINMENT

A.A.K., Inc. d/b/a Dollhouse, 579 Front Street (Exotic Female Dancing)

Back Street Sport Bar RI, 33 Arnold Street (Live Band, DJ, Karaoke)

Cercle Laurier, 165 East School Street (Live Band, DJ, Karaoke)

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

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

Cowboy's, 350 River Street (Live Band, DJ, Karaoke)

Harnois Barnabe Arel Amvets Club, Inc. (Live Band, DJ, Karaoke)

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

Tyra Club, 119 West Street (Live Band, DJ, Karaoke)

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

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

AMENDED LICENSE

PEDDLERS LICENSE

Keystone Novelties, 308 Cumberland Street (6/6/17 thru 6/21/17 – novelties only)

Duarte, Chris

From: Terese Curtin [tcurtin@ccfcenter.org]
Sent: Wednesday, May 31, 2017 2:15 PM
To: Duarte, Chris
Cc: Dufresne, Nancy (NDufresne@bankri.com); korovitz@navigantcu.org
Subject: Request from Connecting for Children and Families

Dear Christina,

I am writing to ask you to place Connecting for Children and Families (CCF) on the Woonsocket City Council's agenda for the upcoming June 5th meeting. The purpose of this request is to ask the Council to support a property tax exemption, which CCF would like to request from the RI General Assembly.

Please feel free to contact me if you have any questions or need additional information.

Thanks,
Terry

Terese Curtin, MSW
Executive Director
Connecting for Children and Families
46 Hope Street
Woonsocket, RI 02895
401-766-3384 (T)
401-762-2324 (F)
tcurtin@ccfcenter.org



CITY OF WOONSOCKET RHODE ISLAND

MAKE WOONSOCKET GREAT AGAIN

LEGISLATIVE DEPARTMENT

CITY COUNCILMAN

RICHARD J. FAGNANT

CELL # (401)309-9288

88 COE STREET

WOONSOCKET, RI. 02895

EMAIL: fagnantcouncilman2016@cox.net

JUNE 1, 2017

CITY CLERK MS. CHRISTINA HARMON-DUARTE

RE: JUNE 5, 2017 CITY COUNCIL MEETING

DEAR MADAME CLERK;

I RESPECTFULLY REQUEST THAT THE FOLLOWING ITEMS BE LISTED ON THE AGENDA OF THE BELOW REFERENCED CITY COUNCIL MEETING ON MAY15, 2017 UNDER SECTION 10, COMMUNICATIONS AND PETITIONS.

1. CHAPTER 45-9-11 BUDGET COMMISSIONS EXPENDITURES IN EXCESS OF APPROPRIATIONS PROHIBITED?
2. IMPORTANT INFORMATION ABOUT THE CITY DRINKING WATER?
3. PURCHASING AND SETTING UP SECURITY CAMS TO CATCH ILLEGAL DUMPING?
4. BUSINESS OUTREACH AND PUBLIC RELATIONS COORDINATOR?
5. AYOTTE FIELD RFP AND LACK OF NETWORKING TO REALTORS?
6. REQUEST TO USE WW2 VETS MEM PARK ON JULY 1 & 2 2017 AND INSUFFICIENT FUND CHECK?
7. REAL ESTATE DELINQUENTS, TANGERBLE TAXES, SEWER AND WATER DELINQUENTS AND WHEN WILL THERE BE A TAX SALE ON THESE DELINQUENTS?

RESPECTFULLY

RICHARD J. FAGNANT WOONSOCKET CITY COUNCILMAN



*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

Daniel M. Gendron, President
Woonsocket City Council

June 1, 2017

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

Re: June 5, 2017 City Council Meeting

Dear Madame Clerk,

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

1. Zoning re: Signs & Banners.

Respectfully,

Daniel M. Gendron, President
Woonsocket City Council

/dmg

**City of Woonsocket
Rhode Island**



April 2, 2017

Ordinance
Chapter

AMENDING THE
COMPREHENSIVE PLAN OF THE
CITY OF WOONSOCKET, RHODE ISLAND
AMENDMENT # 2017-CPA-01 •
BURNSIDE AVENUE & ROBINSON STREET

- 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 # 2017-1 • Burnside Avenue & Robinson Street 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 # 2017-1 • Burnside Avenue & Robinson Street 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 # 2017-1 – Burnside Avenue & Robinson Street 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."

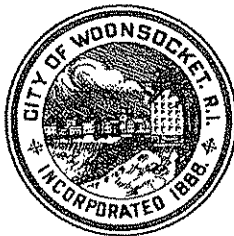
SECTION 3. This Ordinance shall take effect immediately following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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

IN CITY COUNCIL April 3, 2017 – Read by title and tabled.

IN CITY COUNCIL May 15, 2017 – Read by title and passed for the first time unanimously.

City of Woonsocket Rhode Island



March 17, 2017

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 36, LOTS 17, 64, 65, 67, 69, 70, 71, 72, 73, 74 & 76 FROM
RESIDENTIAL-4 (R-4) TO MIXED-USE-2 [MU-2] WITH RESTRICTIONS**

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 lots 17, 64, 65, 67, 69, 70, 71, 72, 73, 74 & 76 on Woonsocket Assessor's Plat 36, 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]* to 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 units per acre]* as indicated on Exhibits "1" and "2" which are attached hereto and made a part hereof by reference.

Provided, however, that no residential-use construction, remodeling or rehabilitation may take place on lots 67 and 70 on Woonsocket Assessor's Plat 36.

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 Associate 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.

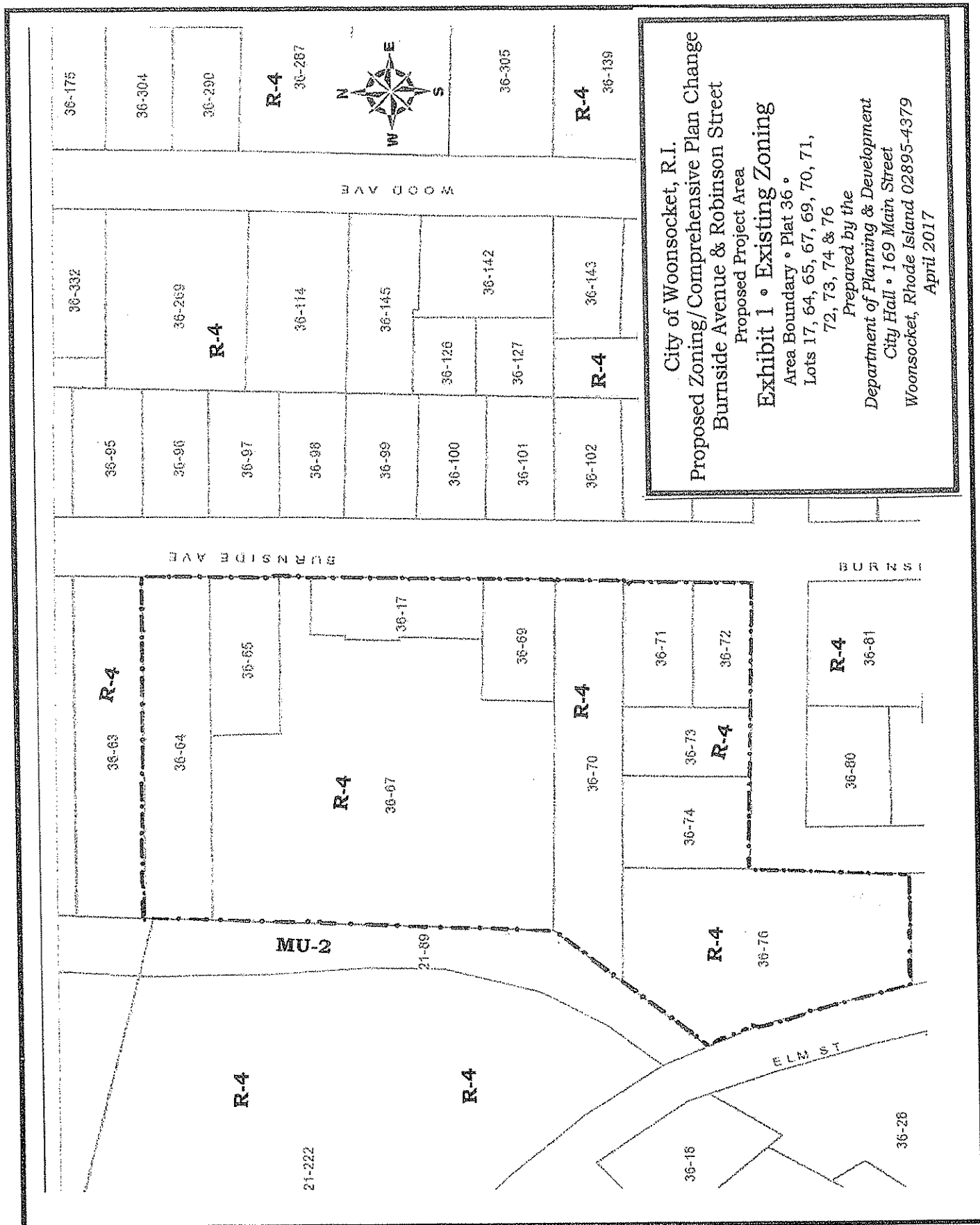
SECTION 7. At least two (2) weeks prior to the hearing, a copy of the newspaper advertisement described in Section 3 or other prepared notice containing the identical information as the newspaper notice shall be sent to all owners of real property whose property is located in or within not less than 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.

Daniel M. Gendron, President
By Request of the Administration

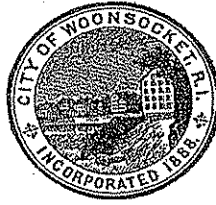
IN CITY COUNCIL April 3, 2017 - Read by title and tabled.

IN CITY COUNCIL May 15, 2017 - Read by title and passed for the first time, unanimously.



City of Woonsocket, R.I.
 Proposed Zoning/Comprehensive Plan Change
 Burnside Avenue & Robinson Street
 Proposed Project Area
Exhibit 1 • Existing Zoning
 Area Boundary • Plat 36 •
 Lots 17, 64, 65, 67, 69, 70, 71,
 72, 73, 74 & 76
 Prepared by the
 Department of Planning & Development
 City Hall • 169 Main Street
 Woonsocket, Rhode Island 02895-4379
 April 2017

City of Woonsocket Rhode Island



Ordinance Chapter

April 17, A.D. 2017

ORDINANCE IN AMENDMENT OF CHAPTER 13, ENTITLED "LICENSES AND PERMITS", OF THE CODE OF ORDINANCES OF THE CITY OF WOONSOCKET

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

Section 1. That Chapter 13, Article I, Section 13-12, Pawnbroker License, of the Code of Ordinances (copy attached – see Exhibit 1) is hereby amended by deleting the following provisions:

Delete: "*The maximum number of licenses issued and outstanding pursuant to Section 13-12 at any one time shall be two.*"

Delete: "*When the existing licenses are revoked or not renewed by the existing licensee, no new licenses shall be issued by the Council.*"

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.

James C. Cournoyer

IN CITY COUNCIL APRIL 17, 2017 – Read by title and tabled.
IN CITY COUNCIL May 1, 2017 – Read by title and returned to the table.
IN CITY COUNCIL May 15, 2017 – Read by title and passed for the first time.

*Copying of Existing Ordinance (highlighted / bolded sections to be deleted
via above ordinance amendment)*

Sec. 13-12. Pawnbroker License.

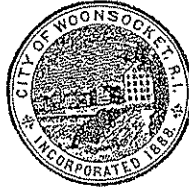
Pawnbroker licenses shall be issued pursuant to Rhode Island General Laws in effect at the time of application.

The application for a pawnbroker license shall be substantially as set forth in the attached "Exhibit A".

~~The maximum number of licenses issued and outstanding pursuant to Section 13-12 at any one time shall be two.~~

~~When the existing licenses are revoked or not renewed by the existing licensee, no new licenses shall be issued by the Council.~~
(Ch. No. 7705, Sec. 1, 2-4-2013)

City of Woonsocket
Rhode Island



Ordinance
Chapter

June 5, 2017

**GRANTING A PETITION FOR LIGHTTOWER LLC
FOR UNDERGROUND INSTALLATION OF
FIBER OPTIC CABLE FOR 806 MENDON ROAD
IN THE RIGHT OF WAY**

WHEREAS, Lighttower LLC has requested permission to install a conduit for fiber optic cable; and connect and maintain any wires or fixtures within the City's Right of Way for 169 Providence Street (Woonsocket Fire Department Station 1) from existing Pole 10-2 located on Providence Street; and

WHEREAS, the connection will require granting the installation of conduit and wires within the City's Right of Way and on City property, see Exhibit 'A'; and

WHEREAS, due to the nature of the building this service is for, the Ordinance is request to be passed under Chapter III, Section 10.

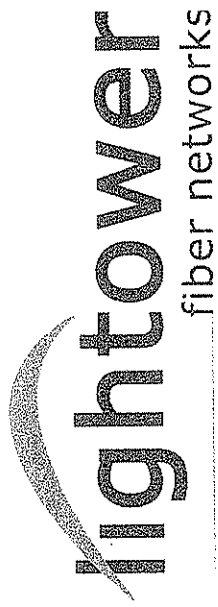
**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

SECTION 1. That the City Council of the City of Woonsocket hereby grants Lighttower LLC permission to locate and install a conduit and fiber optic cable within the City's Right of Way and property for 169 Providence Street from existing Pole 10-2 on Providence Street.

SECTION 2. That the Engineering Division has reviewed the request and finds it to be acceptable.

SECTION 3. This Ordinance shall take effect upon its passage by the City Council as provided in Chapter III, Section 10, of the Woonsocket Home Rule Charter and all ordinances inconsistent herewith are hereby repealed.

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



PROPOSED CONDUIT INSTALLATION

AT

STREET NAME

IN

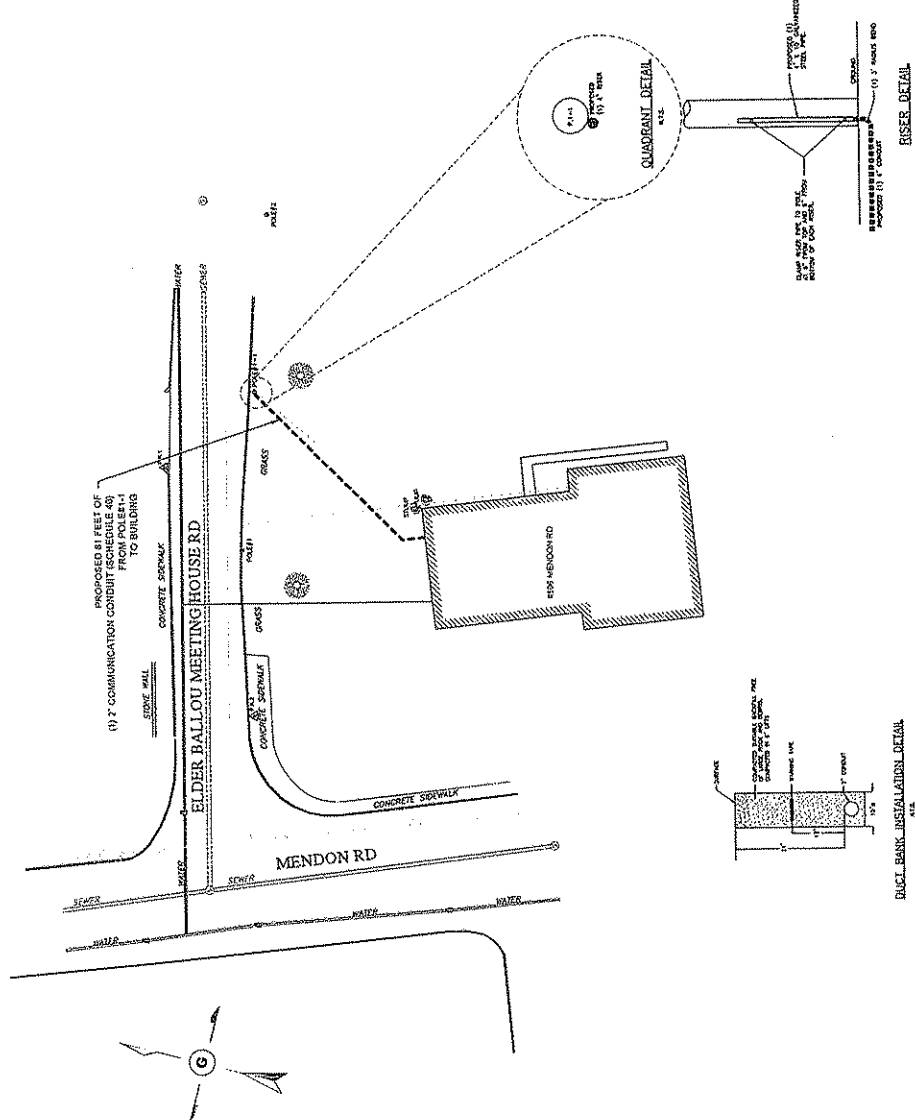
WORCESTER, MA

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY THE DASHED LINES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THESE UTILITIES BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.
2. IF AN EXISTING UTILITY IS FOUND TO HAVE CHANGED A CONTRACT WITH THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY. IF THE UTILITY IS FOUND TO HAVE CHANGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY.
3. THE CONTRACTOR SHALL MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY.
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12. THE CONTRACTOR SHALL MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY.



DATE	APPROVED	REVISION

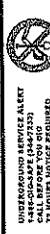
PROPOSED PLAN

PROJECT NO.	101
PROJECT NAME	lighttower
PROJECT LOCATION	101
PROJECT DATE	101
PROJECT SCALE	1" = 20'
PROJECT DRAWN BY	101
PROJECT CHECKED BY	101
PROJECT APPROVED BY	101
PROJECT DATE	101

LEGEND

SYMBOL	DESCRIPTION
12" WATER MAIN	12" WATER MAIN
12" SEWER MAIN	12" SEWER MAIN
12" GAS MAIN	12" GAS MAIN
12" COMMUNICATION CONDUIT	12" COMMUNICATION CONDUIT
12" DUCT BANK	12" DUCT BANK
12" TRANSFORMER	12" TRANSFORMER
12" VALVE	12" VALVE
12" MANHOLE	12" MANHOLE
12" TRAP	12" TRAP
12" PUMP	12" PUMP
12" METER	12" METER
12" TANK	12" TANK
12" BURNER	12" BURNER
12" HEATER	12" HEATER
12" COILER	12" COILER
12" CONDENSER	12" CONDENSER
12" REFRIGERATOR	12" REFRIGERATOR
12" FREEZER	12" FREEZER
12" CUPBOARD	12" CUPBOARD
12" SINK	12" SINK
12" STOVE	12" STOVE
12" DISHWASHER	12" DISHWASHER
12" REFRIGERATOR	12" REFRIGERATOR
12" FREEZER	12" FREEZER
12" CUPBOARD	12" CUPBOARD
12" SINK	12" SINK
12" STOVE	12" STOVE
12" DISHWASHER	12" DISHWASHER

1" = 20' FEET



UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
72 HOURS NOTICE PRESENTED

City of Woonsocket
Rhode Island



Ordinance
Chapter

June 5, 2017

**AUTHORIZING SOLID WASTE AND RECYCLING
SERVICES AGREEMENT WITH
RHODE ISLAND RESOURCE RECOVERY CORPORATION**

WHEREAS, the City Solid Waste and Recycling Services Agreement with the Rhode Island Resource Recovery Corporation will expire on June 30, 2017; and

WHEREAS, the contract has been reviewed by the Superintendent of Solid Waste, the Director of Public Works and the City Solicitor.

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

SECTION 1. The Mayor of the City of Woonsocket is hereby authorized to sign into contract with Rhode Island Resource Recovery Corporation from July 1, 2017 to June 30, 2019 for solid waste and recycling services.

SECTION 2. This Ordinance shall take effect upon its passage by the City Council as provided in Chapter III, Section 10, of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And the

MUNICIPALITY

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this _____ day of _____, 2017 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and the _____, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at _____, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is a two-year period from July 1, 2017 through June 30, 2019. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2019, unless sooner terminated or extended as provided herein. Fiscal Year 2018 is the one-year period from July 1, 2017 through June 30, 2018, Fiscal Year 2019 is the one-year period from July 1, 2018 through June 30, 2019.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it

has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

3. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables and other materials delivered to the Corporation's facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached as **Attachment 1**.
4. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", as adopted by the RIRRC Board of Commissioners January 27, 2016, for the disposal of all its MSW up to its annual MSW Cap. The municipal disposal fee will be \$39.50 in Fiscal Year 2018 and \$47.00 in Fiscal Year 2019.

"Municipal Solid Waste Cap (MSW Cap)" means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated in accordance with the Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (**Attachment 2**). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 2. The Corporation shall notify municipalities of the new MSW Caps no later than April 1.

During the term of this Agreement, Municipality agrees to pay the Corporation the base 1000-ton Commercial Contract solid waste disposal fee, \$67.00 per ton, as set forth in the FY18 Rate Sheet, as approved by the Resource Recovery Board (**Attachment 3**), for disposal of all MSW in excess of its annual MSW Cap.
5. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
6. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.
7. **AGREEMENT EXECUTION DEADLINE.** Municipality shall return a fully executed Agreement to the Corporation by close of business **August 1, 2017**. The Municipality will be charged the municipal disposal fee of \$39.50 per ton until August 1, 2017. The fee of \$67.00 per ton shall be charged to Municipality for each ton disposed after August 1, 2017 and up to the date the

Agreement is fully executed, after which the municipal disposal fee rates as set in Section 4 shall apply. There shall be no retroactive adjustments made to any solid waste disposal fees charged to Municipality during the time Municipality was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline. In addition, the tonnage received and disposed during this time will apply towards Municipality's Municipal Solid Waste Cap.

8. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables elsewhere. Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the "RIRRC Materials Acceptance Criteria" (**Attachment 4**), for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Municipality agrees to deliver these Mixed Recyclables regardless of whether these Mixed Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program from time-to-time, and would therefore be subject to the terms of this Agreement.

9. **TRANSFER OF MIXED RECYCLABLES.** Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Mixed Recyclables can be transferred only if the Corporation grants, in writing, permission to do and is compliant with the Corporations Recyclables Transfer Policy (**Attachment 5**).
10. **MUNICIPAL MIXED RECYCLABLES TIP FEE FREE.** Municipal Mixed Recyclables, as defined in Section 8 and meeting the requirements outlined in Attachment 4 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.
11. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as outlined in Attachment 3. Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 4 (RIRRC Material Acceptance Criteria). Municipality is encouraged to find an alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, construction & demolition Debris (C&D), leaf & yard waste, scrap metal, tires and wood pallets, but excluding Mixed Recycling as defined in Section 8.

a. **Leaf & yard waste.** For the term of this agreement and pursuant to RIGL 23-19-3(17), Municipality agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&YW Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide

Planning Population Projections) by 0.025 tons. L&YW Caps shall be adjusted annually and disseminated with the MSW Cap, in accordance with the "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure," (Attachment 2). The new L&YW Cap shall be distributed to Municipality no later than April 1. Municipality agrees to pay the Corporation the fee in accordance with RIGL 23-19-3, currently set at \$25.00 per ton, for the acceptance of all leaf and yard waste in excess of its annual L&YW cap. The over the cap fee is established by State law and subject to change.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 6**.

b. Construction and Demolition Debris (C&D). Acceptable Municipal C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3. Municipal C&D tonnage is considered MSW and will be applied against the Municipality's annual MSW Cap as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&D.

c. Rejected Loads. There will be an **equipment use and hauling fee** assessed for any load of municipal recyclables that are rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its MSW rate and applied to the Municipal Solid Waste Cap.

MRF Load Inspection and Rejection Procedure:

The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 4, Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads, generally within 2 business days after the close of business on the day of the rejected load. Load rejection notification will normally be in the form of a report identifying the material quality issue and include photographs of the contamination. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

12. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge, subject to the provisions of Attachment 7, to those municipalities with current and fully effective Agreements who have **also** delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to request free compost for their use, as outlined in the Compost Distribution Policy, **Attachment 7**.

13. RECYCLING INCENTIVES. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

a. When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based

on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 8) to record and report to the Corporation the use or intended use of the prior year's profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition - The Corporation will offset any and all profit share funds from any Municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b. When the Board of Commissioners authorizes, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures as outlined in the "Resource Recovery Grantmaking Policy", **Attachment 9**. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
- c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- d. A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW disposed, in accordance with paragraph 2 of this Agreement, at the Corporation during the current fiscal year. This Rebate is offered to those municipalities that qualify based on the following recyclable percentages:
 - (1) Zero dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
 - (2) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - (3) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - (4) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.
 - (5) The Corporation shall issue a Rebate not later than September 1 of each year to those Municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Municipality's current Agreement with the Corporation.

14. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the

private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any solid waste disposal or recycling services or Municipality may refuse to bring all MSW and Mixed Recyclables to the Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism; vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

- 16. UNACCEPTABLE MATERIALS.** Neither MSW nor Mixed Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for acceptance at the Resource Recovery facilities.

17. **LICENSE RETRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.
18. **HOURS OF OPERATION.** The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
19. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasors"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any reason whatsoever.
20. **ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
21. **INDEMNIFICATION.**
- a. Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
- b. Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this

contract; or any violation by Municipality of any applicable law, rule, or regulation.

22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
23. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.
25. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
_____, Executive Director

BY: _____ Dated: _____
Dean Huff, Chief Financial Officer

FOR THE MUNICIPALITY:

BY: _____ Dated: _____
(SIGNATURE)

(NAME PRINTED OR TYPED)

Title: _____

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

(SIGNATURE) Dated: _____

(NAME PRINTED OR TYPED)
Solicitor for the MUNICIPALITY

Attachments

1. On-Site Safety Policy
2. Municipal Cap Calculation Procedure
3. Resource Recovery Fee Schedule
4. Resource Recovery Materials Acceptance Criteria
5. Recyclables Transfer Policy
6. Leaf and Yard Debris Cap Sharing Policy & Form
7. Compost Distribution Policy
8. Recycling Profit Share Reporting Form
9. Resource Recovery Grantmaking Policy



On-site Safety Policy

Ensuring the safety of Rhode Island Resource Recovery Corporation (Resource Recovery) employees, customers, and visitors onsite is our top priority. These guidelines are divided into three sections –Legal, Personal and Site Safety, and Operations. Failure to follow the site rules can result in rejection of the waste load or banning of the driver from the premises.

LEGAL

1. All drivers shall possess an active driver's license, registration and proof of insurance in accordance with state law. R.I.G.L. 31-10-1, 31-3-1, 31-47-9.
2. All loads entering the facility must be completely covered to prevent any waste from blowing off the load and causing litter en route to the site. All tarps must be in good repair and completely cover the open top of the load. RIGL 31-25-9 and 31-25-10, \$85.00 fines by police.
3. No smoking is allowed on site except in designated smoking areas.
4. No regulated or Hazardous waste is accepted at this facility.
5. Disposing Out-of-State Waste (waste not generated in Rhode Island) at the Central Landfill is felony crime and shall be punishable by imprisonment up to (3) three years and a **\$50,000 fine**.
6. Weapons and violence of any type will not be tolerated on the premises.
7. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.

PERSONAL AND SITE SAFETY

1. The use of cell phones while operating any vehicle on site is prohibited. This includes moving any vehicle as well as operating any hydraulic implements.
2. Be prepared to stop/slow down at front entrance as security is present.
3. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
4. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
5. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
6. No minors are allowed out of the vehicle at any time.
7. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
8. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
9. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

OPERATIONS

1. All visitors must report to the Main Building "A" and check in with the receptionist.

Attachment 1

2. The RIRRC facility accepts waste Monday through Friday from 6 a.m. to 3:45 p.m. and Saturday from 6 a.m. to 12 p.m. On holiday weeks the facility will remain open until 1 p.m. on Saturdays. The final loads must be on the scale no later than the last receipt times stated above.
3. Removal of tarp/cover is allowed only once you have arrived at the disposal / receiving location. No tarps should be removed on the scales or along roadways prior to these areas to prevent blowing litter.
4. Drivers are expected to adhere to the directions of the waste inspector/spotter.
5. All trucks will sweep open top boxes, rear tail gates and bumpers off at the designated locations before leaving the area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
6. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
7. Only the driver is allowed to exit his vehicle in the working area. If the driver exits the vehicle, he/she must stay in close proximity to the truck. No wandering around, or salvaging is allowed.
8. If your truck becomes stuck we will tow your truck out of the traffic pattern with your driver's permission. If that becomes necessary we require the driver of the truck to hook the tow chain, cable or strap to his/her vehicle to prevent damage. We will connect the tow device to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern, any tow necessary beyond that is the responsibility of the hauler.
9. During inclement weather, exiting trucks may be diverted through wheel washers or may be required to hose off before leaving the site to prevent mud tracking on the public roadways. If the wheel wash diversion lane is in use, you are required to use it, no bypassing is allowed.

Attachment 2

Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

PURPOSE:

In accordance with RIGL §23-19-13(g)(3) the Rhode Island Resource Recovery Corporation ("the Corporation") has developed the below procedure to calculate "the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee", known as the municipal solid waste cap (hereafter "Cap").

OVERVIEW:

The Cap calculation procedure is based on the following criteria: (1) the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation; (2) Caps shall be based on waste diversion targets, not on actual performance; and (3) the distribution should account for both year round and seasonal populations.

PROCEDURE:

On or before April 1st prior to the Corporation's fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.

1. Calculate total **statewide municipal sector waste generation** by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.
2. Calculate the total **statewide Cap** by reducing the **statewide municipal sector waste generation** by the waste diversion assumption of 35%, i.e. $\{\text{statewide Cap} \times (1-0.35)\}$.
3. Obtain the most recent year **population estimate** for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program's official Population Projection.
4. Calculate the year-round equivalent **seasonally adjusted population**:
 - a. Obtain the most recent **seasonal housing estimates** from the decennial census;
 - b. For each municipality assume **three occupants per seasonal household**, unless a modification to this assumption is approved by the Corporation's Executive Director. A municipality seeking to increase the **occupants per seasonal household** assumption shall submit a formal request prior to March 1st to the Corporation's Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation's Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the **seasonally adjusted population** using the following formula:

$$\{\text{Population Estimate}\} + \{\text{Seasonal households} \times \text{occupants per seasonal household} \times 3.5 \text{ months} / 12 \text{ months per year}\}$$

5. Calculate each municipality's **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total statewide **Cap**.



Fee Schedule – FY18

Effective 7/1/2017, except where noted; all prices are subject to change

Customers must review the current Materials Acceptance Criteria at www.rirrc.org/about/accepted-materials-pricing. Disposal rates apply only to those acceptable, properly prepared items, as described under each material type in the current Materials Acceptance Criteria.

CODE	MATERIAL TYPE	RATE	MIN. CHARGE
350	Alternate Cover* – Miscellaneous	\$15-\$30/ton	
358	Alternate Cover* – Non-Hazardous, Processed Contaminated Soil	\$20-\$35/ton	
102	Appliances ("White Goods") – <u>without</u> CFC coolant ("Freon")	\$0 each	
511	Appliances ("White Goods") – <u>with</u> CFC coolant ("Freon")	\$12 each	
310	Batteries	\$6 each	
133	Boats/Vessels and Campers*	\$350/ton	
N/A	Books and Media	\$0	
830	Bulky Rigid Plastics*	\$0	
N/A	Cardboard (Oversized)	\$0	
313	Christmas Greenery – Municipal and Residential	\$0	
311	Christmas Greenery – Commercial	\$30/ton	
672	Christmas Greenery – Mulch For Sale	\$10/ton	
N/A	Compost Bins	\$45 each	
N/A	Compost Bins – Municipal, Qty. ≥ 80	\$35 each	
670YD	Compost For Sale – In Bulk	\$30/yd ³	\$15
670BAG	Compost For Sale – By the Bag	\$8/40 lb. bag	
341	Concrete/Asphalt/Brick/Rock	\$15/ton	\$15
112	Construction & Demolition (C&D) Debris	See <i>Solid Waste</i>	
N/A	Cooking Oil	\$0	
N/A	Drums and Tanks	See <i>Solid Waste</i>	
329	Electronic Waste (e-waste) – Commercial: units found in mixed loads	\$5.00 each	
329	Electronic Waste (e-waste) – Commercial : up to 7 units	\$5.00 each	
331	Electronic Waste (e-waste) – Commercial: 8-15 units	\$700.00/ton	\$35**
N/A	Electronic Waste (e-waste) – Residential	\$0	
324	Fish Waste	\$100/ton	
N/A	Foam	\$0	
N/A	Household Hazardous Waste (by appt. only: rirrc.org/ecodepot)	\$0	
312	Leaf & Yard (L&Y) Debris – Commercial	\$30/ton	\$22
312	Leaf & Yard (L&Y) Debris – Muni w/ FY18-19 Contract: Under-the-Cap	\$0	
312	Leaf & Yard (L&Y) Debris – Muni w/ FY18-19 Contract: Over-the-Cap	\$25/ton	\$22

Last updated: 03/29/2017; visit www.rirrc.org for most up-to-date version.

Attachment 3

312	Leaf & Yard (L&Y) Debris –Segregated Stumps	\$30/ton	\$22
312	Leaf & Yard (L&Y) Debris –Segregated Stumps – Muni w/ FY18-19 Contract	\$25/ton	\$22
334	Mattresses / Box Springs (for Recycling) – up to 3 units	\$0	
328	Mattresses / Box Springs – Unrecoverable in mixed load	\$50 each	
328	Mattresses / Box Springs – more than 3 units	\$50/unit	
330LF	Mattresses / Box Springs – dedicated load	\$600/ton	
814	Mixed Recycling (MRF) – In-State	\$0	
814OS	Mixed Recycling (MRF) – Out-of-State	\$20/ton	
N/A	Motor Oil and Filters	\$0	
N/A	Plastic Bags and Film*	\$0	
N/A	Recycling Bins, 22 gal – Commercial	\$8.00 each	
N/A	Recycling Bins, 22 gal – Municipal (not for sale to individuals)	\$4.14 each	
N/A	Recycling Bins, 6 gal – Commercial	\$5.00 each	
N/A	Recycling Bins, 6 gal – Municipal (not for sale to individuals)	\$2.18 each	
N/A	Scrap Metal	\$0	
332	Seaweed – Muni w/ FY18-19 Contract: Under-the-Cap	\$0	
N/A	Seaweed – Muni w/ FY18-19 Contract: Over-the-Cap	\$25/ton	
N/A	Sharps, Household (by appt. only: rirrc.org/ecodepot)	\$0	
832	Sheetrock	\$75/ton	
N/A	Shredded Paper	\$0	
351w	Sludge Ash***	\$40/ton	\$32-35**
314	Sludge/Grit/Rags ***	\$110/ton	\$32-35**
<u>SOLID WASTE – MUNICIPAL</u>			
208	Solid Waste – Johnston resident w/ Town-issued permit: up to 1 ton	\$0	
201	Solid Waste – Muni w/ FY18-19 Contract: Under-the-Cap	\$32/ton	
201	Solid Waste – Muni w/ FY18-19 Contract: Over-the-Cap	1000 ton commercial contract rate	
201	Solid Waste – Muni, Non-Contract (Gate Rate)	\$90/ton	
<u>SOLID WASTE – COMMERCIAL***</u>			
101	Solid Waste – Comm, Non-Contract (Gate Rate)	\$90/ton	\$35**
118	Solid Waste – Comm, 300 Ton Min. Contracts (ineligible)	\$82/ton	\$35**
118	Solid Waste – Comm, 300 Ton Min. Contracts (eligible): ≤ 999 Tons	\$76/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (ineligible)	\$73/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (eligible): ≤ 39,999 Tons	\$67/ton	\$35**
118	Solid Waste – Comm, 1,000 Ton Min. Contracts (eligible): ≥ 40,000 Tons	\$90/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (ineligible)	\$71/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (eligible): ≤ 49,999 Tons	\$65/ton	\$35**
118	Solid Waste – Comm, 40,000 Ton Min. Contract (eligible): ≥ 50,000 Tons	\$90/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 30K Ton Contract: ≤ 49,999 Tons	\$65/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 30K Ton Contract: ≥ 50,000 Tons	\$90/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 60K Ton Contract: ≤ 89,999 Tons	\$55/ton	\$35**
135	Solid Waste – Comm, 2-6" Ground Min. 60K Ton Contract: ≥ 90,000 Tons	\$90/ton	\$35**

Last updated: 03/29/2017; visit www.rirrc.org for most up-to-date version.

Attachment 3

132	Solid Waste Soils***	\$25-40/ton	\$35**
355	Street Sweepings – Municipal, Screened	\$0	
355	Street Sweepings – Commercial	See <i>Solid Waste</i>	
N/A	Textiles	\$0	
308	Tires – Car	\$5 each	
336	Tires – Tractor Trailer	\$10 each	
327	Tires – Oversized, Off-road	\$75 each	
307	Tires – Commercial load	\$175/ton	
307	Tires – Municipal load w/ FY18-19 Contract	\$175/ton	
311	Wood Pallets	\$30/ton	\$22

MISCELLANEOUS CHARGES

500	Minimum Charge	See Material	
501	Inspection Fee (Labor)	\$80/hour	
502	Equipment Use/MRF Rejected Load Handling Charge	\$250 each	
503	Use of Tipping Facility w/o recyclables/ton & RIRRC Approval	\$20/ton	
516	Load Handling Surcharge (Hard to Manage Loads) up to 10 tons	\$40/ton - \$100 maximum fee	
517	Load Handling Surcharge (Hard to Manage Loads) >10 tons	\$40/ton - \$250 maximum fee	
N/A	Delinquent payment charge (>30 days)	12% per annum	
N/A	Tour – Out-of-state group	\$100/bus	
N/A	Tour/Program – No show/cancellation <24 hours in advance	\$50/bus	
HCSC	Host Community Commercial Vehicle Surcharge	\$3/load	

*Only accepted with prior approval (for bulky rigid plastics, prior approval required for municipal and commercial loads only—not small vehicle loads): Contact us at 401-942-1430.

**\$35 Commercial Solid Waste Minimum = \$32 RIRRC charge + \$3.00 Host Community Commercial Vehicle Surcharge (HCCVS). RI Law § 23-19-13(g)(1) requires RIRRC to charge an additional \$3.00 fee per vehicle transaction, except for vehicles carrying municipal solid waste as defined by 23-19-5. All HCCVS fees are paid to the Town of Johnston. This fee appears as a separate charge on the truck slip.

***Commercial Solid Waste price is subject to change with 30 day notice provided to the customer.



Materials Acceptance Criteria

In order to ensure efficient operations and the proper receipt of materials, the following applies to all accepted materials, unless otherwise noted under that material's specific acceptance criteria.

1. **Fees:** See current Fee Schedule at www.rirrc.org/about/accepted-materials-pricing for pricing.
2. **Material Segregation:** Materials must arrive segregated, or upon arrival be segregated by the customer, according to the acceptance criteria for each individual material type listed in this document. Materials of different types delivered in mixed waste loads and not segregated by the customer upon arrival may be subject to rejection or accepted and charged in accordance with the current Fee Schedule (e.g. if your load contains recyclables and solid waste, the entire load will be charged at the higher rate).
3. **Small Vehicle Loads:** Residents and small contractors can deliver non-hazardous materials to Resource Recovery without an appointment (unless otherwise noted under that material's acceptance criteria) during normal operating hours (www.rirrc.org/about/location-hours).
4. **Municipal and Commercial Customer Loads:** Municipal and commercial customers can deliver non-hazardous materials directly to Resource Recovery without an appointment (unless otherwise noted under that material's acceptance criteria) during normal operating hours (www.rirrc.org/about/location-hours).
5. **Difficult to Manage Loads:** Loads that require extra or special handling by Resource Recovery personnel for proper disposal in the landfill are subject to a Load Handling Surcharge. This may include excavating a hole for special placement, watering to contain dust, etc. This does not apply to loads already subject to a special rate (e.g. fish loads, sludge loads, etc.) but to loads of materials such as dust, string, yarn, poles/beams greater than 4' in length, foam for landfilling, etc. Call the Scalehouse at 401-228-3102 for help determining if your load may be difficult to manage.
6. **Acceptable Items:** Loads must only contain acceptable items as defined under a specific material's acceptance criteria.
7. **Contaminants:** Loads containing more than 10% (unless otherwise specified under a specific material) by weight or volume of contaminants as defined under a specific material's acceptance criteria will be subject to a disposal fee and any equipment and/or rejection charges.
8. **Prohibitive items:** Loads containing any percentage of prohibitive items as listed under a specific material's acceptance criteria are subject to any of the following: immediate rejection, a disposal fee, equipment and/or rejection charges. Out-of-state waste, regulated hazardous waste, and regulated medical waste are banned from any type of acceptance at Resource Recovery. Televisions, computers (including monitors, computer towers, laptops and tablets), and mercury-added products are banned from landfill disposal.
9. **Local pick-up/drop-off options or disposal options outside of Resource Recovery:** Visit <http://atoz.rirrc.org>.

Attachment 4

This document contains Resource Recovery's Acceptance Criteria for the following materials:

Alternate Cover	3
Appliances ("White Goods")	3
Batteries	3
Boats/Vessels and Campers	3
Books and Media	4
Bulky Rigid Plastics	4
Cardboard (Oversized)	5
Christmas Greenery	6
Concrete/Asphalt/Brick/Rock	6
Construction & Demolition (C&D) Debris	6
Cooking Oil	7
Drums and Tanks	9
Electronic Waste (e-waste)	10
Fish Waste	10
Foam	10
Household Hazardous Waste	11
Leaf & Yard (L&Y) Debris	12
Mattresses/Box Springs (for Recycling)	13
Mixed Recycling (MRF)	14
Motor Oil and Filters	14
Plastic Bags and Film	18
Scrap Metal	19
Seaweed	19
Sharps, Household	20
Sheetrock	20
Shredded Paper	20
Sludge Ash	21
Sludge/Grit/Rags	21
Solid Waste	21
Solid Waste Soils	22
Street Sweepings	22
Textiles	22
Tires	23
Wood Pallets	23

Attachment 4

Alternate Cover

Customers wishing to have materials accepted as Alternative Cover must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Appliances (“White Goods”)

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Appliances delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Large appliances. Examples of items that fit the criteria, and are accepted, include:

Without CFC coolant (“Freon”):

- clothes dryers
- dishwashers
- stoves
- washing machines

With CFC coolant (“Freon”):

- air conditioners
- dehumidifiers
- freezers
- refrigerators
- water coolers

Batteries

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Batteries delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Extra-large batteries (e.g. car, motorcycle, boat, truck, lawn mower)

Boats/Vessels and Campers

Delivery – Customers wishing to deliver boats/vessels and campers must contact the Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available.

Acceptable – Boats/vessels and campers free of all hazardous fluids and materials including gas, diesel, hydraulic oil, motor oils, batteries, and/or propane. All tanks should be removed or aerated to remove any fumes that

Attachment 4

would cause a fire or explosion upon processing. Customer will be required to sign a release form indicating that the boat/camper/vessel is free of hazardous fluids or unaerated tanks.

Prohibited – Boats/campers/vessels that contain any hazardous materials or unaerated tanks; Out-of-state boats/campers/vessels; drivable motor homes; significantly oversized items (call Scalehouse at 401-228-3102 if you think your item might be significantly oversized).

Books and Media

Delivery – Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Books and media delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – (1) Dry, mold-free, mildew-free books and (2) CDs, DVDs, and VHS tapes that are professionally recorded (i.e. store-bought films versus recordings off of television)

Prohibitive items - Municipal and commercial customers with large amounts

Bulky Rigid Plastics

Delivery – Must arrive segregated, or upon arrival, be segregated by the customer. Bulky Rigid Plastics delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Bulky Rigid Plastics are not accepted in Mixed Recycling at the Materials Recycling Facility (MRF).

1. **Municipal and Commercial Loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Small Vehicle Loads:** Individual customers must deliver Bulky Rigid Plastics to the Small Vehicle Area or Tipping Facility, as directed by Weighmaster at Scalehouse.

Acceptable Items - Rigid plastic items must (1) be 100% rigid plastic with non-plastic parts removed, (2) be empty and free of all materials and liquids, (3) have never held hazardous materials or waste, (4) be no larger than a 95-gallon recycling/trash cart in size, but no smaller than a hard hat (approximately one cubic foot) and (5) not be 55-gallon drums. Examples of items that fit the criteria, and are accepted, include:

- Buckets/pails – *metal handles okay*
- Car seats – *fabric and metal parts removed*
- Hard hats – *interior lining removed*
- Large water cooler containers
- Laundry baskets
- Lawn furniture
- Milk/soda/beverage crates
- Plastic election campaign signs – *wire mounting stands removed*
- Plastic shelving
- Plastic toys larger than a hard hat
- Storage totes/bins/trays/lids
- Trash/recycling bins/compost bins
- Trash/recycling carts – *axles, wheels and metal handles removed*

Attachment 4

Contaminants – These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by Resource Recovery's buyer or cause problems in Resource Recovery's baler. No more than 10% of these are allowed in any load:

- Larger than 96-gallon cart: e.g. kiddie pools, sand boxes, playhouses, swing sets, plastic toys larger than a 96-gallon cart
- Smaller than a hard hat: e.g. action figures, toothbrushes, bottles, jugs, jars, cups
- Contain non-plastic parts: e.g. swimming pool filter housings; appliances with cords or electric motors, like vacuums
- Brittle plastics that may shatter or splinter upon compaction (e.g. acrylic)
- Automotive bumper covers and parts
- Black flower pots
- Coolers
- Drainage pipes and gutters
- Electronics casing from computers, keyboards, etc.
- Expanded Polystyrene ("Styrofoam")
- Fencing
- Hubcaps
- Landscape edging
- Pallets
- Pipes
- Power tool cases
- Siding
- Truck bed liners

Prohibitive items – These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't plastic: e.g. fiberglass, metal, wood, glass, concrete, brick, and any other non-plastic trash, including rigid plastic containers holding trash, liquids or other material
- Aren't rigid: e.g. garden hoses, plastic hoses or tubing, window blinds
- Are 55-gallon drums: Prohibited by plastics buyers due to Resource Conservation and Recovery Act (RCRA) regulations
- Contained hazardous materials/waste: e.g. automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers

Cardboard (Oversized)

Delivery - Must arrive segregated, or upon arrival, be segregated by the customer. Oversized cardboard delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Cardboard pieces larger than 3' x 5' are not accepted in Materials Recycling Facility (MRF) Mixed Recycling. Only 3' x 5' or smaller cardboard pieces can be delivered with Mixed Recycling.

1. **Municipal and Commercial Loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Attachment 4

2. **Small Vehicle Loads:** Individual customers must deliver oversized cardboard to the Small Vehicle Area or Tipping Facility, as directed by Weighmaster at Scalehouse.

Preparation – Empty and flatten all boxes; tape or labels OK

Acceptable – Cardboard of any size

Christmas Greenery

Delivery – Must be delivered to the Composting Operation and arrive segregated, or upon arrival, be segregated by the customer. Christmas Greenery delivered in mixed waste loads and not segregated by the customer will be charged as solid waste.

Acceptable – Real Christmas trees, wreath branches, and garland pieces that are loose (i.e. not contained in bags or netting or tied together with wire) and free of all trimmings (e.g. ornaments, tinsel, lights, wire, ties, wire frames, etc.)

Concrete/Asphalt/Brick/Rock

Delivery – Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Larger commercial loads will be directed to the stockpile location elsewhere on site. Combination concrete/asphalt/brick/rock loads are accepted. Concrete/asphalt/rock delivered in mixed waste loads with other materials and not segregated by the customer will be charged as solid waste and possibly be subject to the Load Handling Surcharge for hard to manage loads.

Acceptable – Concrete, asphalt, brick, and rock free of debris and litter

Construction & Demolition (C&D) Debris

Delivery - Must be delivered to Small Vehicle Area, Tipping Facility or Central Landfill, as directed by Weighmaster at Scalehouse. C&D is landfilled, but tracked separately for reporting purposes.

Acceptable* - (1) non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures and (2) uncontaminated solid waste resulting from land clearing with (3) less than 5% sheetrock/wallboard/drywall in a load, by volume, that is not (4) pre-processed in a way that renders individual waste components unrecognizable, such as pulverizing or shredding

Examples of items that fit the criteria, and are accepted, include:

- wood (including painted, treated and coated wood and wood products)
- land clearing debris
- wall coverings
- plaster
- sheetrock/wallboard/drywall (less than % 5 in a load, by volume)

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- plumbing fixtures
- non-asbestos insulation
- roofing shingles and other roofing coverings
- glass
- plastics that are not sealed in a manner that conceals other wastes
- buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom
- electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above

**Loads with greater than 10% of anything other than what is listed above as acceptable will not be tracked as C&D.*

Contaminants – Loads containing more than 10% of these will not be tracked as C&D, even if resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing:

- garbage
- corrugated container board
- carpeting
- furniture
- appliances
- tires
- containers greater than ten gallons in size

Prohibitive items – items regulated as hazardous waste; loads containing any percentage of these items will be subject to immediate rejection:

- asbestos waste
- electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers
- fluorescent lights
- 55-gallon drums
- any containers having more than one inch of residue remaining on the bottom
- fuel tanks

Cooking Oil

Delivery – Small amounts (less than 5 gallons) from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Cooking oil delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – 100% plant-based oil with no more than trace amounts of food particles. Examples of items that fit the criteria, and are accepted, include:

- vegetable oil
- corn oil

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- olive oil

Prohibitive items – municipal and commercial customers with large amounts

Drums and Tanks

Delivery – Must be delivered to the Central Landfill and arrive segregated, or upon arrival, be segregated by the customer.

Acceptable – Drums and Tanks with 1" or less of residue; Customer will be required to sign a release form indicating that the drums/tanks are "RCRA EMPTY." (RCRA = Resource Conservation and Recovery Act)

Preparation – All drums/tanks must be "RCRA EMPTY." According to the U.S. Environmental Protection Agency, EPA 40 CFR 261.7(b):

1. A container or inner liner removed from a container that held a non-acute hazardous waste is considered empty when:
 - a. All wastes have been removed that can be removed using commonly employed practices from that type of container, e.g. pouring, pumping, aspirating; AND
 - b. No more than 2.5 centimeters (1 inch) of residue remains on the bottom of the container or liner; OR
 - c. No more than 3 percent by weight of the total capacity of the container remains if the container is less than or equal to 110 gallons in size; OR
 - d. No more than 0.3 percent by weight of the total capacity of the container remains if the container is greater than 110 gallons in size
2. A container that has held a hazardous waste that is a compressed gas is empty when the pressure in the container approaches atmospheric pressure
3. A container or inner liner removed from a container that held an acute hazardous waste as listed in 40 CFR 261.31, .32, .33(e) is empty when:
 - a. The container or inner liner has been triple rinsed using a solvent capable of removing the commercial chemical product or manufacturing chemical intermediate
 - b. The container or inner liner has been cleaned by another method that has been shown in the scientific literature, or by tests conducted by the generator, to achieve equivalent removal; OR
 - c. In the case of a container, the inner liner that prevented contact of the commercial chemical product or manufacturing chemical intermediate with the container has been removed

Additionally, Resource Recovery requires that:

1. The tops of the containers are removed or a hole is cut into the container or drum large enough to allow a representative of Resource Recovery to safely inspect the inside to ensure "RCRA EMPTY."
2. All hazardous waste placards be removed or defaced (e.g. spray painted over)

Prohibitive items – Resource Recovery will reject any load that contains any drums or containers not "RCRA EMPTY."

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Electronic Waste (e-waste)

Delivery – E-waste must arrive segregated, or upon arrival, be segregated by the customer. Acceptable e-waste as defined below is banned from landfill disposal and will not be accepted in mixed waste loads.

1. **Small Vehicle Loads:** Individuals must deliver residential e-waste to the Small Vehicle Area.
2. **Commercial Loads:** No more than fifteen (15) acceptable units per commercial customer, per day. Commercial e-waste must be delivered to the Tip Facility.
3. **Municipal Loads:** Municipalities must only deliver acceptable residential e-waste that has been abandoned at their municipal transfer stations/public works yards, and must call ahead to arrange to pick-up two (2) empty “wrangler” (4’x4’x4’) boxes and pallets. The municipality may fill the wranglers with ONLY acceptable e-waste, as defined below, and must contact Resource Recovery to schedule a date for drop-off. Drop-offs are limited to one wrangler/month. This is for abandoned items only. It is not meant to replace permanent municipal drop-off programs.

Preparation –Do not pack acceptable e-waste in cardboard boxes and foam. Unplug and discard all cables and peripherals if still attached.

Acceptable – TVs and computers (including monitors, computer towers, laptops and tablets) free from any peripheral devices (e.g. no keyboards, printers, VCRs, etc.)

Prohibitive items - Commercial customers with more than 15 units

Fish Waste

Delivery – Dedicated loads of fish waste are only accepted Monday- Friday, 6 AM – 10 AM, and Saturdays 6 AM – 10 AM.

Preparation: Customer should take precautions to avoid any spillage of fish waste. Loads must be delivered in sealed containers. Containers visibly leaking will be barred from future disposal.

Acceptable – Dedicated and contained loads of untreated, unlined, raw fish waste from seafood processing facilities. The fish waste can be a combination of shellfish and fish waste.

Foam

Delivery – Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Foam delivered in mixed loads and not segregated by the customer will be charged as solid waste. Foam is not accepted in Mixed Recycling and should never be delivered or sent to the Materials Recycling Facility (MRF) for recycling.

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Preparation: Acceptable foam must be secured inside of clear or translucent plastic bags, with the exception of any oversized rigid packaging foam pieces that would one fit one-to-two pieces per clear trash bag (these can remain loose).

Acceptable – Clean, dry polystyrene foam. Examples of items that fit the criteria, and are accepted, include:

- Coffee cups
- Meat trays
- Take-out containers
- Rigid foam that protected items packaged in cardboard boxes

Prohibitive items – municipal and commercial customers with large amounts; in addition, these items either (1) do not fit the general acceptance criteria or (2) fit it, but are prohibited by our buyer.

- Loose foam not secured inside of clear or translucent plastic bags
- Spongy foam (i.e. foam that you can squeeze like “#1” Fan fingers or pool noodles)
- Foam packaging peanuts

Household Hazardous Waste

Delivery: Household Hazardous Waste (HHW) is accepted by appointment only, on certain Saturdays. To see the schedule and make an appointment visit www.rirrc.org/ecodepot or call 942-1430 x 241.

Origin: HHW must originate from a Rhode Island household. It cannot be from out-of-state, commercial, or industrial sources. Find options for out-of-state, commercial, or industrial hazardous waste disposal at www.rirrc.org/recycling-composting-disposal/hazardous-waste/non-residential.

Acceptable – Waste generated in a RI household that is (1) flammable, combustible, corrosive, toxic, poisonous, labeled with skull and crossbones, etc., (2) not marine flares, fireworks, or ammunition and (4) not more than four, triple-bagged, contractor-size bags of dampened asbestos. Examples of items that fit the criteria, and are accepted, include:

- | | |
|---|--|
| • Antifreeze | • Gasoline |
| • Arts and crafts chemicals | • Household pest and rat poisons |
| • Batteries (rechargeable and long-lasting) | • Houseplant insecticides |
| • Bug sprays | • Lawn chemicals, fertilizers and weed killers |
| • Charcoal lighter fluid | • Mercury thermostats |
| • Compact fluorescent light (CFL) bulbs | • Metal polishes |
| • Disinfectant | • Mothballs |
| • Drain clog dissolvers | • Motor oil and filters |
| • Driveway sealer | • Muriatic acid (concrete cleaner) |
| • Flea dips, sprays and collars | • Nail polishes and nail polish removers |
| • Fluorescent light bulbs and lamps | • Oven cleaner |

Attachment 4

- Paints, paint thinners, strippers, varnishes and stains
- Pool chemicals
- Propane tanks
- Rug and upholstery cleaners
- Shoe polish
- Turpentine
- Windshield wiper fluid

Prohibitive items – These items (1) clearly do not fit the general acceptance criteria and (2) may cause major problems for our workers. Loads containing any percentage of these items will be subject to immediate rejection:

- Out-of-state hazardous waste
- Commercial or industrial hazardous waste
- More than four (triple-bagged, contractor-size) bags of asbestos (dampened)
- Improperly prepared bags of asbestos
- Marine flares
- Fireworks
- Ammunition

Leaf & Yard (L&Y) Debris

Delivery - Must be delivered to the Compost Operation or Stump Container, as directed by Weighmaster at Scalehouse. L&Y Debris must arrive segregated, or upon arrival, be segregated by the customer. In addition, stumps must be segregated from other L&Y Debris. L&Y Debris delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Preparation - Acceptable L&Y Debris must be delivered loose or in paper leaf and lawn bags; large stumps must be segregated from all other L&Y Debris.

Acceptable – Brush and branches less than 2” inches in diameter, leaves, twigs, and grass clippings; larger stumps segregated from all other L&Y Debris.

Prohibitive items - These items (1) clearly do not fit the general acceptance criteria and (2) cause major problems for our system, or workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Larger stumps mixed in with brush and branches less than 2” inches in diameter
- Plastic bags: Leaf and yard inside plastic bags must be emptied out at the leaf and yard debris intake pile or will be charged as solid waste.
- Litter (e.g. coffee cups, plastic bottles, paper, plastic)

Mattresses/Box Springs (for Recycling)

Delivery – Acceptable Mattresses/Box Springs can arrive together, but acceptable Mattresses / Box Springs delivered in mixed waste loads with other materials, and not segregated by the customer, will be charged as Unrecoverable Mattresses/Box Springs.

1. **Municipal and large commercial loads** - Municipal and commercial customers must bring all dedicated loads of Mattresses/Box Springs for Recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island/>), and **not to Resource Recovery**.
2. **Small commercial loads** – Small commercial customers are encouraged to bring all dedicated loads of Mattresses/Box Springs for Recycling directly to an MRC Recycling Facility (<http://byebyemattress.com/rhode-island/>), and **not to Resource Recovery**. However, Resource Recovery will accept small commercial loads of Mattresses/Box Springs up to three (3) individual units provided the items are placed in the designated location, as directed.
3. **Small vehicle loads** – Individual customers must deliver Mattresses/Box Springs for Recycling to the Tip Facility. Customers are responsible for placing mattresses and box springs in the designated location, as directed, or they will be charged as solid waste. See current Fee Schedule for pricing.

Acceptable Mattresses – Any sleep surface (including used or renovated), that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and contains resilient material, such as steel innersprings, foam, fiber, or other filling or upholstery materials, used alone or in combination, regardless of size or shape.

Acceptable Box Springs: Any structure (including used or renovated) used to support a mattress or sleep surface that is (1) whole and intact, (2) dry, (3) not broken, twisted, damaged (must lie flat in container), (4) not contaminated with bed bugs, and (5) not severely contaminated with bodily fluids or odors, that is also (6) covered with ticking or fabric and comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, and includes both adjustable bases or foundations and stationary foundations.

Prohibitive items – These units either (1) clearly do not fit the general acceptance criteria or (2) fit it, but are not accepted in the Mattress Recycling Council program. The following will be charged as either Unrecoverable Mattresses/Box Springs or as Solid Waste, according to the current Fee Schedule:

Unrecoverable Mattresses/Box Springs:

- Disassembled units, or units from which materials, such as metal, have been removed
- Saturated or frozen units
- Units that are not ticking- or fabric-covered
- Broken, twisted, or damaged units that do not lie flat
- Units contaminated with bed bugs (must be wrapped in plastic and marked with “BB” on both sides prior to landfill disposal)
- Units severely contaminated with bodily fluids or strong odors

Solid Waste:

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- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- Crib and bassinet mattresses
- Juvenile products (e.g. carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers)
- Mattress pads
- Mattress toppers
- Pillows
- Sleeping bags
- Sofa beds
- Futons
- Collapsible roll-away beds
- Water beds that contain no upholstery material

Mixed Recycling (MRF)

Delivery - Must be delivered to the Materials Recycling Facility (municipal and commercial loads) or Small Vehicle Area (individual residents and small contractors). All acceptable Mixed Recycling materials can arrive mixed together. Mixed Recycling delivered in mixed waste loads with other materials, and not segregated by the customer, will be charged as solid waste.

Preparation - Resource Recovery expects customers to treat unprocessed comingled recyclables as a commodity during collection and delivery to the MRF to allow for proper sortation when processed through the MRF facility. Materials received in a condition inconsistent with the **moisture** and **compaction** standards below, or otherwise found objectionable by Resource Recovery staff, may be rejected as these issues contribute to cross-contamination, loss of quality recyclables, processing inefficiencies and higher residue rates. Rejected loads will be recoded as solid waste and the customer will be subject to the appropriate fee and other surcharges including equipment usage fees.

Excessive Moisture: Customers shall ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet or contain an excessive amount of snow, ice or frozen material to process shall be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

Excessive Compaction: While balancing the utilization of the hauling vehicle's maximum load capacity, the customer shall prevent the excessive compaction of material to be delivered to the MRF. Loads that have been subject to excessive compaction cannot be sorted properly causing excess residue and/or contamination. Resource Recovery recommends a 2.5:1 maximum compaction ratio to reduce MRF residue and preserve commodity values. Using data from the 2016 EPA Volume to Weight conversion table, single family comingled recyclables average 126 pounds per cubic yard (e.g. a vehicle with 30 yards capacity should not exceed 5 tons of residential single stream material). Loads that are found to be excessively compacted and unsuitable for processing may be subject to rejection. Such determination shall be made by Resource Recovery and shall be binding.

Attachment 4

No Bagging/Bundling: All materials must arrive loose (i.e. not be in plastic bags, leaf and lawn bags, cardboard boxes or bundled together). Materials received in bags will be treated as solid waste and disposed of as residue regardless of the recyclability of the items within the bags.

Acceptable – Materials must be (1) commingled plastic, glass, metal, and paper/cardboard items that follow the acceptance criteria outlined below, by material type, (2) dedicated loads of acceptable material types, with advance notice for dedicated glass loads, (3) no more than 50% glass by weight in any mixed load, (4) free from excessive moisture, (5) loose, and (6) free from excessive compaction.

Contaminants - These items either (1) do not fit the general acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

	Acceptable	Contaminants
Plastic	<p>Plastic items must be empty containers that never held flammable liquid, 5 gallons in size or smaller. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Jars (e.g. peanut butter, mayo) • Jugs (e.g. milk, juice, detergent) • Tubs (e.g. ice cream, margarine) • Bottles (e.g. soda, shampoo) • Cups (e.g. iced coffee) • Clamshells (i.e. clear plastic take-out containers) • Cartons (i.e. plastic egg cartons) • Blister packaging (i.e. containers molded into the shape of the consumer product it holds) 	<ul style="list-style-type: none"> • Any plastic item that is not a container (e.g. hangers, toys, VHS tapes, shelving) • <i>(Any plastic container that held hazardous liquid - see Prohibitives below.)</i> • Any plastic container, larger than 5 gallons in size (e.g. large plastic storage totes) • Containers that aren't empty • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. foil-plastic juice pouches, snack bags, candy wrappers, yogurt tops) • Styrofoam containers (e.g. cups, take-out containers, coolers, etc.) • Compostable containers (labeled "compostable," "biodegradable," or "PLA") • Containers that crinkle or tear easily (e.g. plant plug trays) • Containers that shatter (e.g. CD cases)
Metal	<p>Metal items must be empty cans/lids or clean foil. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Aluminum beverage cans/bottles • Aluminum cat food cans • Steel/tin food cans • Aerosol cans (depressed nozzle results in no product/air/noise) • Aluminum foil • Aluminum pie plates and serving dishes 	<ul style="list-style-type: none"> • Any metal items that aren't cans/lids or foil (e.g. wire hangers, pots, pans) • Cans that aren't empty • Foil that is not clean • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. juice pouches, snack bags, candy wrappers, yogurt tops)

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	Acceptable	Contaminants
Glass	<p>Glass items must be empty bottles or jars. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Drink bottles (e.g. soda, juice, tea, beer, wine) • Food jars (e.g. sauce, jam/jelly, condiments, baby food) 	<ul style="list-style-type: none"> • Any glass items that aren't bottles or jars (e.g. lightbulbs, windows, drinking glasses, bowls, ceramics) • Glass bottles and jars that aren't empty • Hybrid items made up of near equal parts of different materials or 3+ different materials (e.g. ½ glass ½ plastic pepper grinder) • <i>Though broken glass bottles and jars are accepted, Resource Recovery continues to advise those cities, towns, businesses, or institutions with manual collection to refrain from putting broken glass bottles or jars in their recycling for the protection of custodial staff and curbside haulers.</i>
Paper/ Cardboard/ Cartons	<p>Paper and cardboard must be (1) reasonably clean, dry, and flat (some grease on cardboard pizza boxes is OK); (2) in pieces no larger than 3' x 5'; Cartons must be (1) empty and (2) not crushed completely flat. Examples of items that fit the criteria, and are accepted, include:</p> <ul style="list-style-type: none"> • Books (soft-covered or with hard cover removed) • Cartons - Gabletop (e.g. milk, creamer, juice) • Cartons - Aseptic (e.g. soy milk, broth, juice boxes) • Corrugated cardboard (up to 3' x 5', flattened) • Egg cartons • Envelopes • 100% paper gift bags with handles removed • Magazines / catalogs • Newspaper • Notebooks • Office paper • Paperboard boxes (e.g. food boxes, shoe boxes) • Paper towel inner tubes • Wrapping paper 	<ul style="list-style-type: none"> • Paper/Cardboard that isn't clean (some grease on cardboard pizza boxes OK) • Paper/Cardboard that isn't reasonably dry • Cardboard pieces larger than 3' x 5' should be cut down to size • Hybrid items made up of near equal part of different materials or 3+ different materials (e.g. photographs, cigarette packs, bubble wrap padded envelopes, nut canisters, three ring binders) • Sanitary paper (e.g. napkins, tissues, or paper towels) • Shredded paper • Wet-strength cardboard (e.g. soda boxes, six-pack carriers, frozen food boxes, paper coffee beverage/soup cups, soap or laundry detergent boxes) • Wax coated or wire reinforced cardboard (e.g. boxes used to transport fresh produce)

Attachment 4

Prohibitive items - These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Aren't loose (i.e. any bagged materials, including bagged recycling and bagged municipal or commercial solid waste, any materials that are excessively compacted.)
- Aren't empty (i.e. any container still containing hazardous waste, pressurized contents, or unknown contents)
- Aren't reasonably dry (i.e. material that has been coated by liquids such as paint, petroleum or chemicals)
- Aren't: (1) plastic containers that never carried flammable liquid, (2) metal cans/lids or foil, (3) glass bottles or jars, (3) paper, cardboard, or cartons, for example:
 - Plastic film: e.g. plastic bags, bubble wrap, shrink wrap
 - Organics: e.g. food waste, cooking oil-soaked materials, pet waste, human waste, deceased animals, and yard waste such as leaves, branches, stones, mulch, dirt / potting soil, grass clippings, flowers, plants and weeds
 - Textiles: e.g. clothing, towels, blankets, sheets, linens, luggage, backpacks, tote bags and footwear
 - Construction and demolition debris: e.g. windows, siding, tile, gutters, shingles, pipe, drywall concrete, brick, gravel, wood, sawdust, dirt, sand
 - Medical/biological waste: e.g. hypodermic needles, auto-injection pens and lancets, intravenous (IV) tubing and bags, oxygen respiration tubing and masks, soiled diapers/changing pads
 - Explosives/flammables/combustibles: e.g. firearms, ammunition, fireworks, cylinders/tanks including but not limited to propane/acetylene/oxygen/helium, and containers labeled as having one time contained flammable fluids such as automotive fluid containers; chemical containers; gasoline/petroleum product cans or containers; paint product cans or buckets; paint/stripper/thinner/varnish containers; pesticide/herbicide/insecticide containers).
 - Items that wrap / can be tied in a knot: e.g. string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and nets
 - Bulky/special waste: e.g. electronic items like printers and laptops, appliances like A/C units and microwaves, furniture, exercise equipment
 - Dangerous ferrous and non-ferrous scrap metal: e.g. sheet metal, pipe, auto parts-such as brake rotors/brake drums, wheels, structural steel such as rebar, angle iron, channel steel, tools, knives, razor blades, saw blades, drill bits, nails/screws
 - Lithium Batteries/Lithium Ion Batteries: Loose or installed in a device.

Motor Oil and Filters

Delivery – Small amounts (up to 10 gallons) from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Motor oil and filters delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – Less than 10 gallons of new and used oil motor oil and filters from cars, motorcycles, boats, trucks, lawnmowers, etc.

Prohibitive items – Municipal and commercial customers with large amounts

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Plastic Bags and Film

Delivery – Plastic bags and film must arrive segregated, or upon arrival, be segregated by the customer. Plastic Bags and Film delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Plastic bags and film are not accepted in Materials Recycling Facility (MRF) Mixed Recycling. They must be segregated from all other materials.

1. **Small vehicle loads:** There is no collection container for plastic bags and film in the Small Vehicle Are (SVA). Individual customers with small amounts should utilize the plastic bag and film collection containers located in large grocery, pharmacy, or big-box stores in RI. Individual customers wishing to deliver large amounts must contact the Resource Recovery MRF 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Municipal and commercial loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF 401-228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable Items – Plastic bags and film must be (1) empty, (2) clean, (2) dry, and (3) capable of stretching over your thumb (even just a little). Plastic bags and film should never be delivered mixed with Materials Recycling Facility (MRF) Mixed Recycling. Examples of items that fit the criteria, and are accepted, include:

- Airpacks (from shipped packages)
- Bread/bagel bags
- Bubble wrap
- Cereal box liners
- Dry cleaning bags
- Electronic overwrap
- Mattress bags
- Newspaper bags
- Paper towel and toilet paper overwrap
- Pellet/firewood bags
- Produce bags
- Sandwich bags (pull any hard zippers off first).
- Shopping bags
- Shrink wrap from cases of beverages

Contaminants – These items either (1) do not fit the acceptance criteria or (2) fit it, but are not accepted by our buyer(s). No more than 10% of these are allowed in any load:

- Don't stretch: (e.g. cellophane wrapping, vinyl bags, microwave-ready bags)
- Clingy food wrap
- Fertilizer and pesticide bags
- Bags labeled "biodegradable" or "compostable"

Attachment 4

Scrap Metal

Delivery - Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Scrap metal delivered in mixed loads and not segregated by the customer will be charged as solid waste. Scrap metal is not accepted in Materials Recycling Facility (MRF) Mixed Recycling and should never be delivered or sent to the MRF for recycling.

Preparation – (1) Always remove as much non-metal from scrap items as possible (plastic, foam, textile, etc.); (2) Sharp ends on scrap items such as knives must be covered with thick tape (masking, electrical, duct) or a piece of folded cardboard; (3) Fluids must be drained from lawn/garden power equipment and any batteries must be removed.

Acceptable: Scrap metal items that are 100% metal. Scrap metal items that are less than 100% metal are evaluated on a case-by-case basis. Examples of items that fit the criteria, and are accepted, include:

- auto parts
- car jacks
- chain link fencing
- filing cabinets
- golf clubs
- grills/grill plates
- keys
- lawn mowers – drained of fluids
- lawn mower blades
- license plates
- nails and screws
- nuts and bolts
- pipes
- pots and pans
- tools
- shower heads
- shower rods
- snow blowers – drained of fluids

Seaweed

Delivery: Municipal customers wishing to deliver dedicated loads must contact the Resource Recovery Scalehouse at 401-228-3102 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.

Acceptable – Seaweed (i.e. marine plants and algae)

Contaminants – Because municipal customers are allowed to deliver seaweed under the Municipal L&Y Debris Cap, no more than 10% of these are allowed in any municipal load:

- Debris/litter

Sharps, Household

Delivery: Sharps are accepted by appointment only, on certain Saturdays. To see the schedule and make an appointment visit www.rirrc.org/ecodepot or call 942-1430 x 241.

Origin: Sharps must originate from a Rhode Island household. They cannot be from out-of-state, commercial, or industrial sources. Find options for out-of-state, commercial, or industrial hazardous waste disposal at www.rirrc.org/recycling-composting-disposal/hazardous-waste/non-residential.

Acceptable - Puncture-proof plastic containers containing home-generated medical sharps (needles, syringes, lancets) that have been taped shut, labeled "sharps," and kept in the front seat of a vehicle (separate from any other Household Hazardous Waste) at the time of delivery to an Eco-Depot collection event.

Prohibitive items – Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility:

- Sharps from any out-of-state source
- Sharps from any commercial or industrial source
- Improperly prepared sharps

Sheetrock

Delivery - Must be delivered to the Small Vehicle Area, Tipping Facility or Central Landfill, as directed by Weighmaster at Scalehouse. Sheetrock is landfilled, but tracked separately for reporting purposes.

Acceptable* – Sheetrock (i.e. plasterboard made of gypsum layered between sheets of heavy paper)

**Loads with greater than 10% of anything other than what is listed above as acceptable will not be tracked as sheetrock material.*

Shredded Paper

Delivery – Must arrive segregated, or upon arrival, be segregated by the customer. Shredded paper delivered in mixed waste loads and not segregated by the customer will be charged as solid waste. Shredded paper is not accepted in Mixed Recycling and should never be delivered or sent to the Materials Recycling Facility for recycling.

1. **Municipal and Commercial Loads:** Municipal and commercial customers wishing to deliver dedicated loads must contact the Resource Recovery MRF (401) 228-3187 twenty four (24) hours in advance to schedule a delivery time window. Loads not scheduled will be held until tipping area is available or will be subject to rejection and/or a disposal fee.
2. **Small Vehicle Loads:** Individual customers must deliver shredded paper to the Small Vehicle Area.

Attachment 4

Preparation – Shredded paper must be secured in a bag prior to placement in the container.

Acceptable – Pre-shredded sensitive documents; trace amounts of shredded staples, paper clips, tape, etc. If you are looking to have sensitive documents shredded, look for events listed on www.rirrc.org.

Sludge Ash

Customers wishing to deliver sludge ash must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Delivery – Must be delivered to the Central Landfill

Acceptable – Sludge ash (i.e. by-product produced during the combustion of dewatered sewage sludge in an incinerator).

Preparation - No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Sludge/Grit/Rags

Customers wishing to deliver sludge must contact Resource Recovery directly for detailed testing criteria: www.rirrc.org/contact-us or 942-1430.

Delivery – Dedicated loads of sludge/grit/rags are only accepted Monday- Friday, 6 AM – 11 AM, and Saturdays 6 AM – 9 AM. Prior notification is only required when regular sludge/grit/rag customers will be delivering a higher-than-typical volume.

Preparation - Customer should take precautions to avoid any spillage of sludge waste. Loads must be delivered in sealed containers. Containers visibly leaking will be barred from future disposal.

Acceptable – In state residual, semi-solid material that is produced as a by-product during sewage treatment of municipal wastewater; grit and rags captured during the treatment of sludge are accepted. Sewage sludge material produced from the treatment of industrial wastewater is subject to pre-approval from Resource Recovery.

Solid Waste

Delivery - Must be delivered to the Small Vehicle Area, Tipping Facility, or Central Landfill, as directed by Weighmaster at Scalehouse.

Acceptable: Solid waste generated in RI, free of all banned materials. Banned materials include:

- Out-of-state waste (\$50,000 fine)
- Regulated Hazardous Waste

Attachment 4

- Regulated Medical Waste
- Televisions
- Computers (including monitors, computer towers, laptops and tablets)
- Mercury-added products

Prohibitive items – Loads containing any percentage of these items will be subject to immediate rejection, and must be removed from the facility.

- Out-of-state waste (\$50,000 fine)
- All other banned materials listed above.

Solid Waste Soils

Delivery – Must be delivered to the Central Landfill

Acceptable – Soils not accepted as Alternate Cover (see *Alternate Cover*).

Preparation - No dust nuisance should be caused upon tipping; Load Handling Surcharge fee applies to loads that create a dust nuisance.

Street Sweepings

Delivery – Must be delivered to the Central Landfill

Acceptable – Sand that was used on streets, roads, highways and parking areas, both public and private, and that is ultimately swept or cleaned; may be mixed with residual salt during winter storm operations

Contaminants – Contaminated street sweepings will be charged as Solid Waste. The following items do not fit the general acceptance criteria. No more than 10% of these are allowed in any load:

- Trash, debris or other items not typically found in streets, roads, highways and parking areas
- Storm water catch basin, manhole, or inlet cleanings

Textiles

Delivery: Small amounts from individual customers only; must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Textiles delivered in mixed loads and not segregated by the customer will be charged as solid waste. Textiles are not accepted in Materials Recycling Facility (MRF) Mixed Recycling and should never be delivered or sent to the MRF for recycling.

Preparation: Textiles must be bagged in plastic bags prior to placement in clothing/textile bin.

Attachment 4

Acceptable – Clean, dry, odorless textiles, including non-apparel and worn/torn/stained items. Examples of items that fit the criteria, and are accepted, include:

- Bedding/sheets/comforters
- Belts
- Clothing
- Costumes
- Curtains
- Hats
- Pet beds and clothing
- Pillows
- Purses
- Scarves
- Shoes/boots/slippers
- Swimsuits
- Table cloths and cloth napkins
- Ties
- Towels
- Undergarments

Contaminants - These items fit the general acceptance criteria, but are not accepted by Resource Recovery's recycler.

- Rugs/carpeting
- Rags ever used for hazardous waste residue (e.g. motor oil, paint)
- Things that wrap (yarn, string)

Prohibited items - Municipal and commercial customers with large amounts

Tires

Delivery: Must be delivered to the Small Vehicle Area and arrive segregated, or upon arrival, be segregated by the customer. Tires delivered in mixed loads and not segregated by the customer will be charged per unit in addition to the solid waste fee.

Acceptable – Tires from cars, motorcycles, trucks, and bicycles; oversized tires are also accepted at a separate rate. See current Fee Schedule for pricing.

Prohibited: Forklift tires

Wood Pallets

Delivery: Must be delivered to the wood pallet drop-off area and arrive segregated, or upon arrival, be segregated by the customer. Wood pallets delivered in mixed loads and not segregated by the customer will be charged as solid waste.

Acceptable – Clean wooden pallets free of any paint, banding, bolts, or metal

Prohibitive items – These items (1) clearly do not fit the acceptance criteria and (2) cause major problems for our system, workers, and/or our buyer(s). Loads containing any percentage of these items will be subject to immediate rejection:

- Unclean pallets (e.g. pallets with paint, banding, bolts, metal, etc.)
- Non-pallet wood items (e.g. plywood, lumber, stumps, firewood, branches, etc.)

Last updated: 02/23/2017; visit www.rirrc.org for latest version.



Municipal Mixed Recycling Transfer Policy

PURPOSE

The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (Resource Recovery) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Resource Recovery Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.

SCOPE

The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Resource Recovery MRF.

OBJECTIVES

The objectives of this policy are to: 1) protect the public's investment in the Resource Recovery MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.

DEFINITIONS

For the purposes of this policy, all definitions contained in the RI Department of Environmental Management *Rules And Regulations For Composting Facilities And Solid Waste Management Facilities* (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.

"Municipal Transfer Station" - shall mean a transfer station accepting materials from one, and only one, municipality and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in Resource Recovery's view. In such case, the municipalities involved must have a written agreement, on file with Resource Recovery and signed by the appropriate officials from municipalities, indicating the responsible party for billing and crediting purposes.

"Regional Transfer Station" - shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.

Attachment 5

"Transfer" - shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement to another solid waste management facility.

POLICY

All municipalities utilizing transfer stations or recycling centers for shipping recyclable material to the Resource Recovery MRF must have written approval from Resource Recovery and be signatory to a Resource Recovery Solid Waste and Recycling Services Agreement. It remains the responsibility of the municipality to ensure the quality, and prevent loss of recyclable materials delivered to the Resource Recovery MRF.

Municipalities requesting permission to transfer recyclables must demonstrate that a significant cost savings can be achieved (i.e., the distance to the Resource Recovery MRF is great enough to warrant transfer).

Resource Recovery requires that all transfer stations and recycling centers utilized in the transfer of municipal recyclables to the Resource Recovery C MRF to have the following: 1) a current and valid RI Department of Environmental Management (RIDEM) operating license including a RIDEM approved operating plan for transfer stations, or in the case of recycling centers, a letter of approval from RIDEM; 2) Resource Recovery approval of any and all equipment used in the storage and handling of recyclable materials including but not limited to compacting equipment, roll-off containers and tipping ramps and platforms; and 3) a written agreement allowing Resource Recovery to perform unannounced inspections of the facility upon issuance of a written notice by Resource Recovery. This notice shall contain the justification for such inspections and the time interval that the inspections will last.

Additional requirements for regional transfer stations include: 1) a working and calibrated weighing facility; 2) a plan, approved by Resource Recovery, for transferring weight transaction information to Resource Recovery for accounting purposes including a means for verification of transaction weights by the appropriate municipal officers; and 3) written agreement to allow for inspections and periodic auditing of weight transaction records by Resource Recovery personnel.

Certification for the transfer of municipal recyclables will be issued for a period of time so that the expiration will coincide with the expiration of the RIDEM operating license for the transfer station utilized by the municipality.

PROCEDURE

The municipality is responsible for developing a plan to prevent contamination and loss of recyclable materials. All municipalities that transfer recyclable material to the Resource Recovery MRF via a transfer station or recycling center shall submit a written request to the Resource Recovery Director of Policy and Programs for approval to transfer municipal recyclables.

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible for the operation of said transfer station or recycling facility; 2) copies of RIDEM license and operating plans for the facility; 3) if not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and

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Attachment 5

tipping ramps and platforms used in the handling and storage of recyclable material to be processed at the Resource Recovery MRF.

Requests pertaining to regional transfer stations must also include: 1) a plan for the bi-annual calibration and certification of weighing facilities; 2) a plan describing means or mechanisms for keeping municipal materials separate from commercial materials; and 3) a plan for the transfer of weight transaction information to Resource Recovery for accounting purposes, including a means for verification of weight transaction information by the appropriate municipal officers.

Upon receipt of a request, the Resource Recovery Director of Policy and Programs will arrange to inspect the facility (within 30 business days). The inspection will consist of, but not be limited to, visual inspection of the recyclable handling process including tipping and compacting of recyclable materials, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the approval criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows Resource Recovery personnel access, at any time, to all facilities associated with the handling and storage of recyclable materials to be processed at the Resource Recovery MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the Resource Recovery Director of Policy and Programs, must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable material, is found to be in non-compliance with any of the provisions contained in: the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such municipalities will be notified immediately by the Resource Recovery Director of Policy and Programs, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for such revocation.

EXCEPTIONS

The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The municipality is responsible for the preparation of the explanation and justification for the exception.

ATTACHMENTS

Attachment 1: Board Resolution.

Attachment 2: Referenced Correspondence.

AUTHORITY TO GRANT EXCEPTIONS

The Executive Director is authorized to grant exceptions to this policy.

EFFECTIVE DATE:

October 21st, 1998; Note: Every request to transfer must be presented to the Board of Commissioners for approval.



Municipal Leaf and Yard Debris Cap Sharing Policy

POLICY

- Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- Resource Recovery will administer all provisions of this policy.

SCOPE

- This policy applies to all Rhode Island municipalities.

RESPONSIBILITY

- The Executive Director has overall responsibility for this policy.
- The Director of Policy and Programs is responsible for the implementation of this policy.
- The Municipal Program Coordinator is responsible for the daily administration of this policy.
- The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- The Municipalities are responsible for initiating the cap transfer process amongst themselves.

GENERAL GUIDELINES

- Resource Recovery shall allow L&Y cap transfers as described below.
- Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.
- A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.

Last updated: 02/08/2017; visit www.rirrc.org for most up-to-date version.

Attachment 6

- Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
- Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
- L&Y cap shall not be transferred from one fiscal year to another.
- L&Y cap shall not be borrowed from subsequent fiscal years.
- Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
- Municipalities are under no obligation to transfer L&Y cap.

LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

Resource Recovery Process

- Resource Recovery will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:
 - Municipality Name
 - Original L&Y Cap Amount
 - L&Y Cap Amount Available for Transfer
 - L&Y Cap Amount Available to Receive
- Resource Recovery shall process transfers according to the "Municipal Process" laid out below
- Resource Recovery shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- Resource Recovery shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

Municipal Process

- Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Municipal Program Coordinator and the Scalehouse and Customer Service Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- The Owner shall sign the Requestor's form indicating approval to transfer the L&Y cap amount from the Owner's municipal L&Y cap to the Requestor's municipal L&Y cap.
- Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If

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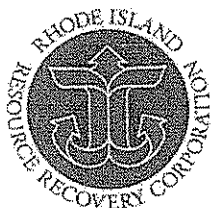
Attachment 6

illegible, Resource Recovery reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

- U.S. Postal Service addressed to:
RI Resource Recovery
65 Shun Pike
Johnston, RI 02919
Attn: Scalehouse and Customer Service Manager
- Fax to:
942-0239
Attn: Scalehouse and Customer Service Manager
- Email to:
scalehouse@rirrc.org
- Hand deliver to Scalehouse and Customer Service Manager

RESOURCE RECOVERY SCALEHOUSE PROCESS

- Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse and Customer Service Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- The Scalehouse and Customer Service Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- The Scalehouse and Customer Service Manager shall provide an updated L&Y cap list to the the Municipal Program Coordinator for distribution to the municipalities.
- A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



MUNICIPAL LEAF & YARD DEBRIS CAP TRANSFER FORM

Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (Resource Recovery) has established a program to facilitate the transfer of municipal leaf and yard (L&Y) debris cap amongst Rhode Island municipalities. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.

Please complete the Municipal Sections of this form, and transmit when completed to the Scalehouse and Customer Service Manager, via any method below:

Fax: 401-942-0239 OR Email: scalehouse@rirrc.org OR US Mail: 65 Shun Pike, Johnston, RI 02919

MUNICIPAL SECTION

Requestor:

The City/Town of _____ requests a transfer of L&Y Debris Cap in the amount of _____ tons from the City/Town of _____.

Municipal Official's Signature

Name Printed

Date

Owner/Approver:

The City/Town of _____ approves the transfer of L&Y Debris Cap in the amount of _____ tons to the City/Town of _____.

Municipal Official's Signature

Name Printed

Date

RIRRC Use Only

Date Cap Transferred: _____

Scalehouse Signature: _____



Compost Distribution Policy

Rhode Island Resource Recovery (Resource Recovery) Class A Rhode Island Compost (finished compost) is approved for use in certified organic crop production, and is a great addition to fields/grass, flowerbeds, and vegetable gardens. Using compost to replace or reduce reliance on synthetic fertilizers is also a cost-effective way to help the environment.

Pursuant to RIGL § 23-19-3 (17) and the Solid Waste and Recycling Services Agreement FY15-17, Resource Recovery may periodically make finished compost available to municipalities at no charge.

MUNICIPAL GUIDELINES AND PROCEDURES

Municipal Eligibility: Finished compost will be available free of charge to those municipalities with a current signed Solid Waste and Recycling Services Agreement who have also delivered leaf and yard waste to Resource Recovery during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, Resource Recovery will provide notice and the municipalities will be allowed to pick up free compost for their use.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 1,000 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

Requests: Municipalities should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.

Use: Finished compost must be used for a municipal project, such as use in fields, flower beds/planters, school gardens, etc. It may not be given away to residents or sold in any way.

Approval & Pickup: To the Municipal Program Coordinator, a brief written or verbal description of planned use must be given. Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because the municipality is not eligible, the proposed use is not a municipal project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Attachment 7

RI Public Schools: When Resource Recovery is approached by a Rhode Island Public School for finished compost, we will direct them to their municipality first. The municipality may choose to help the school by donating finished compost as a result of their municipal-run compost operation or may agree to donate some of their own finished compost made available by Resource Recovery through the abovementioned municipal guidelines. If the municipality is unable to help the school by giving their own finished compost or allotting some of their finished compost from Resource Recovery, the school may ask Resource Recovery under the RI Public School Finished Compost Guidelines (below).

RI PUBLIC SCHOOL FINISHED COMPOST GUIDELINES

RI Public School Eligibility: After municipal options are exhausted, RI Public Schools may directly approach Resource Recovery. Resource Recovery will make 500 cubic yards of compost available to Rhode Island Public Schools for use in school projects such as school gardens, planting trees, and other approved projects.

Availability: Upon Resource Recovery's announcement of available finished compost, up to 500 cubic yards of finished compost will be available on a first come, first served basis during the calendar year. This 500 cubic yards will be separate from the 1,000 cubic yards available to municipalities. Even after Resource Recovery has notified eligible municipalities, there may be periods where compost is not available.

Requests: After RI Public Schools have approached their municipality and the city/town is unable to help, schools should direct requests to the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.

Approval & Pickup: To the Municipal Program Coordinator, a brief written or verbal description of planned use must be given. Within 48 hours of initial request, the request will be approved or denied with notification by phone or email. Requests may be denied because: the school has not applied through the municipality, the proposed use is not a school project, or wholesale needs are anticipated. Requests may be placed on hold if there is no finished compost available at the time of request.

Use: Finished compost must be used for a school project, such as use in school gardens, planting trees, and other approved projects. It may not be given away or sold in any way.

Project Completion: Upon completion of municipal or school projects, pictures of the process or finished project should be submitted to the Municipal Program Coordinator. These photos may be used to promote our Class A Rhode Island Compost.

Should you have any questions, please contact the Municipal Program Coordinator by email at municipal@rirrc.org or by phone at 942-1430 x252.



RECYCLING PROFIT SHARE REPORTING FORM

Pursuant to our agreements, Rhode Island Resource Recovery Corporation (Resource Recovery) requires that municipalities use profit share funds to further enhance and expand the municipal recycling and diversion program. Municipalities must also complete this form for the previous fiscal year's profit share funds use by August 1.

Please complete the form (and attach additional pages if needed) to municipal@rirrc.org or fax to (401) 946-5174 by August 1. Please email us if you are having trouble filling out this pdf form.

City/Town of: _____

Name of person submitting report: _____

Amount of Profit Share being reported on: _____

ACTIVITY	AMOUNT USED	BENEFIT TO COMMUNITY / ANTICIPATED OUTCOME

TOTAL AMOUNT USED	AMOUNT REMAINING	WHERE ARE REMAINING FUNDS BEING KEPT?



Grantmaking Policy

From time to time, and when finances allow, the Board of Commissioners of the Rhode Island Resource Recovery Corporation (Resource Recovery) may make available funding for municipal grant requests which conform to the following guidelines. The municipal grant requests shall be restricted to a fiscal year basis (July 1-June 30) according to the schedule outlined below. The total amount available for grants will vary from year to year, but shall be a minimum of \$50,000.00.

The grants shall be competitively sought. Project-based grants shall be matched by the municipality on a dollar-for-dollar basis, and training-based grants will fund the cost of the training program only. The following procedure and submission guidelines constitute the grant program.

MISSION STATEMENT

The mission of the Rhode Island Resource Recovery Corporation is to provide safe, environmentally compliant, clean and affordable solid waste and recycling services for the Rhode Island community.

OBJECTIVES

Resource Recovery, when budget allows, is committed to supporting programs that:

- Dramatically improve recycling participation and education in the state of Rhode Island;
- Conserve space in the Rhode Island Central Landfill for non-organic, non-recyclable waste;
- Teach Rhode Islanders to prevent waste; and
- Help all Rhode Islanders to dispose of waste appropriately.

SCOPE

Resource Recovery gives priority consideration for its grants to programs and services that:

- Promote our mission;
- Promote source reduction, recycling, waste prevention, and reuse of materials;
- Educate Rhode Islanders to understand recycling and solid waste management principles;
- Encourage Rhode Islanders to participate in such programs.

FUNDING

Funding priority is given to projects that:

Attachment 9

- Support municipally based programs for recycling and waste diversion.
- Initiate recycling programs for public-private partnerships.
- Divert significant amounts of solid waste materials from land filling to reuse, recycling or composting programs.
- Directly affect the people they serve or employ.
- Show a high likelihood of success and potential to be replicated.
- Are focused on long-range solutions to solid waste diversion challenges.
- Provide investment in employees to attend professional trainings, conferences, seminars or workshops such as those offered by the Solid Waste Association of North America (SWANA), Maine Compost School, Northeast Waste Management Officials' Association (NEWMOA), Northeast Recycling Council (NERC), Product Stewardship Institute (PSI) or other trainings that promote waste reduction, diversion and recycling, as approved by Resource Recovery. These can be in person or online, such as a webinar.

FUNDING RESTRICTIONS

Resource Recovery does not fund organizations that discriminate based on age, race, color, sex, sexual orientation, religion, national origin, disability, family status, or ancestry.

Project based grants may be for a one-time expenditure, such as for recycling carts for athletic fields, or for ongoing educational support materials, such as residential direct mailings about municipal recycling and diversion programs. All requests will be evaluated against the guidelines above.

Grant funding can also provide ongoing partial support for municipal recycling coordinators.

Each request must include a dollar-for-dollar matching financial investment in the project by the applicant to ensure commitment, shared responsibility, and sustainability.

Maximum Grant Awards, Per Municipality, Per Fiscal Year, and Matching Requirements:

- For project-based grants: \$5,000.00. **Each request must include a dollar-for-dollar matching financial investment** in the project by the applicant to ensure commitment, shared responsibility, and sustainability.
- For training-based grants: \$2,000.00, for the cost of the training class or program only. This does NOT need to demonstrate a dollar-for-dollar match, but rather, the municipality must be aware of other costs associated with the training.

Grant applications are considered on a competitive basis. Resource Recovery reserves the right to fully fund, partially fund, or deny funding requests. No applicant is guaranteed funding at any level, even if all basic criteria have been met. Prior funding does not guarantee support in current or future years. **Applicants may submit one application for a project-based grant and one application for a training-based grant, per fiscal year.** The training grant may list multiple training opportunities which the municipality is interested in pursuing, however the total training budget may not exceed \$2,000.

In addition, Resource Recovery does not fund the following unless they are attempting waste prevention programs that meet the above stated objectives and criteria:

Attachment 9

- Individuals
- Fairs, festivals, tournaments, or other non-program based events
- Religious organizations
- Labor, fraternal, and veterans organizations
- Political or legislative organizations, campaigns, or projects
- Underwriting conferences
- Trips and tours
- Historic preservation
- Capital replacement or building costs
- Memorial campaigns or Endowments
- Meals, incidentals, lodging, travel expenses (including but not limited to mileage reimbursements, airfare, etc.), and test fees, related to approved trainings.
- Trainings, conferences and seminars that do not align with Resource Recovery's mission.

AWARD PROCESS

Eligibility/Award Process

1. Each request will be carefully evaluated by the Resource Recovery Grant Committee to determine alignment with our focus and to be certain Resource Recovery is investing in solutions that raise awareness of its core mission and values. Because our resources are limited, Resource Recovery cannot help fund every worthy endeavor.
2. The project-based grant application deadlines are March 1 and August 1. Grant applications will be reviewed by the Recycling and Environmental Subcommittee who will recommend approval/denial to the Board of Commissioners. Grant awards will be approved by the Board at the business meeting following review by the subcommittee.
3. Training grant requests may be submitted on a rolling basis, will be reviewed by Resource Recovery staff, and will be awarded on an as-needed basis, dependent upon meeting and approval by the Board of Commissioners.
4. All grant awards are subject to approval by the Board of Commissioners.
5. Grant funds may be disbursed in installments.
6. Grant funds will be disbursed upon receipt of an invoice from the municipality.
7. Grants will only be awarded to municipalities with a signed municipal contract for the fiscal year in which they are applying for funding and whose accounts with Resource Recovery are current.

Application Requirements

For project-based grants, applicants should submit a 1-2 page grant application, which should include the following (all while keeping in mind the Resource Recovery's mission and goals):

- 1) Summary: a brief description of why the project need exists.
- 2) Purpose: the purpose of the project.
- 3) Expected results: including who will benefit, how many people will participate, estimated waste diverted, etc.
- 4) Duration of the project.
- 5) Project description: detailed description of the work to be performed.
- 6) Project budget: including a chart or spreadsheet containing the description of the item, vendor, quantity, unit and total costs. A total project budget should be included, as well as the amount requested for reimbursement.

Attachment 9

For training-based grants, applicants should submit the following:

- 1) Cover letter: brief description of the training, conference, workshop or seminar and why the need exists.
- 2) Resource Recovery Training Grant Application form, available through the Municipal Program Coordinator.

Applications may be mailed or emailed. If mailing, please prepare only one double-sided copy to conserve paper.

- Email to: municipal@rirrc.org
- Mail to: Municipal Program Coordinator, RI Resource Recovery, 65 Shun Pike, Johnston, RI 02919

Measurement

Projects must contain quantifiable improvement targets, should describe the measurement to be used, the timeframe for measurement, and the name and title of the person accountable for the project.

Projects will be reviewed quarterly and continued funding will depend upon demonstrated outcomes and adherence to reimbursement guidelines.

Projects must be completed no later than twelve months after receiving notice of grant award. If projects are not completed, the municipality must request an extension on the project timeline. Extensions may or may not be granted.

Disbursement of Funds

All grant funding is determined by a vote of approval by the Board of Commissioners. Funds will be disbursed after:

- Resource Recovery receives and approves an itemized invoice from the grantee on city/town letterhead. For example, if the grant was awarded for \$5,000, the city/town must invoice Resource Recovery for the actual amount spent on the project, as shown in the backup documents and budget, and not to exceed the award amount of \$5,000.
- The grantee submits copies of the invoices for the item(s) purchased in association with the grant. Only grant related approved expenses will be funded.
- The grantee submits a final report, using the format below in "Reporting."

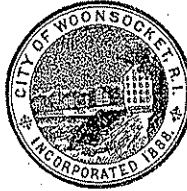
Reporting

Each grantee must account for fund expenditures in accordance with their projected based grant application. Failure to do so will result in exclusion from future grant requests. Reports must be submitted on a quarterly basis (due March 31, June 30, September 30, and December 31), and be submitted to the Municipal Program Coordinator at municipal@rirrc.org or faxed to 946-5174. Reports should include the following:

- What has been completed, as outlined in grant application
- What funds have been spent thus far, including items procured.
- Pictures of the project, if possible.
- Final reports shall include complete details on the project, while keeping in mind the original grant application and its description.

Training grants will require only a final report after the training has taken place, using the above format.

City of Woonsocket Rhode Island



June 5, A.D. 2017

Ordinance

Chapter

AMENDING CHAPTER 13 ENTITLED, "LICENSES AND PERMITS" OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET

- WHEREAS,** Cigarette smoking is dangerous to human health. Scientific evidence exists that the use of tobacco products causes cancer, heart disease and other medical disorders; and
- WHEREAS,** The Surgeon General of the United States of America has declared that nicotine addiction from tobacco is the most widespread example of drug addiction in this country. The National Institute of Drug Abuse concluded that the majority of the 320,000 Americans who die each year from cigarette smoking became addicted to nicotine as adolescents; and
- WHEREAS,** The Rhode Island General Assembly declared that the use of tobacco by Rhode Island children is a health and substance abuse problem of the utmost severity. State Tobacco retailers illegally sell over 900,000 packs of tobacco products to children annually, which equals 2,500 packs a day. According to the Center for Disease Control (CDC), the smoking-related direct medical cost in the state has climbed to over \$186,000,000.00. This a health and economic drain created by each new generation of children who begin using tobacco products and become addicted to nicotine; and
- WHEREAS,** The City Council has the responsibility and authority to regulate, conduct and legislate on matters of local concern affecting public health, safety and welfare. Sitting as the board of license commissioners, the Council has the authority to issue, suspend or revoke tobacco licenses when violations are presented to them.

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

- SECTION 1.** That Section 13-3 entitled, "Fee Schedule" of Chapter 13, entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket is hereby amended ~~by adding the following section as follows:~~

Class: Tobacco Product License
Term: 1 year
Date due or issued: July 1st
Fee: ~~\$75.00~~ \$250.00

- SECTION 2.** That Section 13-13 entitled, "Tobacco Product License" of Chapter 13, entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket is hereby amended ~~by adding the following section as follows:~~

- SECTION 3.** Definitions.

Board of licenses means the Woonsocket City Council sitting as the Board of License Commissioners.

Characterizing flavor means a distinguishable taste or aroma, other than the taste or aroma of tobacco, menthol, mint or winter green imparted either prior to or during consumption of a tobacco product or component part thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that no tobacco product shall be determined to have characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

Cigar means any roll of tobacco other than Cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than four pounds per thousand.

Cigarette means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco, and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in clause (1) of this definition.

Component part means any element of a tobacco product, including, but not limited to, the tobacco, filter, and paper, but not including any constituent.

Constituent means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the manufacturer to a tobacco product during the processing, manufacture or packing of the tobacco product. Such term shall include a smoke constituent.

Consumer means a person who purchases a tobacco product for consumption and not for sale to another.

Coupon means any voucher, rebate, card, paper, note, form statement, ticket, image, or other issue; whether in paper, digital, or other form; used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

Distinguishable means perceivable by an ordinary consumer by either the sense of smell or taste.

Flavored tobacco product means any tobacco product, other than a cigarette, that contains a constituent that imparts a characterizing flavor.

Full retail price means the higher of the price listed for a tobacco product on its packaging or the price listed on any related shelving, posting, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price, and before the application of any discounts or coupons.

Little cigar means any roll of tobacco other than a Cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than four pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as "small cigar" or "little cigar."

Non-cigarette tobacco product means a tobacco product that is not a cigarette.

Package or packaging means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

Person means any natural person, partnership, firm, joint stock company, corporation, or employee thereof, or other legal entity.

Sale or sell means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

Smoke constituent means any chemical or chemical compound in mainstream or sidestream tobacco product smoke that either transfers from any component of the tobacco product to the smoke or that is formed by the combustion or heating of tobacco, additives, or other component of the tobacco product.

Tobacco product means: (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoke, heated, chewed, absorbed, dissolved, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; and (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Notwithstanding any provision of clauses (1) and (2) in this definition to the contrary, tobacco product includes any component, part, or accessory of a tobacco product, whether or not sold separately; tobacco product does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes whether such product is marketed and sold solely for such an approved purpose.

Vending machine means any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses tobacco products.

SECTION 4. License Required.

It shall be unlawful to sell or to possess with the intention of selling tobacco products within the City without having first obtained a tobacco dealer's license pursuant to this article. Such license shall be in addition to any other license required by state and/or federal law. A tobacco dealer's license is valid for one person at one location and may not be transferred from one person to another or from one location to another. Failure to obtain and maintain a valid license shall result in a fine of ~~Five Hundred Dollars (\$500.00)~~ One Thousand Dollars (\$1,000.00) for each violation. The fee for the tobacco dealer's license shall be ~~Seventy-Five Dollars (\$75.00)~~ Two Hundred Fifty Dollars (\$250.00) per year. All licenses granted under the provisions of this article shall be displayed in a conspicuous place within the business so licensed.

SECTION 5. License Eligibility.

Licenses shall only be granted to authorize the sale of tobacco products within the City at a fixed location. For example, the sale of tobacco products by persons on foot or from vehicles is prohibited.

SECTION 6. License application; term.

Application for a license shall be submitted to the board of licensees together with an application fee of ~~One Hundred Dollars (\$100.00)~~ Two Hundred Fifty Dollars (\$250.00). A tobacco dealer's license shall be effective through the thirty-first (31st) day of December of the calendar year for which it is issued. No license shall be granted without proof that the applicant has obtained all necessary state licenses for the sale of tobacco products.

SECTION 7. Requirements and ~~prohibitions~~ restrictions applicable to licensees.

(a) No licensee, or employee or agent of such licensee, shall sell or possess with the intention of selling a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.

(b) *Display of price.* The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to clearly indicate the price of the product.

(c) *Packaging and labeling.* No licensee, or employee or agent of such licensee, shall sell any tobacco product unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.

~~(d) *Prohibition of tobacco coupons and discounts.* No licensee, or employee or agent of such licensee, shall:~~

1. ~~Accept or redeem, or offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any coupon that provides any tobacco product to a consumer without charge or for less than the full retail price;~~

2. ~~Sell any tobacco product to a consumer through a multiple package discount (e.g., "buy two get one free") or otherwise provide any tobacco product to a~~

consumer for less than the full retail price in exchange for the purchase of any other tobacco product;

3. Provide any free or discounted item to a consumer in exchange for the purchase of any tobacco product.

(e)(d) *Sale of flavored tobacco products ~~prohibited-restricted~~*. No licensee, or employee or agent of such licensee, shall sell or possess with the intention of selling any flavored tobacco product to a consumer person under eighteen (18) years of age. A non-cigarette tobacco product is presumed to be a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees has: (1) made a public statement or claim that the non-cigarette tobacco product has or produces a characterizing flavor, including, but not limited to, text and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate information about the flavor, taste, or aroma of a non-cigarette tobacco product; or (2) taken action directed to consumers that would be reasonably expected to result in consumers believing that the non-cigarette tobacco product imparts a characterizing flavor. Each licensee shall maintain on the premises the original labeling and packaging provided by the manufacturer for all tobacco products that are sold or offered for sale by the licensee separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale, and may be disposed of upon the sale of the entire contents of such package. Any flavored tobacco products must be maintained for sale behind the sales counter in an area that is not accessible to the general public and cannot be obtained without the assistance from the licensee, employee or agent of licensee.

This subsection (e)(d) shall not apply to the following businesses:

1. A smoking bar as defined in Section 23-20.10-2(15) of the Rhode Island General Laws.
2. A retail store as defined in Section 23-20.10-2(11) of the Rhode Island General Laws.
3. An electronic smoking device establishment.

SECTION 8. Suspension or revocation of license – fines and costs.

The Woonsocket Police Department shall enforce the provisions of this article. All licensees shall be subject to a compliance check at least two (2) times a year; violators shall be checked more frequently until two (2) consecutive compliance checks are completed without violation. If an alleged violation occurs, the Woonsocket Police Department shall issue a citation that will require the licensee to appear for a show cause hearing before the board of licenses. If, after a hearing, the board finds that a violation has occurred, the board shall impose a civil fine of ~~Two Hundred Fifty Dollars (\$250.00) for the first offense; Five Hundred Dollars (\$500.00) for the second offense; and Seven Hundred and Fifty Dollars (\$750.00) of Five Hundred Dollars (\$500.00) for the first offense, and additionally may impose suspension or revocation of license; One Thousand Dollars (\$1,000.00) for the second offense and additionally may impose suspension or revocation of license; and One Thousand Two Hundred Fifty Dollars (\$1,250.00) for any subsequent offense(s) and additionally may impose suspension or revocation of license.~~ Additionally, ~~the board may suspend or revoke the license.~~ If a licensee maintains its license for Thirty-Six (36) consecutive months without a violation, any new violation shall be treated as a first offense. It is the intent of this legislation that all fines collected by the City hereunder shall be deposited into a Restricted Receipt Account ~~used by the board of licensees and~~ to be utilized by the Woonsocket Police Department for the purpose of conducting tobacco product compliance checks and for enforcement of this ordinance.

SECTION 9. Use of premises during license suspension.

During the period of any suspension of a tobacco dealer's license, the licensee shall remove all tobacco products from the retail display area of the location and secure them in a locked area for the duration of the suspension. If, at any time during the suspension period, the licensee is found to be selling, distributing, or delivering any tobacco products, the license shall be revoked.

SECTION 10. Vending machines.

Businesses which have vending machines shall be subject to the same fines and penalties as described in Section 6 of this article. In the event that a tobacco dealer's license is suspended or revoked, then the vending machine shall be removed from the licensed location for the period of suspension or revocation.

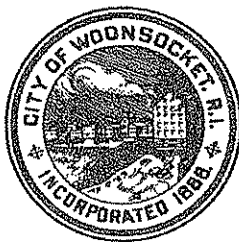
SECTION 11. Severability.

If any provision of this article or application thereof to any person or circumstances, is held unconstitutional, illegal, or otherwise invalid, the remaining provisions of this article and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

SECTION 12. This Ordinance shall take effect on July 1, 2017 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.

Daniel M. Gendron
City Council President

City of Woonsocket Rhode Island



May 19, 2017

Resolution

Authorizing & Empowering Mayor Lisa Baldelli-Hunt and the Director of Planning & Development to enter into an Agreement with the Town of Cumberland for Professional Services Implementing and Administering A Home Repair Program

WHEREAS, the Mayor has negotiated a professional services contract to provide professional services to the Town of Cumberland to administer the Small Cities Community Development Block Grant Home Repair Program operated by said Town;

WHEREAS, Mayor Lisa Baldelli-Hunt and the Director of Planning & Development have recommended approval and execution of such professional services contract.

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

SECTION 1. That the City Council hereby authorizes and empowers Mayor Lisa Baldelli-Hunt and the Director of Planning & Development to enter into and execute a professional services contract by and between the City of Woonsocket and the Town of Cumberland for the administration and implementation of the Cumberland Home Repair Program.

SECTION 2. This Resolution shall take effect immediately upon its passage.

Daniel M. Gendron, President
By Request of the Administration

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the Town of Cumberland, Rhode Island, a body corporate existing under the General Laws of the State of Rhode Island & Providence Plantations (hereinafter referred to as the "Town"), and the City of Woonsocket, Rhode Island, a body corporate and politic existing under the General Laws of the State of Rhode Island & Providence Plantations (herein after referred to as the "Department").

WITNESSETH

WHEREAS, the Town is committed to improving the supply of safe, decent, affordable housing for its residents by providing a housing program for low to moderate income residents;

WHEREAS, said housing program is supported by Community Development Block Grant funds made available by the State of Rhode Island; and

WHEREAS, the Town is interested in implementing this program in the most cost-effective and efficient manner as possible, and has determined that utilizing the professional administrative services of the City of Woonsocket Department of Planning and Development is the most appropriate means to accomplish this end.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1: Professional Services

The City, for the period beginning July 1, 2017 and ending June 30, 2019, will provide professional services, as detailed in Attachment "A", for the administration of the Town's Housing Program in accordance with the Community Development Block Grant provided to the Town by the State of Rhode Island.

Section 2: Authority

The City will perform the same functions as would be provided by the Town, in place of the Town, under the full and complete authority of the Town as it relates to this project.

Section 3: Personnel to Be Used in Project and Rate of Pay

The City will provide the appropriate personnel, as required, at the rate indicated in Attachment "A", attached herewith. These rates shall remain in effect one (1) year from this contract signing at which time they will be subject to renegotiations.

All personnel shall be directly responsible to the Director of Planning and Development of the City of Woonsocket, Rhode Island.

Section 4: Research Materials

The Town will supply any and all materials required for application processing, such as Town Tax Records, document recording services, and financial and check writing services.

Section 5: Records

All records maintained by the City in connection with the project are to be considered records belonging to and under the jurisdiction of the Town. The City will keep all records confidential, except only as funding sources require the completion of monitoring reports.

Section 6: Requirements

The City shall conform to all provisions relative to the rules, regulations, policies and procedures of the U.S. Department of Housing and Urban Development's Community Development Block Grant Program.

Section 7: Reporting

City shall provide Town with beneficiary/applicant information for all current grants or applicants on a quarterly basis. Information shall be provided no later than one week after close of the quarter. The Town will provide necessary reporting forms.

Section 8: Conflict of Interest

The City, for itself and for its agent and servants, hereby certifies that it has not past, present or contemplated future personal interest in any of the properties that may be rehabilitated under this proposed contract and agreement.

Section 9: Notifications

All notifications to the Town will be forwarded to:

Jonathan Stevens, Director of Planning & Community Develop.
Town of Cumberland, Rhode Island
One Main Street, Memorial Town Hall
Slatersville, Rhode Island 02876

and all notifications to the City will be forwarded to:

N. David Bouley, Director of Planning and Development
Department of Planning and Development
City Hall--169 Main Street
Woonsocket, RI 02895

IN WITNESS WHEREOF, the City of Woonsocket, Rhode Island, has caused this Agreement to be executed in its name and behalf by Lisa Baldelli-Hunt, Mayor, thereunto duly authorized, and the Town of Cumberland, Rhode Island, has caused this Agreement to be executed in its name and behalf by its Chief Elected Official, thereunto duly authorized on the date so noted.

City of Woonsocket, Rhode Island

Lisa Baldelli-Hunt, Mayor

Date

Witness:

N. David Bouley, Director, Department of Planning & Development

Town of Cumberland, Rhode Island

William S Murray, Mayor

5-4-17

Date

Witness:

Jonathan Stevens, Director of Planning & Community Development

Attachment A
Housing Rehabilitation Project Administration Sequence of Steps &
Individual and Cumulative Related Costs

Sequential Steps	Service	Individual Costs
Step 1	Receipt of program inquiry; staff responses to applications and application review, project set-up. (Estimated 4 hours each by program Manager	\$50.00/hour
Step 2	Applicant income verification review, assessment, and notification (Up to 2 hours by Program Manager.	\$50.00/hour
Step 3	Site visit and inspection; preparation of specifications covering scope of work. (Estimated 3 hours by program manager and 5 hours by construction supervisor).	\$50.00/hour \$40.00/hour
Step 4	Staff research of property description and ownership issues (<i>in lieu of title examination report</i>)Correspondence to RIHP&HC, FEMA & Narragansett Indian Tribe per NEPA 106 (3 hours by program manager)	\$50.00/hour
Step 5	Conduct financial and project underwriting and financial review and special reports as well as issue good faith estimate and truth-in-lending (Estimated 2.5 hours by program manager).	\$50.00/hours
Step 6	Specification writing and conference with property owner to finalize bidding process (Estimated at 4 hours each by both the program manager and the construction supervisor).	\$50.00/hour \$40.00/hour
Step 7	Bid solicitation (if LHC), bid review and assessment. (3 hours by construction supervisor)	\$40.00/hour
Step 8	Bid review with homeowner and selection of contractor (Estimated at 2.5 hour each by construction supervisor).	\$40.00/hour
Step 9	Certification of Environmental Review Record (2 hours by program manager).	\$50.00/hour
Step 10	Mortgage, promissory note and other loan package/contract preparation documents and closing (4 hours by program manager)	\$50.00/hour

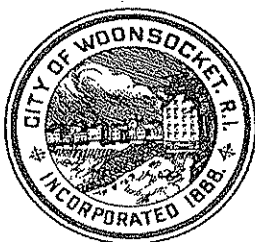
Exhibit A

Step 11	Contractor-homeowner liaison; file maintenance; construction monitoring; clearance examination request <i>(if required)</i> ; (Up to 5 hours by construction supervisor	\$40.00/hour
Sept 12	Project close-out and complete documentation of project file per OHCD rules and regulations (2.5 hours by program manager	\$50.00/hour

Note:

1. If the Town determines that, for underwriting purposes, a title examination, credit report, and/or an appraisal is necessary, the actual cost of the report(s) will be forwarded to the Town for direct payment. A service provider approved by the Town will supply the reports.
2. If the project requires a lead hazard clearance examination, the Town will pay the cost of the examination directly to the certified lead inspector.
3. Additional charges for consulting on community development housing program issues and maintaining program income accounts will be billed per hour as follows: Program design and administrative oversight: \$35.00; Financial Services: \$35.00; Technical Services related to housing programs: \$25.00; Construction Supervision and related reporting services: \$35.00. Mileage will be billed at IRS standard mileage rate in place at time of travel. Copies and postage will be billed at costs.

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

June 5, 2017

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Ty Nealy wishes to utilize certain property of the City, to wit, Costa Park, on Sunday, June 18, 2017 from 12:30 P.M. to 8:30 P.M., with a rain date of Sunday June 25, 2017, for the purpose of holding a Kid and Teen Festival.

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

SECTION 1. Mr. Ty Nealy is hereby permitted to utilize Costa Park, on Sunday, June 18, 2017 from 12:30 P.M. to 8:30 P.M., with a rain date of Sunday, June 25, 2017, for the purpose of holding a Kid and Teen 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.

Daniel M. Gendron

5/31/2017

To: The City of Woonsocket

Hi my Name is Ty Nealy.
I would like to throw a Kid Festival
on June 18th 2017.

This Festival will be held at Costa Park
from 12:30 pm - 8:00 pm.

I will offer free Food and music for the
Children and also games.

We and my Staff members will pay for
all the expenses that it will cost.

We will also offer Bouncy Houses
for the Children to play in with Staff
Supervision. I will also have my own
Cleaning Staff to care for the park.

This is a Family Festival presented
by F&C youngstar's for the City of
Woonsocket.

There also will be face painting &
portraits available.

Ty Nealy
5/31/17

Available Parks and Ammenties Include:

Park List: River Island, River's Edge, Bemon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa
 Restrooms: River Island, River's Edge, Dionne & Bemon, 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: costa park

Date of event: 06/18/2017 06/25/2017 Rain date 06/25/2017

Hours of event: 12-30pm-8-30pm 10:00 AM
 (Actual advertised time of event) (Arrival to set up time)

Description of event: gstar's kids and teen festival F&C youngstar's kids and teen festival

Expected attendance: # 50 kids

Fee Schedule:

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

NON-REFUNDABLE

Applicant/ Contact Person Name: ty nealy

Address: 58 cranston st

Phone #: 401-766-1161 Home/Office 401-775-9267 Cell

Applicant Signature: [Signature] Date: 05/30/2017

Parks Director [Signature] Date: 6/1/17

Call for Availability 767-9287

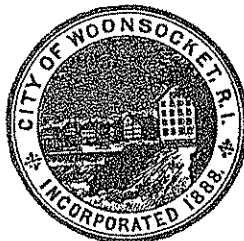
\$35 paid Case payment type

* Attendant(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



June 5, 2017 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

Daniel M. Gendron
By request of The Administration

ASSESSOR'S

ABATEMENT CODES

CODE

REASON

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

Woonsocket, RI

Amendment Report Abatement

JUNE 5, 2017

Posting Date / /

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M00-0128-22	2016 MV Tax Roll	BELCOUR CORP PO BOX 813 WOONSOCKET RI 02895	2008 DOD RAM 107547	87 WRONG PARTY	\$181.38
M00-4000-37	2016 MV Tax Roll	CALLAHAN BRANDON R 205 HIGHLAND ST WOONSOCKET, RI 02895	2008 DOD CLB 000054	51 DISABLED VET/VETERAN EXEMPTION NOT APPLIED	\$199.13
M00-4090-82	2014 MV Tax Roll	DIALLO TERRI A 661 PINE STREET APT 1 CENTRAL FALLS RI 02863-2661	2003 FOR FCS 542270	59 VEHICLE REPOSSESSED	\$103.08
M00-4090-82	2015 MV Tax Roll	DIALLO TERRI A 661 PINE STREET APT 1 CENTRAL FALLS RI 02863-2661	2003 FOR FCS 542270	59 Vehicle Repossessed	\$79.37
M00-4090-82	2016 MV Tax Roll	DIALLO TERRI A 661 PINE STREET APT 1 CENTRAL FALLS RI 02863-2661	2003 FOR FCS 542270	59 VEHICLE REPOSSESSED	\$31.02
M09-1320-00	2014 MV Tax Roll	INTERIOR CREATIONS INC 271 SOUTH MAIN ST WOONSOCKET RI 02895	Multiple Items	92 BANKRUPTCY	\$2,701.02
M09-1320-00	2015A MV Tax Roll	INTERIOR CREATIONS INC 271 SOUTH MAIN ST WOONSOCKET RI 02895	Multiple Items	92 BANKRUPTCY	\$2,415.88
T00-0334-57	2007 Tng Tax Roll	THAI SENG 98 RATHBUN STREET WOONSOCKET RI 02895	SENG THAI RESTAURANT	68 Double Taxation	\$465.80

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T09-1320-00	2014 Tng Tax Roll	INTERIOR CREATIONS INC 271 SO MAIN ST WOONSOCKET RI 02895	INTERIOR CREATIONS INC	92 BANKRUPTCY	\$250.55
T09-1320-00	2015A Tng Tax Roll	INTERIOR CREATIONS INC 271 SO MAIN ST WOONSOCKET RI 02895	INTERIOR CREATIONS INC	92 BANKRUPTCY	\$243.47
Total					\$6,670.70

City of Woonsocket
Rhode Island



Resolution

June 5, A.D. 2017

**RESOLUTION IN SUPPORT OF PROPERTY TAX EXEMPTION
FOR CONNECTING FOR CHILDREN AND FAMILIES**

WHEREAS, The City of Woonsocket is proud to have an entity such as Connecting for Children and Families (CCF); and

WHEREAS, the majority of programs associated with CCF are educational based; and

WHEREAS, the City recognizes the contributions to the health and welfare of the citizens of the City of Woonsocket from CCF and the valuable services they provide to our residents; and

WHEREAS, the continued success and presence of CCF within the City is in the best interests of both the City and its residents.

**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 Rhode Island General Assembly support and pass legislation in favor of tax exempt status for Connecting for Children and Families.

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 Senators and Representatives representing the City of Woonsocket; the Honorable Nicholas Mattiello, Speaker of the Rhode Island House of Representatives; the Honorable Dominick J. Ruggiero, President of the Rhode Island Senate; and the Honorable Governor Gina Raimondo.

Section 3. This resolution shall take effect immediately upon passage.

Christopher Beauchamp