

MONDAY, AUGUST 6, 2018
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 PM. – HARRIS HALL
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895

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 JULY 2TH & SPECIAL MEETING HELD JULY 19TH
6. CONSENT AGENDA
All items on the consent agenda are indicated with an asterisk (*).
7. COMMUNICATIONS FROM MAYOR
 - 18 M 13 From Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding Veto message of Ordinance 18-O-26, 18-O-27, & 18-O-28.
 - 18 M 14 From Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding Veto message of Ordinance 18-O-25.
8. COMMUNICATIONS FROM OFFICERS
 - 18 CO 29* From Public Works Director regarding Town of Cumberland water connection.
 - 18 CO 30* From Public Works Director regarding installation of underground conduit.
 - 18 CO 31* From City Solicitor regarding claim of Johealy Henriquez.
9. AGENDA FOR BOARD OF LICENSE COMMISSIONERS
 - 18 LC 31 Public hearing on application of 1st Class Victualing license for Aero-trampoline Park of 1500 Diamond Hill Road.
 - 18 LC 32 A request of Knights of Columbus, Council 113 to hold a tag day license on Saturday, September 8, 2018 with a rain date of Saturday, September 15, 2018.
 - 18 LC 33 Application of licenses and renewal of licenses (listing attached).
10. COMMUNICATIONS AND PETITIONS
 - 18 CP 48 Monthly odor reports from CH2M Hill.
 - 18 CP 49 A request of Mr. Edward Beauchemin to address the City Council regarding real estate located at the corner of Elm Street and Robinson Street (AP 36, Lot 79).
 - 18 CP 50 A Request of Mr. Albert G. Brien to address the City Council regarding Northeast re-val/assessment analysis & RISE PREP.
 - 18 CP 51 Request of Councilman Cournoyer to address the following items:
 1. Discussion regarding RISE Prep Mayoral Academy and 30 Cumberland Street, including related zoning matters.
 2. FY 2018 financial reports and financial condition.
 3. Status of the Teachers' contract.
 4. 2018/2019 CDBG Annual Action Plan.

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

12. NEW ORDINANCES

- 18 O 39 Authorizing connection to the City of Woonsocket Water Works System.-
Gendron
- 18 O 40 Transferring Funds from Contingencies to Board of Canvassers.-Gendron
- 18 O 41 Transferring Funds (City Capital Fund).-Gendron
- 18 O 42 In amendment of Chapter 17 Entitled, "Traffic" of the Code of
Ordinances, City of Woonsocket.-Gendron
- 18 O 43 Granting a petition for underground installation of conduit for
communications for 1 CVS Drive in the right of way.-Gendron
- 18 O 44 Authorization to sell property located at 357 Park Place, Woonsocket,
Rhode Island (Plat 27, Lot 113).-Gendron

13. NEW RESOLUTIONS

- 18 R 82 Authorizing the cancellation of certain taxes.-Gendron
- 18 R 83 Proposed abandonment of a portion of Monroe Street, Woonsocket, Rhode
Island.-Gendron
- 18 R 84 Granting permission to use City property.-Gendron
- 18 R 85 Granting permission to use City property.-Gendron
- 18 R 86 Authorizing the Woonsocket City Council and other Woonsocket
Committees to designate locations to be used for recording device
equipment used by the public during meetings.-Fagnant
- 18 R 87 Authorizing the Mayor to enter into a one year lease renewal for the
storage of equipment and vehicles for the Woonsocket Water Division.-
Gendron

14. ADJOURNMENT

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

Posted August 2, 2018

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F

Museum of Work & Culture, 42 South Main Street – August 8, 2018

CLASS F1 WITH ENTERTAINMENT

Hearts of Hope, 541 River Street (Live Band) – September 8, 2018 (rain date: September 9th)

St. Stanislaus Kostka Church, 124 Harris Avenue (Live Band, DJ) – August 11, 2018

DAILY ENTERTAINMENT

St. Ann Arts & Cultural Center, 84 Cumberland Street (DJ) – August 18, 2018

RENEWALS

HOLIDAY SALES

Aero Trampoline Park, 1500 Diamond Hill Road

Gulf Express, 852 Park Avenue

RI Liquors, Inc., 266 Mendon Road

Santo Domingo Market, 575 Mason Street

QUARTERLY ENTERTAINMENT

Aiy's Pub, 80 River Street (Live Band, DJ, Karaoke)

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

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

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

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

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

PRIVATE DETECTIVE

Janet Bronstein, 129 Morin Street

SECOND HAND DEALER AUTO

Lise, Inc., D/B/A Cousins Auto Sales, 45 Foundry Street

North Main Truck & Auto Sales, 565 North Main Street

SECOND HAND DEALER MERCHANDISE

Danny's Appliance, 598 Wood Avenue

TOBACCO

Gulf Express, 852 Park Avenue

RI Liquors, Inc., 266 Mendon Road

TABLED

SPECIAL EVENT / ALCOHOL

Micky Amphonedara (Dunn Park, August 26, 2018)

Monday, July 2, 2018

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, July 2, 2018 at 7 P.M.

All members are present.

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

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

18 R 75 A resolution granting permission to use City property is read by title, and

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

The following persons addressed the Council under citizens good and welfare: Barbara Scanlon, Dave Silvia, Public Safety Director Jalette, Lorraine Corey, Albert G. Brien, John Ward, John Reynolds Jr., Paul Luba and Charles Lemoine.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held June 18, 2018 be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Beauchamp seconded by Councilors Cournoyer & 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:

18 CO 25 A communication from City Solicitor submitting request to pay claim for vehicle property damage.

18 CO 26 A communication from City Solicitor submitting request to pay claim for property damage.

18 CO 27 A communication from City Solicitor submitting request to pay claim for property damage.

18 CO 28 A communication from City Solicitor regarding claim of Hailey Thayer.

18 M 11 A communication from Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding veto message on Ordinance 18-O-21 is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted to override notwithstanding the Mayor's veto, however, this motion failed on a 4-3 roll call vote with Councilors Beauchamp, Fagnant & Murray voting no.

18 M 12 A communication from Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding veto message of Ordinance 18-O-25 is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted to override notwithstanding the Mayor's veto, however, this motion failed on a 4-3 roll call vote with Councilors Beauchamp, Fagnant & Murray voting no.

18 LC 27 An application for transfer of Class A license from Champ's Liquors for Keyway Inc. to Champ's Liquors for Keyway Inc. at 481 Clinton Street (change of stockholders), which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilman Fagnant it is voted that the transfer be granted, a voice vote on same being unanimous. William & Claire Allen addressed the council.

18 LC 28 An application for transfer of Class A license from Kevin J. Thornton Enterprises Inc. d/b/a Providence Street Liquors to Thornton Enterprises Inc. d/b/a Providence Street Liquors, which was advertised for hearing on this date, is read by title, and

A motion is made by Councilman Beauchamp seconded by Councilwoman Murray it is voted that the transfer be granted, however before this is voted on

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

18 LC 29 An application for transfer of Class C Rooming House license from Richard Parent to Dream Realty at 49 Summer Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilman Fagnant it is voted that the transfer be granted, a voice vote on same being unanimous. Debbie Nesbitt addressed the council.

18 LC 30 Upon motion of Councilwoman Murray seconded by Councilman XXX it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for carnival license (game of chance, bingo, victualing and fireworks) license, 1 application for street vendor license, 1 application for renewal of holiday sales license, 12 applications for renewal of quarterly entertainment license and 2 applications for street vendor license

18 CP 43 A request of David Silvia to address the City Council regarding handicap parking spot at 114 Paradis Avenue (ADA of 1990) is read by title. Mr. Silvia was present and addressed the council.

A motion was made by Councilman Brien seconded by Councilwoman Murray to table 18-CP-44 thru 18-CP-47 to end of agenda and said motion was approved.

The following remarks were made under good and welfare:

President Gendron passed.

Councilman Beauchamp passed.

Councilman Brien spoke about Mayor's veto stamp. He congratulated Paul Bourget for being named as Autumnfest parade grand marshal. He wished everyone a happy 4th of July.

Councilman Cournoyer passed.

Councilman Fagnant passed.

Councilwoman Murray promoted Levitt AMP summer concert series. She spoke about veto override.

Councilwoman Sierra spoke at vetoed vote. She wished everyone a safe 4th of July.

18 O 26 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", which was passed for the first time on June 18th, is read by title, and

Upon motion of Councilman Cournoyer seconded by President Gendron it is voted that the ordinance be passed, a roll call vote on same being 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.

- 18 O 27 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 which was passed for the first time on June 18th, is read by title, and

Upon motion of Councilman Brien seconded by Councilman Cournoyer it is voted that the ordinance be passed, a roll call vote on same being 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.

- 18 O 28 An ordinance establishing the maximum number of employees in each office, department of agency of the City of Woonsocket for fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with Chapter IX of the City of Woonsocket Home Rule Charter, which was passed for the first time on June 18th, is read by title, and

Upon motion of Councilman Brien seconded by Councilwoman Sierra it is voted that the ordinance be passed, a roll call vote on same being 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.

- 18 O 32 An ordinance authorizing the sale of property located at Plat 11, Lot 115 on Elmore Avenue, which was passed for the first time on June 18th, is read by title, and

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

- 18 O 33 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, which was passed for the first time on June 18th, is read by title, and

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

- 18 O 35 An ordinance authorizing Mayor to enter into a two-year lease extension with Senior Services Inc. for property known as Assessor's Plat 13, Lot 104, 84 Social Street, which was passed for the first time on June 18th, is read by title, and

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

- 18 O 36 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

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

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

- 18 O 37 An ordinance transferring funds from Healthcare Reserve Account to Contributions to Funds 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 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.

- 18 O 38 An ordinance transferring funds from City Capital Fund to Infrastructure Protection is read by title, and
- A motion is made by Councilman Cournoyer seconded by Councilwoman Sierra it is voted that the ordinance be passed, however, before this is voted on
- Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be amended as follows: In Section 1 delete "\$804,000.00" and in its place insert "\$804,082.00". The ordinance, as amended is passed 6-1 on a roll call vote with Councilman Fagnant voting no. However, Councilman Fagnant made a motion to leave body, with no objections, to reverse his vote. The ordinance, is then passed unanimously on a roll call vote.
- 18 R 73 A resolution granting permission to use City property is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilman Cournoyer it is voted that the resolution be passed, a voice vote on same being unanimous.
- 18 R 74 A resolution granting permission to use City property is read by title, and
- Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.
- 18 R 76 A resolution authorizing the cancellation of certain taxes 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.
- 18 R 77 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.
- 18 R 78 A resolution authorizing the cancellation of certain taxes is read by title, and
- Upon motion of Councilman Fagnant seconded by Councilman Beauchamp it is voted that the resolution be passed, a voice vote on same being unanimous.
- 18 R 79 A resolution instructing the administration to engage the Narragansett Bay Commission to review, analyze and make a recommendation on responses received in connection with the renewable energy request for proposals is read by title, and
- Upon motion of Councilman Brien seconded by Councilors Cournoyer & Fagnant it is voted that the resolution be passed, a voice vote on same being unanimous.
- 18 R 80 A resolution appointing Dennis Losardo as a member of the Zoning Board of Review is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the resolution be passed, a voice vote on same being 5-1 with Councilwoman Murray voting no & Councilman Beauchamp abstaining.
- Upon motion of Councilman Fagnant seconded by Councilman Beauchamp it is voted to dispense with the regular order of business and take up 18-CP-45 & 18-CP-47, the motion failed on a 4-3 roll call vote.
- 18 CP 44 A request of Councilman Cournoyer to address the following items: status of resolution 18 R 2 that was tabled on January 8, 2018 pending an explanation from the Tax Assessor regarding the abatement of taxes for Clinton Street Partners LLC c/o First Bristol Corp. at 25 John Cummings Way, marijuana cultivation update and status of teachers' contract.

- 18 CP 45 A request of Councilman Fagnant to address the following items: discussion of Council President Dan Gendron's conduct and his lack of communication with the rest of his council members and his interfering with city employees, discussion presentation on certain residential properties and how the two proposed budgets will affect these properties, discussion on election tampering, slandering, bashing and overall bullying tactics against office holders and potential office holders and City presentation by City to the Fitch ratings by Hilltop securities.
- 18 CP 46 A request of Vice President Brien to address the following item: Synagro.
- 18 CP 47 A request of Richard Fagnant to address the City Council regarding the administration's proposed 2019 budget versus the other council members proposed 2019 budget and how each will affect the residential taxes in a positive and negative way, with discussions on commercial taxes.

Upon motion of Councilman Cournoyer seconded by Councilwomen Murray and Sierra it is voted that the meeting be and it is hereby adjourned at 10:10 P.M.

Attest:

Christina Harmon Duarte

City Clerk

Thursday, July 19, 2018

At a special meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island on Thursday, July 19, 2018 in Harris Hall at City Hall at 6:00 P.M.

Four (4) members were present. Councilman Brien arrived at 6:07 P.M. Councilors Beauchamp & Murray were absent.

Also in attendance was: Solicitor DeSimone, Carl Johnson & Brad Ward.

Upon motion of Councilman Cournoyer seconded by Councilman Fagnant it was voted to take a 10 minute recess for the arrival of the City Solicitor.

Subject matter discussed was: Discussion regarding Zoning Official Carl Johnson's determination via a letter dated 19 January 2018 that Rise Prep Mayoral Academy's use of 30 Cumberland Street as a charter school is a permissible use under the city's zoning regulations.

Upon motion of Councilman Cournoyer seconded by Councilwoman Sierra it is voted to receive and place on file a communication from the City Solicitor, the motion failed on a 4-1 roll call vote with Councilman Fagnant voting yes.

18 R 81 A resolution authorizing the City Council to appeal to the Zoning Board of Review and/or any other competent authority the determination by the City's Zoning Official that Rise Prep Mayoral Academy's use of 30 Cumberland Street as a charter school is a permitted use is read by title, and

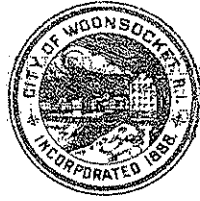
Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the resolution be passed, a roll call vote on same being 4-1 with Councilman Fagnant voting no.

Upon motion of Councilman Brien seconded by Councilmen Cournoyer & Fagnant it is voted to be adjourned at 7:26 P.M.

Attest:

Christina Harmon-Duarte

City Clerk



18 M 13

OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

July 10, 2018

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

RECEIVED IN WOONSOCKET R.I.
DATE JUL 10 2018 TIME 03:15:04P
Christina Harmon-Duarte, CITY CLERK

Dear Madame Clerk:

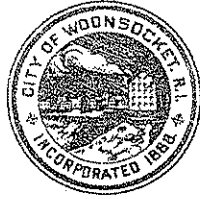
Please accept this letter as my Message of Disapproval which is being submitted concurrently with the provided notice of my decision to veto Ordinance 18 O 26 as amended, Ordinance 18 O 27 as amended and Ordinance 18 O 28 as amended for the Fiscal Year 2019 Budget Ordinances passed by the City Council on July 2, 2018 and delivered to the Office of the Mayor on July 3, 2018.

The action taken by the City Council amending Ordinances 18 O 26, 18 O 27 and 18 O 28 is in conflict with the adopted City Budget for the fiscal year 2019. Accordingly, the Ordinances must be passed in their original form to be consistent with the adopted City Budget for 2019.

Moreover, I hereby urge the City Council in future years to allow the content of the herein Ordinances to be incorporated into the City Budget Ordinance which will alleviate the unnecessary redundancy of vetoing an Ordinance which is inconsistent with an adopted budget.

Sincerely,

Mayor Lisa Baldelli-Hunt



RECEIVED IN WOONSOCKET R.I.
DATE Jul 10, 2018 TIME 03:15:04P
Christina Harmon-Duarte, CITY CLERK

OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

July 10, 2018

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

Dear Madame Clerk:

Pursuant to Chapter VII, Article 2, Section 3 of the Woonsocket Home Rule Charter, I hereby veto and disapprove of each and every amendment made by the Woonsocket City Council on July 2, 2018 to Ordinances 18 O 26, 18 O 27 and 18 O 28, as part of the Administration's Proposed Budget for Fiscal Year 2019. Accordingly, any and all changes made by the City Council to 18 O 26, 18 O 27 and 18 O 28, are hereby vetoed and disapproved in their entirety.

Under separate cover, I will be transmitting to you and members of the City Council the appropriate Message of Disapproval, which I would ask to be placed on the Agenda of the August 6, 2018 meeting of the Woonsocket City Council.

Sincerely,

Mayor Lisa Baldelli-Hunt



May 21 A.D. 2018

Ordinance

Chapter
8053

IN AMENDMENT OF CHAPTER 7345 OF THE ORDINANCES
OF THE CITY OF WOONSOCKET ENTITLED "SALARIES OF
CITY OFFICERS OF THE CITY OF WOONSOCKET"

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

SECTION 1. Chapter 7345 of the Ordinances of the City of Woonsocket is hereby amended to affect the annual salary of each of the following-named positions:

POSITION	FY19 Salaries		
Mayor	\$87,000		
Director of Public Works	\$115,000	\$115,250	
Director of Planning & Development	\$71,298	\$ 85,000	
Director of Finance	\$100,227	\$ 96,445	
Director of Economic Development	\$70,000	\$ 0	
Director of Human Services	\$72,522	\$ 71,818	
Director of Public Safety	\$11,000	\$ 10,404	
City Solicitor	\$122,055	\$120,870	
Police Chief	\$95,000	\$ 96,900	
Fire Chief	\$95,000	\$ 96,900	
City Clerk	\$71,100	\$ 72,522	
Manager, Board of Canvassers	\$48,500	\$ 49,470	
Library Director	\$60,240	\$ 61,328	
Assistant Library Director	\$54,600	\$ 53,142	
City Treasurer	\$66,300	\$ 67,626	
Purchasing Agent (WED 50%)	\$90,000	\$ 0	
Chief of Staff	\$65,000	\$ 0	
Part-time City Solicitor	\$40,000		
Legal Assistant	\$1,071/wk		
Administrative Coordinator/Research Analyst	\$905.69/wk	\$ 822.96	
Collection Specialist	\$865.20/wk	0	\$865.20/wk
Probate Judge	\$3,500		
Municipal Court Judge	\$7,800	\$ 10,000	
Municipal Court Judge-Alternate	\$2,500		
Tax Assessment Board Member	\$350		
Planning Board Member	\$620		
Zoning Board Chairperson	\$55/meeting		
Zoning Board Member	\$45/meeting		
Zoning Board Member-Alternate	\$30/meeting		

Said annual salaries to be effective as of July 1, 2018.

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.

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

IN CITY COUNCIL July 2, 2018 - Read by title and passed 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.

IN CITY COUNCIL May 21, 2018 - Read by title and tabled.
IN CITY COUNCIL June 4, 2018 - Read by title, amended and tabled 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.
AMENDMENTS: As noted above.
IN CITY COUNCIL June 18, 2018 - Read by title, amended and passed for the first time 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.
AMENDMENT: As noted above.

City of Woonsocket
Rhode Island



MAY 21 A.D. 2018

Ordinance

Chapter
1865A

IN AMENDMENT OF CHAPTER 1865A OF THE ORDINANCES OF THE CITY OF WOONSOCKET ENTITLED "PERSONNEL ORDINANCE" AS AMENDED PERTAINING TO NON-UNION CLASSIFIED MUNICIPAL EMPLOYEES

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

- SECTION 1.** Section 5, entitled "Classification Plan", Subsections 5.2 and 5.3, Section 15, Subsection 15.1, and Appendix A of Chapter 1865 entitled "Personnel Ordinance" as amended is hereby further amended by incorporating the Class Pay Grades and Basic Work Week, and Pay Plan with salaries for the respective Class Pay Grades, as set forth in Exhibit "A".
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council, as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

IN CITY COUNCIL May 21, 2018 - Read by title and tabled.
IN CITY COUNCIL June 4, 2018 - Read by title, amended and tabled 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.
AMENDMENTS: (See Attached Exhibit A).
IN CITY COUNCIL June 18, 2018 - Read by title, amended and passed for the first time 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.
AMENDMENT: (See attached Exhibit A).
IN CITY COUNCIL July 2, 2018 - Read by title and passed on a 4-3 vote with Councilors Beauchamp, Fagnant and Murray voting no.

EXHIBIT A

AS OF 07/01/2018

DIVISION HEADS, SUPERINTENDENTS, PROFESSIONAL, ADMINISTRATIVE, CLERICAL, FISCAL & INSPECTION GROUP

STEP 1	STEP 2	STEP 3	STEP 4	GRADE	TITLE	HOURS
			523.85	N1	PLUMBING / MECHANICAL INSPECTOR	15 Hrs.
644.06	667.40	680.84	714.48	N2	SUPERVISORY PERSONNEL MANAGEMENT SPECIALIST (VACANT) (unfunded)	35 Hrs.
685.43	707.55	729.68	753.03	N3	PARALEGAL (VACANT) (unfunded)	35 Hrs.
674.23	701.83	729.42	759.93	N4	CITY HALL MAINTENANCE SPECIALIST	40 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (PUBLIC WORKS)	37.5 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (PLANNING) (VACANT) (unfunded)	37.5 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (FINANCE)	37.5 Hrs.
756.42	780.84	805.24	831.03	N5	EXECUTIVE ASSISTANT (ECONOMIC DEVELOPMENT) (VACANT) (unfunded)	37.5 Hrs.
806.82	839.77	872.73	905.69	N7	LEGAL SECRETARY	37.5 Hrs.
806.82	839.77	872.73	905.69	N7A	MAYOR'S SECRETARY	37.5 Hrs.
			942.31	N8	PLANNING ASSISTANT (VACANT)	40 Hrs.
			980.38	N8B	PERSONNEL ASSISTANT	40 Hrs.
1,095.33	1,126.67	1,155.92	1,187.26	N9	PROPOSED NEW CITY PLANNER (VACANT)	35 Hrs.
1,139.38	1,179.22	1,209.66	1,242.25	N10	PERSONNEL DIRECTOR	40 Hrs.
1,338.75	1,368.65	1,400.53	1,441.72	N11	BUILDING OFFICIAL	40 Hrs.
			1,645.67	N12	CITY ASSESSOR	40 Hrs.
1,457.08	1,492.14	1,516.07	1,546.65	N13	DIV. ENGINEER/DEP. DIRECTOR OF PUBLIC WORKS (VACANT) (unfunded)	40 Hrs.
1,455.00	1,518.43	1,581.85	1,645.67	N14	DEPUTY DIRECTOR OF FINANCE / CONTROLLER	40 Hrs.
1,509.76	1,549.18	1,589.75	1,631.57	N15	WATER DIVISION & OUTSIDE CREW SUPERINTENDENT	40 Hrs.
1,765.39	1,798.07	1,830.75	1,863.46	N16	CITY ENGINEER	40 Hrs.

\$ 822.96

\$ 822.96

\$ 923.81

\$ 884.54

\$ 0

\$ 1,267.08

\$ 1,400.58

\$ 1,598.65

\$ 1,692.69

~~\$ 1,802.23~~

\$ 971.15

Grants Writer/Planning Analyst

City of Woonsocket
Rhode Island



May 21, 2018

Ordinance
CHAPTER
8055

ESTABLISHING THE MAXIMUM NUMBER OF EMPLOYEES IN EACH OFFICE, DEPARTMENT OR AGENCY OF THE CITY OF WOONSOCKET FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, IN ACCORDANCE WITH CHAPTER IX OF THE CITY OF WOONSOCKET HOME RULE CHARTER

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

- SECTION 1. The maximum number of employees in each office, department or agency in this City, for the fiscal year beginning July 1, 2018 and ending June 30, 2019, shall be the respective numbers as set forth in Section III, pages 29-112 inclusive, Section V, page 123, Section VII, page 135, Section IX, page 145, inclusive in that certain document entitled "Proposed Municipal Budget Plan, 2018-2019 Fiscal Year, Lisa Baldelli-Hunt, Mayor, City of Woonsocket, Rhode Island" and the respective numbers as set forth in that certain document entitled "Lisa Baldelli-Hunt, Mayor, Woonsocket Education Department, School Year Budget", reference being hereby made to said public document for a detailed listing of the maximum number of employees.
- SECTION 2. This Ordinance is acted upon in accordance with the provisions contained in Chapter IX, Section 3, paragraph (d) of the City of Woonsocket Home Rule Charter.
- SECTION 3. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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

after "School Year Budget" insert "as amended,"
IN CITY COUNCIL July 2, 2018 - Read by title and passed 4-3 with Councilors Beauchamp,
Fagnant & Murray voting no.

IN CITY COUNCIL May 21, 2018 - Read by title and tabled.
IN CITY COUNCIL June 4, 2018 - Read by title and tabled 4-3 with Councilors
Beauchamp, Fagnant & Murray voting no.
IN CITY COUNCIL June 18, 2018 - Read by title, amended and passed for the
first time 4-3 with Councilors Beauchamp, Fagnant & Murray voting no.
AMENDMENT: In Section 1 after "Rhode Island" insert ", as amended, and



18 M 14

RECEIVED IN WOONSOCKET R.I.
DATE Jul 10, 2018 TIME 03:15:04P
Christina Harmon-Duarte, CITY CLERK

OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

July 10, 2018

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

Dear Madame Clerk:

Please accept this letter as my message of disapproval.

MESSAGE OF DISAPPROVAL

Pursuant to the provisions of Chapter IV, Section 9 of the City of Woonsocket Home Rule Charter, I hereby **VETO 18 O 37 and 18 O 38** as transmitted to me on July 3, 2018 for the reason set forth below:

The two Ordinances **18 O 37 and 18 O 38** are unnecessary due to the fact that the proposed transfers were incorporated into the adopted budget for fiscal year 2018. Accordingly, both Ordinances are moot and without consequence.

For the above-stated reasons, I hereby **DISAPPROVE** of **18 O 37 and 18 O 38**.

Sincerely,

Mayor Lisa Baldelli-Hunt

City of Woonsocket
Rhode Island



Ordinance

Chapter

8659

July 3, 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:

FY 18

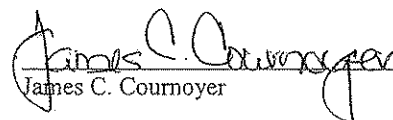
	<u>DIVISION</u>	<u>ACCOUNT NO.</u>	<u>APPROPRIATION</u>	<u>AMOUNT</u>
FROM:	Healthcare Reserve Acct.	L995-80000-30196	Liability Reserve for Healthcare	\$797,000.00
TO:	Contributions to Funds	1-010-094-54-5447C	Health Insurance Restricted Reserve Acct	\$797,000.00

REASON FOR REQUEST:

To transfer funds from the Healthcare Reserve Account to the contra expense account pursuant to the approved FY 2018 Budget.

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 if signed within 10 days following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter or, if not signed by the Mayor within 10 days of passage by the Council, then the Ordinance shall take effect pursuant to Chapter IV, Section 10 and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.


James C. Courmoyer

IN CITY COUNCIL July 2, 2018 - Read by title and passed on a 4-3 vote with Councillors Beauchamp, Fagnant and Murray voting no.

GENERAL FUND EXPENDITURES				
<u>Fixed & General Charges</u>				
Detail 2017-2018				
	Adopted Budget FY 2017	Adjusted Budget as of 3/31/17	Projected Actual FY 2017	Adopted Budget FY 2018
09054	Budget Commission			
1-010-090-54-52201	\$ -	\$ -	\$ -	
1-010-090-54-52202	-	-	-	
1-010-090-54-52203	-	-	-	
1-010-090-54-5228A	-	-	-	
1-010-090-54-5228D	-	-	-	
1-010-090-54-54428	-	-	-	
1-010-090-54-52206	33,000	33,000	33,482	33,482
	33,000	33,000	33,482	33,482
09154	Debt Service			
1-010-091-54-54411	8,245,292	8,245,292	7,153,084	7,547,407
1-010-091-54-54412	-	-	-	-
1-010-091-54-54413	4,300	4,300	4,300	4,500
1-010-091-54-54416	7,151,283	7,151,283	8,001,282	7,781,283
	15,400,875	15,400,875	15,158,666	15,333,190
09264	Pensions			
1-010-092-54-54424	250,000	250,000	250,000	5,000
1-010-092-54-54431	-	-	-	-
1-010-092-54-54432	-	-	-	-
1-010-092-54-54433	649,352	713,030	586,000	559,574
1-01-092-54-54433A	63,678	-	-	55,349
1-010-092-54-54434	653,646	653,646	702,500	640,805
1-010-092-54-54435	3,721,000	3,721,000	3,721,000	3,881,000
1-010-092-54-54436	884,671	1,098,015	1,070,000	750,207
1-010-092-54-54436A	213,345	-	-	214,549
1-010-092-54-54437	1,721,924	1,900,609	1,853,000	1,651,571
1-010-092-54-54437A	178,685	-	-	185,500
1-010-092-54-54438	-	-	-	-
1-010-092-54-54439	25,000	25,000	25,000	25,000
	8,361,500	8,361,500	8,207,500	7,968,555
09354	Insurance			
1-010-093-54-54451	202,000	202,000	-	-
1-010-093-54-54452	210,376	210,376	269,100	219,100
1-010-093-54-54453	459,000	459,000	670,685	670,000
1-010-093-54-54454	-	-	-	-
1-010-093-54-54456	143,219	143,219	143,219	142,673
1-010-093-54-54457	-	-	-	-
	1,014,595	1,014,595	1,083,004	1,031,773
09454	Contributions to Funds			
1-010-094-54-54471	6,560,565	6,560,565	5,763,582	6,395,647
1-010-094-54-5447C	(588,000)	(588,000)	208,963	(797,000)
1-010-094-54-54472	343,279	343,279	350,000	350,458
1-010-094-54-54476	25,000	25,000	23,800	25,000
1-010-094-54-54477	13,500	13,500	11,000	13,500
1-010-094-54-54478	105,000	105,000	105,000	105,000
1-010-094-54-54480	177,012	177,012	113,236	178,818
1-010-094-54-544CC	(145,304)	(145,304)	(140,000)	(131,812)
	6,491,052	6,491,052	6,435,601	6,079,611
FIXED & GENERAL CHARGES	\$ 31,301,020	\$ 31,301,022	\$ 30,918,253	\$ 30,446,611

City of Woonsocket
Rhode Island



Ordinance

Chapter

8060

July 3, 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:

FY 18

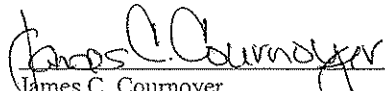
<u>DIVISION</u>	<u>ACCOUNT NO.</u>	<u>APPROPRIATION</u>	<u>AMOUNT</u>
FROM:			
City Capital Expenditures City Capital Fund	1597-51755-XXXXXX	Reserve Account	\$804,000.00
TO:			
Misc. Other Charges	1-010-098-54-54550	Infrastructure Protection Account	\$804,000.00

REASON FOR REQUEST:

To transfer funds *from* the City Capital Reserve Fund *to* contra expense account pursuant to the approved FY 2018 Approved Budget.

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.

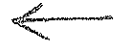
SECTION 3. This Ordinance shall take effect immediately when signed by the Mayor if signed within 10 days following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter or, if not signed by the Mayor within 10 days of passage by the Council, then the Ordinance shall take effect pursuant to Chapter IV, Section 10 and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.


James C. Cournoyer

IN CITY COUNCIL July 2, 2018 - Read by table, amended and passed unanimously.
AMENDMENT: In Section 1 delete "\$804,000.00" in its place insert "\$804,082.00".

GENERAL FUND EXPENDITURES
Other General Charges
 Detail 2017-2018

	Adopted Budget FY 2017	Adjusted Budget as of 3/31/17	Projected Actual FY 2017	Adopted Budget FY 2018
09554 <u>Claims & Judgements</u>				
1-010-095-54-54481 Claims	\$ -	\$ -	\$ -	
1-010-095-54-54500 Claims - Insurance	-	-	-	
Total Claims & Judgements				
09654 <u>Holiday Celebrations</u>				
1-010-096-54-54460 Holiday Celebrations	15,000	15,000	15,000	15,000
Total Veterans' Holidays	15,000	15,000	15,000	15,000
09754 <u>Contingencies</u>				
1-010-097-54-54475 Reserve for Surplus Contingency	-	-	-	300,000
1-010-097-54-544XX Budget Reserve Account	-	-	-	0
1-010-097-54-54551 TIFF Contingency Account	29,075	29,075	29,075	28,694
1-010-097-54-54552 Energy Conservation Improvements	250,000	250,000	250,000	175,000
1-010-097-54-54492 Contingency Account	605,000	689,405	500,000	689,735
Total Contingencies	884,075	968,480	779,075	1,193,429
09854 <u>Miscellaneous Other Charges</u>				
1-010-098-54-544XX Building Density Reduction Accbur	490,000	490,000	490,000	300,000
1-010-098-54-54426 Bank Fees	10,000	10,000	5,000	10,000
1-010-098-54-5XXXX Matching Grant Funds:Roadways	-	-	-	40,000
1-010-098-54-5XXXX Matching Grant Funds:Veterans	-	-	-	20,000
1-010-098-54-54444 Veterans Mileage Reimbursement	-	-	-	-
1-010-098-54-54462 Unemployment Comp.	50,000	50,000	25,000	50,000
1-010-098-54-54491 Regional Econ Dev.	1,000	1,000	1,000	4,500
1-010-098-54-54444 Community Activities	-	-	-	7,600
1-010-098-54-54550 Infrastructure Protection Account	350,000	350,000	350,000	(804,082)
1-010-098-54-54499 Board of Tenants' Affairs	3,500	3,500	2,400	3,500
Total Misc. Other Charges	904,500	904,500	873,400	(368,482)
09954 <u>School Department</u>				
1-010-099-54-54420 School Appropriation	16,166,330	16,166,330	16,166,330	16,166,330
Total School Dept	16,166,330	16,166,330	16,166,330	16,166,330
TOTAL OTHER GENERAL CHARGES	17,969,905	18,054,310	17,833,805	17,006,277
TOTAL FIXED, GENERAL AND OTHER CHARGES	\$ 49,270,925	\$ 49,355,332	\$ 48,752,058	\$ 47,452,888



CITY CAPITAL FUND:

Cash Bank Balance as of 6-22-17		\$	935,780.90
Less allocated funds		\$	(256,410.83)
Unallocated balance before transfers		\$	579,370.07
Approved Transfers:			
FY17 OPEB Contribution	\$ 150,000.00		
FY17 Infrastructure Protection	\$ 650,000.00	\$	800,000.00
Unallocated balance after transfers		\$	1,479,370.07
Capital Investments:			
Incinerator Demolition	\$ 160,000.00		
30 Police Radios	\$ 93,000.00		
30 Fire Radios	\$ 115,000.00		
3 Police Cruisers	\$ 150,000.00		
2nd Lease Pymt on cruisers	\$ 86,082.00		
Dump Truck & PU Truck	\$ 200,000.00	\$	(804,082.00)
Unallocated balance after capital investments		\$	675,288.07

Allocated City Capital Funds:

	Allocated Balance	Allocated Encumbered	Allocated Available	Allocated Use of Funds
1597-51455-55523 Boiler	\$ -	\$ -	\$ -	
1597-51455-60133 Fire Vehicles	\$ -	\$ -	\$ -	
1597-51455-60246 Victorian Office Building	\$ 49,756.16	\$ -	\$ 49,756.16	Maintenance/securing of bldg
1597-51455-60299 Dispatch	\$ 32,051.69	\$ (31,877.00)	\$ 174.69	Computers&server relocation
1597-51455-60305 Carillion	\$ -	\$ -	\$ -	
1597-51555-55571 Public Works Vehicles FY15	\$ -	\$ -	\$ -	
1597-51655-55571 Public Works Vehicles FY16	\$ 76,668.50	\$ (59,394.00)	\$ 17,274.50	Sander & equipment trailer
1597-51655-60181 NEEDS Study	\$ 40,000.00	\$ -	\$ 40,000.00	EDA Matching Grant
1597-51755-54552 Energy Conservation	\$ 57,934.48	\$ (57,934.48)	\$ -	
1597-51755-60179 Skate Park	\$ -	\$ -	\$ -	
	\$ 256,410.83	\$ (149,205.48)	\$ 107,205.35	



City of Woonsocket
Department of Public Works
Engineering Division

Lisa Baldebi-Hunt
Mayor

Steven D'Agostino
Director

18 CO 29

July 5, 2018

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

Subject: Town of Cumberland Water Connection

Dear Councillors:

Before you this evening is legislation allowing the property owner of 371 Bound Road, Cumberland, to connect to the Woonsocket Water Supply line. If approved by the City Council, the property owner will hire a master plumber to perform the installation under the supervision of the Engineering Division.

Both the Department of Public Works Engineering Division and the Water Division have reviewed and approved the petition to connect.

Sincerely,

Steven D'Agostino
Director of Public Works



City of Woonsocket
Department of Public Works
Engineering Division

Lisa Baldelli-Hunt
Mayor

Steven D'Agostino
Director

18 CO30

26 July 2018

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

Re: Installation of Underground Conduit

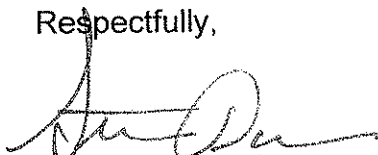
Dear Councilors,

On the docket for this evening is legislation to approve the installation of underground conduit on Highland Corporate Drive for CVS Health. MCImetro has requested permission to install and maintain the conduit.

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 plan and they have found it to be acceptable.

Respectfully,



Steven D'Agostino
Director of Public Works

Attachment



CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

August 6, 2018

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

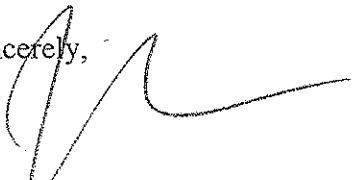
RE: Johealy Henriquez, DOI: May 22, 2018

Dear Councilors:

Attached, please find a claim, which was received by the City related to an incident that occurred on May 22, 2018. I recommend that the City deny action in this matter at this time, and refer it to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

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

Sincerely,



John J. DeSimone, Esq.
City Solicitor

JJD/ps
Enclosure

June 18, 2018

The Trust
Via Fax:

Re: Our Client: Johealy Henriquez
Insured: Unknown
Date of Incident: May 22, 2018
Claim #:

Dear Sir or Madam:

In regard to the above matter, please be advised that this office represents the above-named for personal injuries and property damages sustained as a result of an auto accident.

Enclosed is a copy of the police report for your review.

Upon receipt and review, please contact my assistant, Imary Alicea to settle the property damage portion of the claim as soon as possible. Please note Imary Alicea email address is

Also, pursuant to the R.I.G.L. 2 7-7-5- please provide the amount of your insured's Liability Coverage.

Accordingly, upon settlement the tax identification number is: 473478678.

Thank you for your attention and anticipated cooperation.

Very truly yours,

Robert V. Russo, Esq.
RVR/km

CITY OF WOONSOCKET, RI

18 MAY 23 PM 12:47

Woonsocket Fire Department

5 Cumberland Hill Rd.

Woonsocket, RI 02895

ATTN: Chief P. Shatraw

Dear Chief:

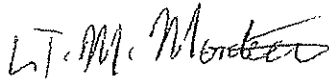
On the morning of May 22, 2018, Squad 4 left the fuel depot and proceeded to the corner of Singleton St. and Harris Ave. At some point a small car got inbetween our vehicles. As E4 approached Harris Ave., a tractor trailer was preparing to turn onto Singleton St. E4 stopped prior to the intersection. It didn't appear that there would be enough room for the tractor trailer to clear the front end of E4. After both mirrors were checked, R4 was the only vehicle in sight. It was a comfortable distance away. E4 slowly rolled back just a few feet. Unbeknownst to us, there was a small car close to the tailgate. The car was positioned directly behind the engine and not observable with the mirrors.

There was no damage to E4. There was cosmetic damage to the front bumper of the other vehicle. The front license plate was also bent.

The driver was offered medical attention but refused. The police and deputy chief were notified and both responded.

Please except my apology and Squad 4 will be more cautious of traffic.

Sincerely



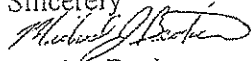
Lt. M. Montecalvo

Dear Chief:

On the morning of 5/22/18, engine 4 was driving up Singleton St. to Harris Ave. A 18-wheeler was taking a left from Harris Ave. onto Singleton St. After checking the mirrors and seeing rescue 4 a significant distance behind engine 4, I rolled the truck back a few feet to give the 18-wheeler more room. I hadn't realized a car was behind the engine and out of view of my mirrors.

There was minor damage to front bumper of car and no (new) damage to the rear of engine 4. The police and deputy were notified. The driver of the car was assessed and refused treatment & transport. A refusal form was signed.

Sincerely




Pvt. M. Beckman

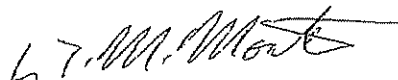
Fire Lt. Mark Montecalvo

From: Woonsocket Fire Department [no-reply@wufoo.com]
Sent: Tuesday, May 22, 2018 9:17 PM
To: Fire Lt. Mark Montecalvo
Subject: Woonsocket Fire Department Apparatus MVA Report

Thank you

Woonsocket Fire Department Apparatus MVA Report

CURRENT DATE *	Tuesday, May 22, 2018
OFFICER REPORTING ACCIDENT *	Montecalvo, Mark Lieutenant
CITY DEPARTMENT INVOLVED	FIRE DEPARTMENT
DATE OF ACCIDENT *	Tuesday, May 22, 2018
TIME OF ACCIDENT *	10:45:00 AM
TYPE OF ACCIDENT *	MOTOR VEHICLE ACCIDENT
WAS A POLICE REPORT DONE *	YES
WAS THERE BODILY INJURY *	NO
EXPLAIN THE ACCIDENT *	A tractor trailer was taking a left from Harris onto Singleton. E4 stopped on Singleton, prior to the intersection but felt it still wasn't enough room for the tractor trailer to avoid hitting our front end. E4 rolled back just a few feet and made contact with a small car that was out of site from our mirrors. There were no injuries and the driver refused treatment. The Police and the Deputy Chief were notified and responded.
WHERE THE ACCIDENT OCCURRED	 Intersection of Singleton St. and Harris Ave. Woonsocket, Rhode Island 02895 United States
DEPUTY CHIEF ON DUTY *	Deputy Fire Chief Oakland
MEMBER EMAIL IF WANT A COPY	mmontecalvo@woonsocketri.org



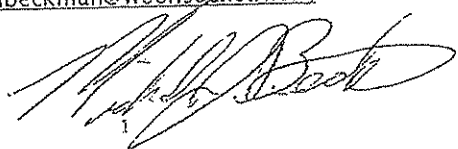
Pvt. Michael Beckman

From: Woonsocket Fire Department [no-reply@wufoo.com]
Sent: Tuesday, May 22, 2018 9:33 PM
To: Pvt. Michael Beckman
Subject: Woonsocket Fire Department Apparatus MVA Report

Thank you

Woonsocket Fire Department Apparatus MVA Report

CURRENT DATE *	Tuesday, May 22, 2018
OFFICER REPORTING ACCIDENT *	Beckman, Michael Private
CITY DEPARTMENT INVOLVED	FIRE DEPARTMENT
DATE OF ACCIDENT *	Tuesday, May 22, 2018
TIME OF ACCIDENT *	10:45:00 AM
TYPE OF ACCIDENT *	MOTOR VEHICLE ACCIDENT
WAS A POLICE REPORT DONE *	YES
WAS THERE BODILY INJURY *	NO
EXPLAIN THE ACCIDENT *	E4 stopped prior to the intersection of Singleton St and Harris Ave. An 18-wheeler was making a left turn onto Singleton St. I rolled the truck back a few feet to give the 18 wheeler more room to turn. In doing so I made contact with a vehicle that was in my blind spot. Police and deputy notified. No injuries were found. Driver of car refused treatment.
WHERE THE ACCIDENT OCCURRED	<input type="checkbox"/> Singleton St and Harris Ave intersection Woonsocket, RI 02895 United States
DEPUTY CHIEF ON DUTY *	Deputy Fire Chief Oakland
MEMBER EMAIL IF WANT A COPY	mbeckman@woonsocketri.org



Pvt. Jason Paskanik

From: Woonsocket Fire Prevention (no-reply@wufoo.com)
Sent: Tuesday, May 22, 2018 9:24 PM
To: Pvt. Jason Paskanik
Subject: Woonsocket Fire Department Witness Statement

Thank you very much for your Witness Statement

Woonsocket Fire Department Witness Statement

What Chief of the Department

Division is

Requesting

the

Statement *

Current 9:00:00 PM

Time *

Date * Tuesday, May 22, 2018

Place of the Singleton st

Incident *

Name * RLt Jason Paskanik

Date of 10/08/1976

Birth *

What is 65 Knollwood Dr. Woonsocket RI 02895

your

Current

Address? *

What is firefighter

your

occupation?

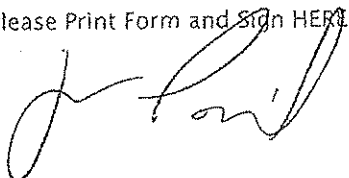
*

Please explain the series of events, witnessed *

Dear Chief, I witnessed the accident involving Sq4 on Singleton St at Harris Ave. While traveling down Singleton St a small 4 door sedan was tailing S4 to its stop at the intersection, I viewed an 18 wheeler attempting to turn down Singleton and S4 started rolling back and came into contact with the sedan. Immediately I laid on the horn and picked up the Mic and said "stop" at which time S4 stopped and moved forward. At the time of the initial stop at intersection, the sedan was in the middle of S4 between the taillights and appeared to be with 3-5 feet of the rear bumper as if it were a normal vehicle in front. My vehicle (R4) was positioned a full car length behind the sedan.

YOUR NAME * Paskanik, Jason Rescue

YOUR EMAIL ADDRESS * jpaskanik@woonsocketri.org

Signature: Please Print Form and Sign HERE
Print Form and Sign HERE


THIS STATEMENT IS TO THE BEST OF MY KNOWLEDGE

STATE OF RHODE ISLAND UNIFORM CRASH REPORT

Reporting Agency Name Woonsocket		Report Number 18-446-AC		Crash Date 05/22/2018		Crash Time 1046		Waik In Report <input type="checkbox"/>		Parking Lot <input type="checkbox"/>													
City or Town Name WOONSOCKET			Street or Highway 361 SINGLETON ST			Exit # 2		# of Lanes 25		Posted Speed Limit <input type="checkbox"/> N/A <input type="checkbox"/> Unk													
Nearest Intersection Street 714.2 HARRIS AVE			Direction From Nearest Intersection to Crash Site <input checked="" type="checkbox"/> At Inter. <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West			Distance From Nearest Inter. <input type="checkbox"/> Feet <input type="checkbox"/> Miles		Latitude +000.010000		Longitude -000.010000													
Unit ID 1		Driver's Last Name HENRIQUEZ		First Name JOHEALY		M.I. [REDACTED]		DOB [REDACTED]		Unit ID 2													
Unit ID 2		Driver's Last Name BECKMAN		First Name MICHAEL		M.I. J		DOB 04/28/1990															
Address 29 TOURO ST Apt. #R				City PROVIDENCE				Address 5 CUMBERLAND HILL RD				City WOONSOCKET											
State RI		Zip 02904		Home Phone 401-419-7920		Cell Phone		Work Phone		State RI		Zip 02895		Home Phone		Cell Phone		Work Phone					
Driver's License # 2998322				<input type="checkbox"/> CDL		Lic. State RI		Driver's License # 2622146				<input type="checkbox"/> CDL		Lic. State RI									
M/V Violation		M/V Violation		M/V Violation		M/V Violation		M/V Violation		M/V Violation		M/V Violation		M/V Violation									
Driver & Owner are Same <input checked="" type="checkbox"/>				Owner's Last Name HENRIQUEZ		First Name JOHEALY		M.I. [REDACTED]		Driver & Owner are Same <input type="checkbox"/>				Owner's Last Name WOONSOCKET FIR		First Name		M.I.					
Address 29 TOURO ST Apt. #R				City PROVIDENCE				Address 5 CUMBERLAND HILL RD				City WOONSOCKET											
State RI		Zip 02904		Home Phone [REDACTED]		Cell Phone		Work Phone		State RI		Zip 02895		Home Phone		Cell Phone		Work Phone					
Insurance Company Name PROGRESSIVE				<input type="checkbox"/> No Ins.		Insurance Policy Number 917505174		Insurance Company Name THE TRUST				<input type="checkbox"/> No Ins.		Insurance Policy Number 2017-2018									
Hit And Run <input type="checkbox"/> Yes, M/V & Driver left Scene <input type="checkbox"/> Yes, Driver left Scene <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk						Hit And Run <input type="checkbox"/> Yes, M/V & Driver left Scene <input type="checkbox"/> Yes, Driver left Scene <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk																	
Registration # MT268		<input type="checkbox"/> Not Reg.		State RI		Yr Reg. 2019		VIN 190UA66258A018317		Registration # 756		<input type="checkbox"/> Not Reg.		State RI		Yr Reg.		VIN 4S7BT23912C042662					
Veh Yr. 2008		Make ACURA		Model ATL		Color WHITE		Plate Type PC		Veh Yr. 2002		Make OTHER		Model FIRE ENGINE		Color RED		Plate Type DC					
Veh Travel Direction <input checked="" type="checkbox"/> Eastbound <input type="checkbox"/> Westbound <input type="checkbox"/> Not on Roadway <input type="checkbox"/> Unk						Veh Travel Direction <input type="checkbox"/> Northbound <input type="checkbox"/> Southbound <input checked="" type="checkbox"/> Eastbound <input type="checkbox"/> Westbound <input type="checkbox"/> Not on Roadway <input type="checkbox"/> Unk																	
Vehicle Towed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Towing Company Name		Haz Mat Placard? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Vehicle Towed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Towing Company Name		Haz Mat Placard? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
Person Type																							
1 Driver			4 Bicyclist			7 Other Ped. (Wheelchair, Person in Building, Skater, Ped. conveyance, etc.)			9 Occupant of a Non-Motor Veh Transportation Device														
2 Passenger			5 Other Cyclist			8 Occupant of Motor Veh. Not in Transport (Parked, etc.)			10 Unknown Type of Non-Motorist														
3 Pedestrian			6 Witness			11 Unknown																	
Unit ID		Sex		Seat Position		Other Location		Air Bag Deployed		Ejected		Protection System		Injury									
1 Unit 1		M Male		13 Other Row (Bus)		17 N/A		1 N/A 5 Other		1 No		1 N/A		1 Complaints of Pain									
2 Unit 2		F Female		14 Unk Row		18 Sleeper		2 No 6 Comb		2 Partially		2 None Used		2 Non-Incapacitating									
3 (etc.) or N/A		U Unk		15 Other Seat		19 Other Enclosed Area		3 Front 7 Unk		3 Totally		3 Shoulder & Lap		3 Incapacitating									
				16 Unk Seat		20 Other Unenclosed Area		4 Side		4 N/A		4 Shoulder Only		4 Fatal									
						21 Towed Unit				5 Unk		5 Lap Only		5 No Injury									
						22 Unk						6 Type Unk		6 Unk									
												7 Child - Forw Facing											
												8 Child - Rear Facing											
												9 Booster Seat											
												10 Child - Unk											
												11 Helmet Used											
												12 Other											
												13 Unk											
Name: Occupants - Witnesses - Pedestrians - Bicyclists				Person Type		Unit ID		Sex		DOB		Seat Pos.		Air Bag Deployed		Ejected		Prot. System		Injury		Trans by Rescue	
JOHEALY HENRIQUEZ				1		1		F		12/10/1993		1		2		1		3		5		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
MICHAEL J BECKMAN				1		2		M		04/28/1990		1		2		1		3		5		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
MARK A MONTECALVO				2		2		M		04/13/1964		3		2		1		3		5		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Non-Vehicle Property Damage												<input type="checkbox"/> State Property		<input type="checkbox"/> City/Town Property		<input type="checkbox"/> Private Property							
Owner						Address																	
Home Phone		Cell Phone		Work Phone		Damage Description																	
Reporting Officer Name Patrol Officer Patrick T McGourty								Reporting Officer Badge Number 69		Report Date 05/22/2018		Prohibit Public Release No											

Report Number
18-446-AC

STATE OF RHODE ISLAND UNIFORM CRASH REPORT
CODING GUIDE

1 Type of Roadway
1 Two-Way, Not Divided (No Median or Barrier)
2 Two-Way, Not Divided With a Continuous Left Turn Lane
3 Two-Way, Divided, Unprotected (painted >4 feet) Median
4 Two-Way, Divided, Positive Median Barrier
5 One-Way Trafficway
6 Unknown

1 Road Surface Condition (Prevailing)
1 Dry 5 Ice/Frost 9 Oil
2 Wet 6 Water (Standing, Moving) 10 Other
3 Snow 7 Sand 11 Unknown
4 Slush 8 Mud, Dirt, Gravel

1 Light Condition (Prevailing)
1 Daylight 5 Dark - Not Lighted
2 Dawn 6 Dark - Unknown Lighting
3 Dusk 7 Other
4 Dark - Lighted 8 Unknown

1 Weather Condition (Prevailing)
1 Clear 5 Sleet, Hail (Freezing Rain or Drizzle)
2 Cloudy 6 Snow
3 Fog, Smog, Smoke 7 Blowing Snow
4 Rain 8 Severe Crosswinds

2 Manner of Impact
1 Not a Collision Between Two Motor Vehicles in Transport
2 Rear End (Front-to-Rear)
3 Head-On (Front-to-Front)
4 Angle (Front-to-Side) Same Direction
5 Angle (Front-to-Side) Opposite Direction
6 Angle (Front-to-Side) Right Angle (Includes Broadside)
7 Angle-direction Not Specified
8 Sideswipe, Same Direction
9 Sideswipe, Opposite Direction
10 Rear-to-Side
11 Rear-to-Rear
12 Other
13 Unknown

School Bus Related Crash?
(Directly Involved indicates Contact was Made)
 Yes, Directly Involved No
 Yes, indirectly involved

Traffic Controls
1 No Controls 7 Yield Signs
2 Person 8 Warning Signs
3 Traffic Control Signal 9 Railway Crossing Device
4 Flashing Traffic Control Sig. 10 Pavement Markings
5 School Zone Signs 11 Other
6 Stop Signs 12 Unknown

Pre-Crash Traffic Controls Malfunctioning, Damaged or Missing?
 Yes No N/A

Construction Zone Crash?
(Crash Occurs in or Related to Construction, Maintenance, or Utility Work Zone.
May Include Vehicles Slowed or Stopped because of Work Zone)
 Yes No

Construction Workers Present?
 Yes No

Contributing Circumstances Environment
1 None
2 Weather Conditions
3 Physical Obstructions
4 Glare
5 Animal(s) in Roadway
6 Other
7 Unknown

1st 1
2nd
3rd
1st 1
2nd
3rd

Contributing Circumstances Road
1 None
2 Road Surface Condition (Wet, Icy, Snow, Slush, etc.)
3 Debris
4 Rut, Holes, Bumps
5 Work Zones (Construction/Maintenance/Utility)
6 Worn, Travel-Polished Surface
7 Obstruction in Roadway
8 Traffic Control Device Inoperative, Missing or Obscured
9 Shoulders (None, Low, Soft, High)
10 Non-Highway Work
11 Other
12 Unknown

1 Vehicle #1 Unit Types Vehicle #2 16
1 Passenger Car 6 Motor Home 11 Motorcycle 17 Tow Truck
2 (Sport) Utility Vehicle 7 School Bus 12 Moped 18 Pedestrian
3 Passenger Van 8 Transit Bus 13 Low Speed Vehicle 19 Bicyclist
4 Cargo Van (10K lbs [4,536 kg] or Less) 9 Motor Coach 14 Other Light Trucks (10K lbs [4,536 kg] or Less) 20 Witness
5 Pickup 10 Other Bus 15 Tractor Trailer or Combination (More than 10K lbs [4,536 kg]) 21 Other
16 Medium/Heavy Trucks (More than 10K lbs [4,536 kg])

Vehicle #1 Yes No Does this Vehicle have Seats to Transport 9 or more people, including the Driver's Seat? Vehicle #2 Yes No

Vehicle #1 Yes No Was this Vehicle in Tow? Vehicle #2 Yes No

1 Vehicle #1 Special Function Vehicle Vehicle #2 8
1 No Special Function 3 Vehicle Used as School Bus 5 Military 7 Ambulance
2 Taxi 4 Vehicle Used as Other Bus 6 Police 8 Fire Truck
9 Unknown

Report Number
18-446-AC

STATE OF RHODE ISLAND UNIFORM CRASH REPORT CODING GUIDE

Yes No Unk Police, Ambulance or Fire Truck Responding to a Call?
Vehicle #2 Yes No Unk

1 Vehicle #1 Motor Vehicle Position Vehicle #2 1
 1 Motor Vehicle on Roadway 2 Motor Vehicle Parked 3 Working Vehicle/Equipment

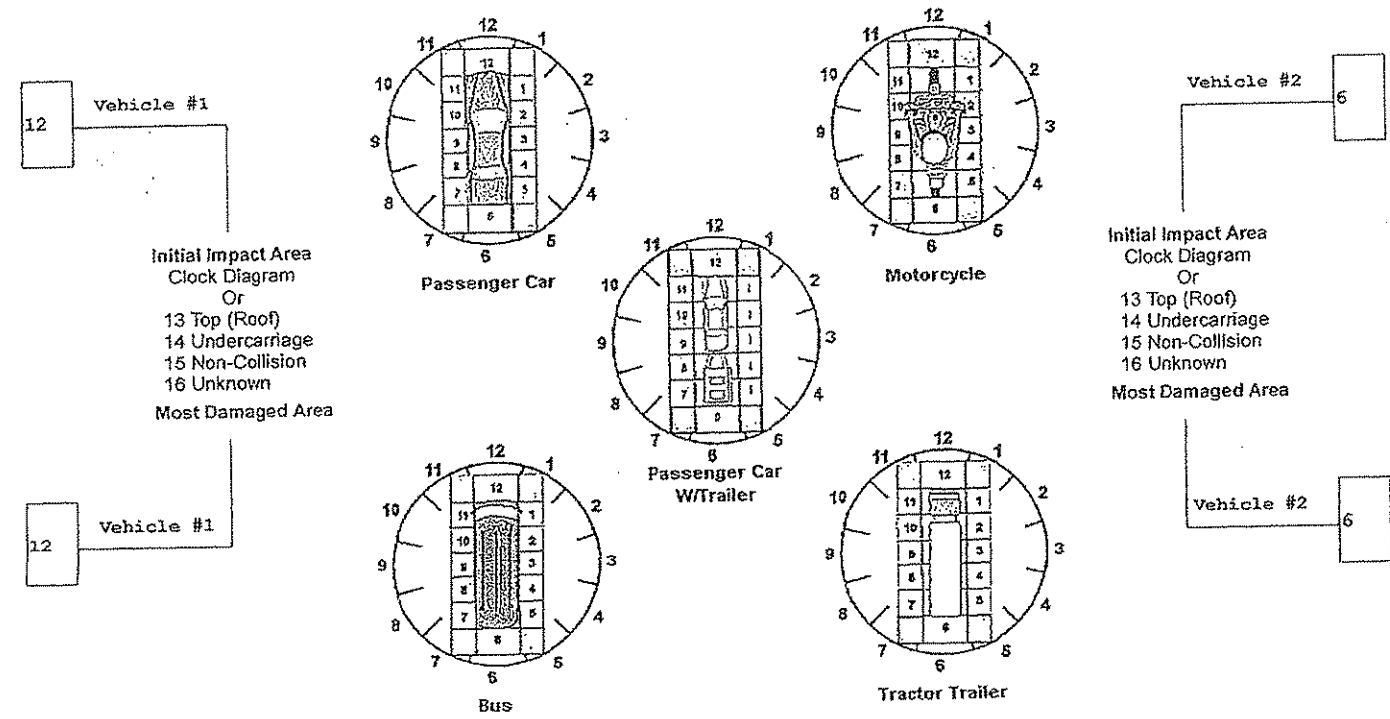
3 Vehicle #1 Extent of Damage Vehicle #2 3
 1 No Damage Observed 2 Minor damage (less than or equal to \$1000) 3 Functional Damage (greater than \$1000) 4 Disabling Damage (greater than \$1000)

13 Vehicle #1 Most Harmful Event Vehicle #2 13
 Non-Collision: Collision with Person, Motor Veh, or Non-fixed Obj: Collision with Fixed Object:

- | | | | |
|---|--|--|---|
| <ul style="list-style-type: none"> 1 Overturn/Rollover 2 Fire/Explosion 3 Immersion 4 Jackknife 5 Cargo/Equip. Loss or Shift 6 Fell/Jumped from Motor Veh. 7 Thrown or Falling Object 8 Other Non-Collision | <ul style="list-style-type: none"> 9 Pedestrian 10 Pedalcycle 11 Railway Vehicle (Train, Engine) 12 Animal 13 Motor Vehicle in Transport 14 Work Zone/Maintenance Equipment 15 Other Non-Fixed Object | <ul style="list-style-type: none"> 16 Impact Attenuator/Crash Cushion 17 Bridge Overhead Structure 18 Bridge Pier or Support 19 Bridge Rail 20 Culvert 21 Curb 22 Ditch 23 Embankment 24 Guardrail Face 25 Guardrail End 26 Jersey/Concrete Traffic Barrier 27 Other Traffic Barrier | <ul style="list-style-type: none"> 28 Tree (Standing) 29 Landscaping 30 Utility Pole (Elec/Tele)/Light Support 31 Highway Lighting/Light Standard 32 Traffic Sign/Support 33 Traffic Signal/Support 34 Traffic Control Box 35 Variable Message Board/Arrow Board 36 Other Post, Pole, or Support 37 Fence 38 Mailbox 39 Other Fixed Obj. (Wall, Building, Tunnel, etc.) |
|---|--|--|---|

40 Unknown - Most Harmful Event

13 Vehicle #1 Vehicle Action Prior Vehicle #2 2
 1 Movements Essentially Straight Ahead 6 Turning Left 11 Negotiating a Curve
 2 Backing 7 Making U-Turn 12 Parked
 3 Changing Lanes 8 Leaving Traffic Lane 13 Stopped in Traffic
 4 Overtaking/Passing 9 Entering Traffic Lane 14 Other
 5 Turning Right 10 Stowing 15 Unknown



Report Number
18-446-AC

STATE OF RHODE ISLAND UNIFORM CRASH REPORT CODING GUIDE

1st	Vehicle #1	Sequence of Events	Vehicle #2
13			13
2nd			2nd
3rd			3rd
4th			4th

Non-Collision:

- 1 Overturn/Rollover
- 2 Fire/Explosion
- 3 Immersion
- 4 Jackknife
- 5 Cargo/Equipment Loss or Shift
- 6 Fell/Jumped from Motor Vehicle
- 7 Thrown or Falling Object
- 8 Other Non-Collision

Collision with Person, Motor Veh, or Non-fixed Obj:

- 9 Pedestrian
- 10 Pedalcycle
- 11 Railway Vehicle (Train, Engine)
- 12 Animal
- 13 Motor Vehicle in Transport
- 14 Work Zone/Maintenance Equipment
- 15 Other Non-Fixed Object

Collision with Fixed Object:

- 16 Impact Attenuator/Crash Cushion
- 17 Bridge Overhead Structure
- 18 Bridge Pier or Support
- 19 Bridge Rail
- 20 Culvert
- 21 Curb
- 22 Ditch
- 23 Embankment
- 24 Guardrail Face
- 25 Guardrail End
- 26 Jersey/Concrete Traffic Barrier
- 27 Other Traffic Barrier
- 28 Tree (Standing)
- 29 Landscaping
- 30 Utility Pole (Elec/Tele)/Light Support
- 31 Highway Lighting/Light Standard
- 32 Traffic Sign/Support
- 33 Traffic Signal/Support
- 34 Traffic Control Box
- 35 Variable Message Board/Arrow Board
- 36 Other Post, Pole, or Support
- 37 Fence
- 38 Mailbox
- 39 Other Fixed Obj. (Wall, Building, Tunnel, etc.)

40 Unknown - Sequence of Events

1	Driver Vehicle #1	Driver Distracted	Driver Vehicle #2
1			1

- 1 Not Distracted
- 2 Electronic Communication Devices (Cell Phone, Pager, etc.)
- 3 Other Electronic Devices (Navigation Device, Palm Pilot, etc.)

- 4 Other Inside the Vehicle
- 5 Other Outside the Vehicle
- 6 Unknown

1	Driver Vehicle #1	Physical Condition of Driver	Driver Vehicle #2
1			1

- 1 Apparently Normal
- 2 Emotional (Depressed, Angry, Disturbed, etc.)
- 3 Ill (Sick)

- 4 Fell Asleep, Fainted, Fatigued, etc.
- 5 Under the Influence of Medications/Drugs/Alcohol
- 6 Other

1st	Vehicle #1	Non-Motorist Safety Equipment	Vehicle #2
2nd	Vehicle #1		2nd

- 1 None
- 2 Helmet
- 3 Protective Pads Used (Elbows, Knees, Shins, etc.)
- 4 Reflective Clothing (Jacket, Backpack, etc.)

- 5 Lighting
- 6 Other
- 7 N/A
- 8 Unknown

Alcohol and/or Drug Testing			
Driver Vehicle #1	Driver Vehicle #2	Driver Vehicle #1	Driver Vehicle #2
Alcohol	Drug	Alcohol Test Result	
Chemical Test	Alcohol	BAC	BAC
None Given	None Given	Pending	Pending
Test Refused	Test Refused	Unknown	Unknown
Unknown if Tested	Unknown if Tested	Drug Test Result	
Blood	Blood	Positive	Positive
Urine	Urine	Negative	Negative
Serum	Serum	Awaiting Test Result	Awaiting Test Result
Other	Other		
Breath	Breath		

NARRATIVE FOR PATROL OFFICER PATRICK T MCGOURTY

Ref: 18-446-AC

On 05/22/18 at 1046 hrs I was dispatched to the intersection of Singleton St and Harris Ave for a motor vehicle accident involving a WFD fire apparatus.

Upon arrival I made contact with Lt Montecalvo of squad 4. Lt Montecalvo advised me that there were no injuries in the accident and that a medical refusal was being obtained from the other motorist. Lt Montecalvo informed me that he was the officer in charge of the engine and was seated in the passenger seat. As the engine was stopped at the Harris Ave intersection, a tractor trailer unit was attempting to turn onto Singleton St.

Lt Montecalvo stated that his driver, Pvt Michael Beckman, checked his mirrors and then allowed the engine to roll backwards. In doing so, the engine struck a vehicle that was stopped behind them.

I spoke with Pvt Beckman who stated that when he checked his mirrors, he only saw Rescue # 4 stopped behind his engine. He did not see any other vehicles, so he let the engine roll backwards slightly to allow the tractor trailer unit more room to make the turn. As the engine was backing, he felt a slight bump. Upon exiting the engine, Pvt Beckman realized that there had been a vehicle between Engine 4 and Rescue 4.

I spoke to the operator of V1, Johealy Henriquez, who confirmed that she was not injured. Henriquez stated that she was stopped behind the fire engine when it rolled into the front of her vehicle. I observed moderate damage to the front end of V1 which was photographed.

I observed damage to the rear bumper of Engine 4, including the sign that reads "Keep Back 500 Feet". Photographs of taken of Engine 4 which are included in this report.

Based on my investigation, it is believed that Henriquez stopped her vehicle too closely to Engine 4, and was within the blind spot of Pvt Beckman.

*****NEW LICENSE APPLICATION*****

WOONSOCKET, RI 02895

License #

DATE: 7/19/18 ADVERTISING FEE (If any) \$ 225.00
License FEE: \$ 50.00

Establishment: Aerotrapolone Park

Location: 1500 Diamond Hill Road respectfully prays to hold a

Type of License: Victualing class 1 To expire on December 1, 2018

Business Phone Number: 401-762-2000 10 a.m.-11 p.m.

Mail License to: 1500 Diamond Hill Rd #16B
Woonsocket, RI 02895

[Signature]
Signature of Applicant

Email Address: Aerotrapolone park RI. com

Jia Min Chen
Print Name

Cell Phone: 857-222-8087

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

In City Council

In City Council
August 6, 2018

Read and ordered advertised.

Petition

Date Paid: 7/19/18 CK 1139 (Advertising)
CK 1142
JB

Date Issued: _____

THE CALL
75 MAIN STREET
WOONSOCKET RI 02895

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 07/19/18 12:58 by cpell

Acct #: 2047

Ad #: 369150

Status: N

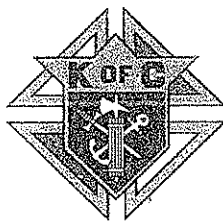
**City Council
Woonsocket, RI**

Application to hold a 1st Class Victualing li-
cense has been made at
the office of the City
Clerk as follows: Aero
Trampoline Park, LLC,
1500 Diamond Hill
Road.

City Council will hold
a public hearing on this
application in Harris
Hall, 169 Main St, on
Monday, August 6,
2018 at 7:00 PM.

All persons interested
and wishing to be heard
are invited to attend.

**Christina
Harmon-Duarte
Clerk of the
City Council**



Knights of Columbus Council 113

July 31, 2018

Members of City Council,

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

We are again requesting permission to hold a Tootsie Roll Drive on Saturday, September 8 with a rain date of Saturday September 15 Due that we had rain both day in May

We offer tootsie rolls and ask for donations. All proceeds benefit mentally and physically challenged people and special olympics of the Greater Woonsocket area.

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

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

Sincerely,

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

Raymond J. Riel, PGN

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F

Museum of Work & Culture, 42 South Main Street – August 8, 2018

CLASS F1 WITH ENTERTAINMENT

Hearts of Hope, 541 River Street (Live Band) – September 8, 2018 (rain date: September 9th)

St. Stanislaus Kostka Church, 124 Harris Avenue (Live Band, DJ) – August 11, 2018

DAILY ENTERTAINMENT

St. Ann Arts & Cultural Center, 84 Cumberland Street (DJ) – August 18, 2018

RENEWALS

HOLIDAY SALES

Aero Trampoline Park, 1500 Diamond Hill Road

Gulf Express, 852 Park Avenue

RI Liquors, Inc., 266 Mendon Road

Santo Domingo Market, 575 Mason Street

QUARTERLY ENTERTAINMENT

Aly's Pub, 80 River Street (Live Band, DJ, Karaoke)

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

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

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

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

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

PRIVATE DETECTIVE

Janet Bronstein, 129 Morin Street

SECOND HAND DEALER AUTO

Lise, Inc., D/B/A Cousins Auto Sales, 45 Foundry Street

North Main Truck & Auto Sales, 565 North Main Street

SECOND HAND DEALER MERCHANDISE

Danny's Appliance, 598 Wood Avenue

TOBACCO

Gulf Express, 852 Park Avenue

RI Liquors, Inc., 266 Mendon Road

TABLED

SPECIAL EVENT / ALCOHOL

Micky Amphonedara (Dunn Park, August 26, 2018)

Jacobs

Jacobs Engineering Group

11 Cumberland Hill Rd

Woonsocket RI 02895

Tel 401.356.1468

Fax 401.356.1478

August 1, 2018

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

Subject: July 2018 Odor Report

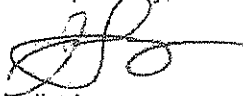
Dear Councilors,

There were three (3) complaints filed with the Woonsocket Regional Wastewater Commission during the month of July 2018.

I've attached graphs of monthly odor complaints received since January of 2015 and yearly complaints received since 2008. I've also attached the monthly odor complaint log which outlines the details of the complaints as well as the possible or probable root causes.

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

Respectfully,

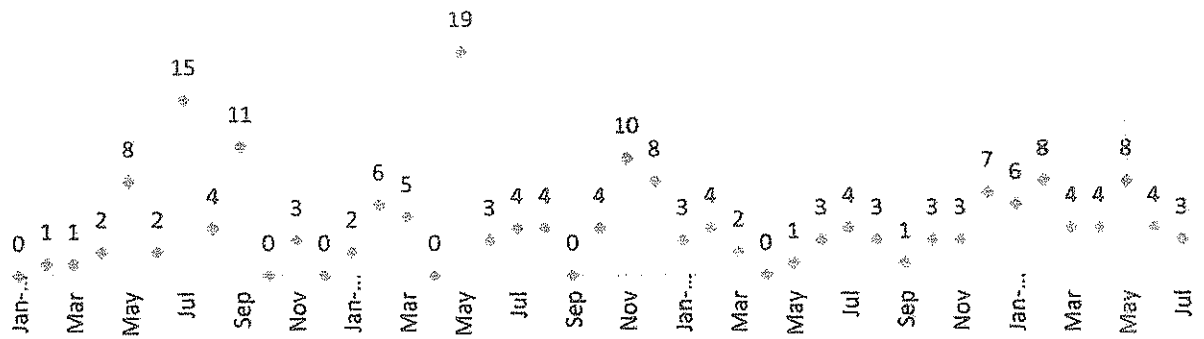


Jim Lauzon
Jacobs Engineering Group Project Manager

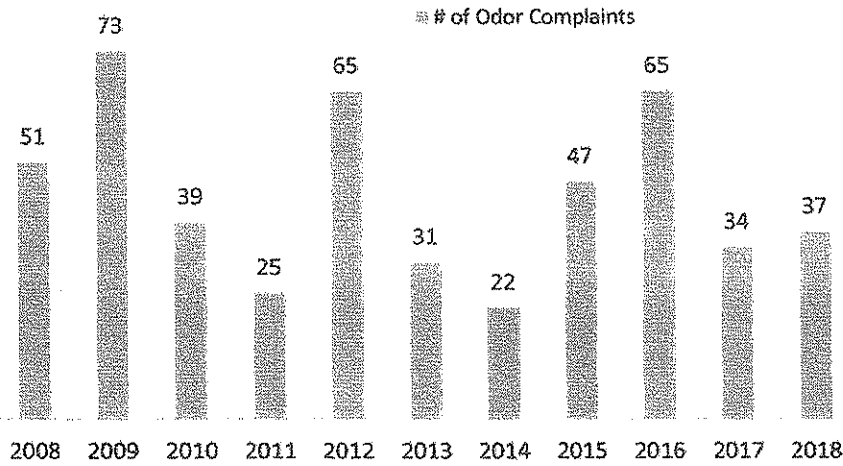
cc: Steve D'Agostino, City of Woonsocket
Jon Pratt, City of Woonsocket
Christina Duarte, City of Woonsocket
Kevin Handley, Synagro Assistant Plant Manager
Nick Quigley, Synagro Plant Manager
Alex Pinto, RIDEM, Office of Water Resources
Laurie Grandchamp, RIDEM, Office of Air Resources
Chris John, RIDEM Office of Compliance
Laurie Toscano, Weston & Sampson
Kevin Dahl, CH2M
File

Att: Monthly and Yearly odor complaint graphs
July Odor Complaint Report

Woonsocket Odor Complaints by Month



Woonsocket Odor Complaints by Year





Report Criteria

- Complete is between 7/1/2018 AND 7/31/2018
- Repair Center is Woonsocket
- Problem is "Excessive Odors" OR "Odor Complaints or Odor Complaints"

UDF Field 6: 7/11/2018

Date/Time of Complaint: 7/11/2018 4:17:00 PM
 Work Order #: WOO-1338047
 Customer Name: Mike Fontaine
 Day: Wednesday
 Address: 954 Elm St
 Reason: Online odor complaint, smells like urine
 Labor Report: Jacobs - All systems operating normally Potential root cause could be odors coming from #1 Primary Clarifier as it is being emptied in preparation for demolition and complete replacement
 Synagro -
 Wind Direction: NE
 Wind Speed: 1 mph, gusts 15
 Temperature: 76 deg F

UDF Field 6: 7/17/2018

Date/Time of Complaint: 7/17/2018 11:10:00 AM
 Work Order #: WOO-1341121
 Customer Name: Jessica Brook
 Day: Tuesday
 Address: Cass Ave
 Reason: Sitting on the porch for one hour and it smells like sewer bad, feel headache and dizzy, I have health concerns
 Labor Report: Jacobs - Took odor recordings throughout plant, nothing detected
 Synagro - Roll-off dumpster truck unloaded at 10:00 AM and the truck had a bad smell. The rest of the plant is normal no action was taken
 Wind Direction: NE
 Wind Speed: 3 mph, gusts 18
 Temperature: 85 deg F

7/19/10 8:59 PM

Date/Time of Complaint: 7/19/10 8:59 PM
 Work Order #: WOO-1347584
 Customer Name: Jon Brien
 Day: Sunday
 Address: FB complaints
 Reason: Complaint lodged by J. Brien following numerous complaints/comments on Facebook.
 Labor Report: Jacobs - J. (JB) saw the initial comment on FB as soon as it was posted and contacted the operator on duty immediately. I was told the plant was ok, if anything...better than usual.
 Synagro - Please provide more detail if you have it. I asked my guys to check things out but it's difficult without knowing why someone named Synagro directly
 Wind Direction:
 Wind Speed:
 Temperature:

Jacobs

Jacobs Engineering Group

11 Cumberland Hill Rd

Woonsocket RI 02895

Tel 401.356.1468

Fax 401.356.1478

July 2, 2018

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

Subject: June 2018 Odor Report

Dear Councilors,

There were four (4) complaints filed with the Woonsocket Regional Wastewater Commission during the month of June 2018.

I've attached graphs of monthly odor complaints received since January of 2015 and yearly complaints received since 2008. I've also attached the monthly odor complaint log which outlines the details of the complaints as well as the possible or probable root causes.

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

Respectfully,

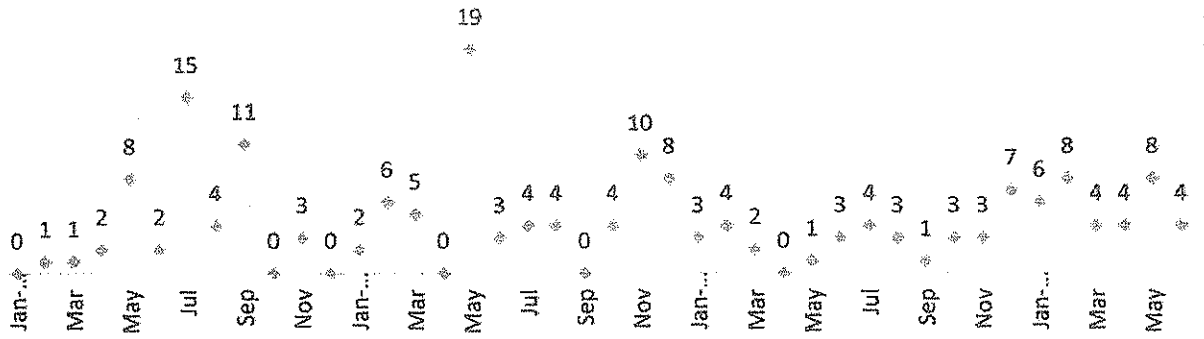


Jim Lauzon
Jacobs Engineering Group Project Manager

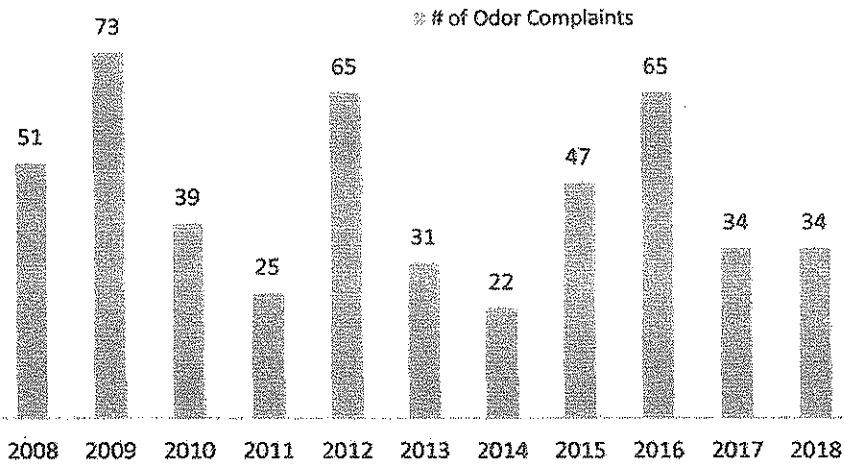
cc: Steve D'Agostino, City of Woonsocket
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Nick Quigley, Synagro Plant Manager
Alex Pinto, RIDEM, Office of Water Resources
Laurie Grandchamp, RIDEM, Office of Air Resources
Chris John, RIDEM Office of Compliance
Laurie Toscano, Weston & Sampson
Kevin Dahl, CH2M
File

Att: Monthly and Yearly odor complaint graphs
June Odor Complaint Report

Woonsocket Odor Complaints by Month



Woonsocket Odor Complaints by Year





Report Criteria

- Complete is between 6/1/2018 AND 6/30/2018
- Repair Center is Woonsocket
- Problem is 'Excessive Odor-ME' Odor Complaint or Odor Complaints

(UDF Field 6 Not Specified)

Date/Time of Complaint:
 Work Order #: WOO-1321389
 Customer Name: Carol Frisk
 Day:
 Address:
 Reason: Online odor complaint. Smells like manure
 Labor Report: Website complaints are not being transmitted to operations staff phones. City is working on this issue. The complaint could not be readily investigated.
 Wind Direction:
 Wind Speed:
 Temperature:

UDF Field 6: 6/9/2018

Date/Time of Complaint: 6/9/2018
 Work Order #: WOO-1324296
 Customer Name: William Doe
 Day: Saturday
 Address: 154 Woodlawn Rd
 Reason: Down Cumberland Hill Rd. the smell is terrible.
 Labor Report: Jacobs (CH2M) inspected the entire treatment facility. no findings. Synagro - Checked the entire plant
 Wind Direction: SE
 Wind Speed: 9 mph, gusts 20
 Temperature: 79 deg F

(UDF Field 6 Not Specified)

Date/Time of Complaint:
 Work Order #: WOO-1330666
 Customer Name: Jon Brien
 Day:
 Address:
 Reason: There was a Wall trucking truck bringing a load in however it smells ATROCIOUS. For the record there is s*** all over my wife's car and in my driveway her car and the interior of the vehicle smell like the worst s*** you can imagine. This is beyond the pale.
 Labor Report: A Wall's Trucking tanker was leaking sludge and deposited a pool of sludge near the intersection of Mendon Rd and Cumberland Hill Rd, and elsewhere. Several cars drove through it. Nick Quigley is going to contact Wall's about restitution for the affected party(ies)
 Wind Direction:
 Wind Speed:
 Temperature:

UDF Field 6: 6/26/2018

Date/Time of Complaint: 6/26/2018 3:40:00 AM
 Work Order #: WOO-1332005
 Customer Name: Carol Frisk
 Day: Thursday
 Address: 1216 Logee St.
 Reason: I can smell the plant from my house. No need to call back, just fix it
 Labor Report: Jacobs - Walked around to each location and did not smell or see anything out of the ordinary. Synagro -
 Wind Direction: S
 Wind Speed: 7 mph, gusts 12
 Temperature: 67 deg F

7/27, 2018

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

Re: Real estate located at the corner of Elm Street and Robinson Street (AP 36, Lot 79)

Dear Honorable Councilors

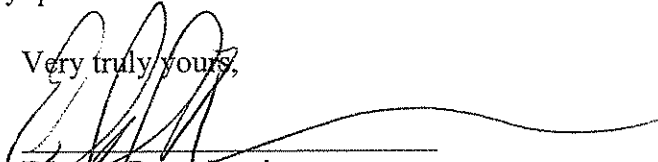
I am interested in purchasing a parcel of vacant land owned by the City and located at the corner of Elm Street and Robinson Street. The City Tax Assessor identifies the parcel as Plat 36, Lot 79 and it contains approximately 11,138 square feet of land.

It is my intention to combine said lot with two (2) other lots in which I have an ownership interest, namely Lots 76 and 78 in Plat 36, in order to form one new lot and develop same as an eight (8) unit condominium project. The condominium units will be sold and the project will not be comprised of subsidized housing or so-called "affordable housing units". The entire site would be cleaned up, nicely landscaped and maintained as a first-class apartment development. The landscaping design will incorporate plantings and materials which will be aesthetically pleasing and will create attractive surroundings and enhanced real estate values for both the apartment development and the surrounding area.

If this Honorable Council has an interest in pursuing the sale of the above captioned real estate for the above development please advise and I will submit a formal Offer to Purchase for your consideration.

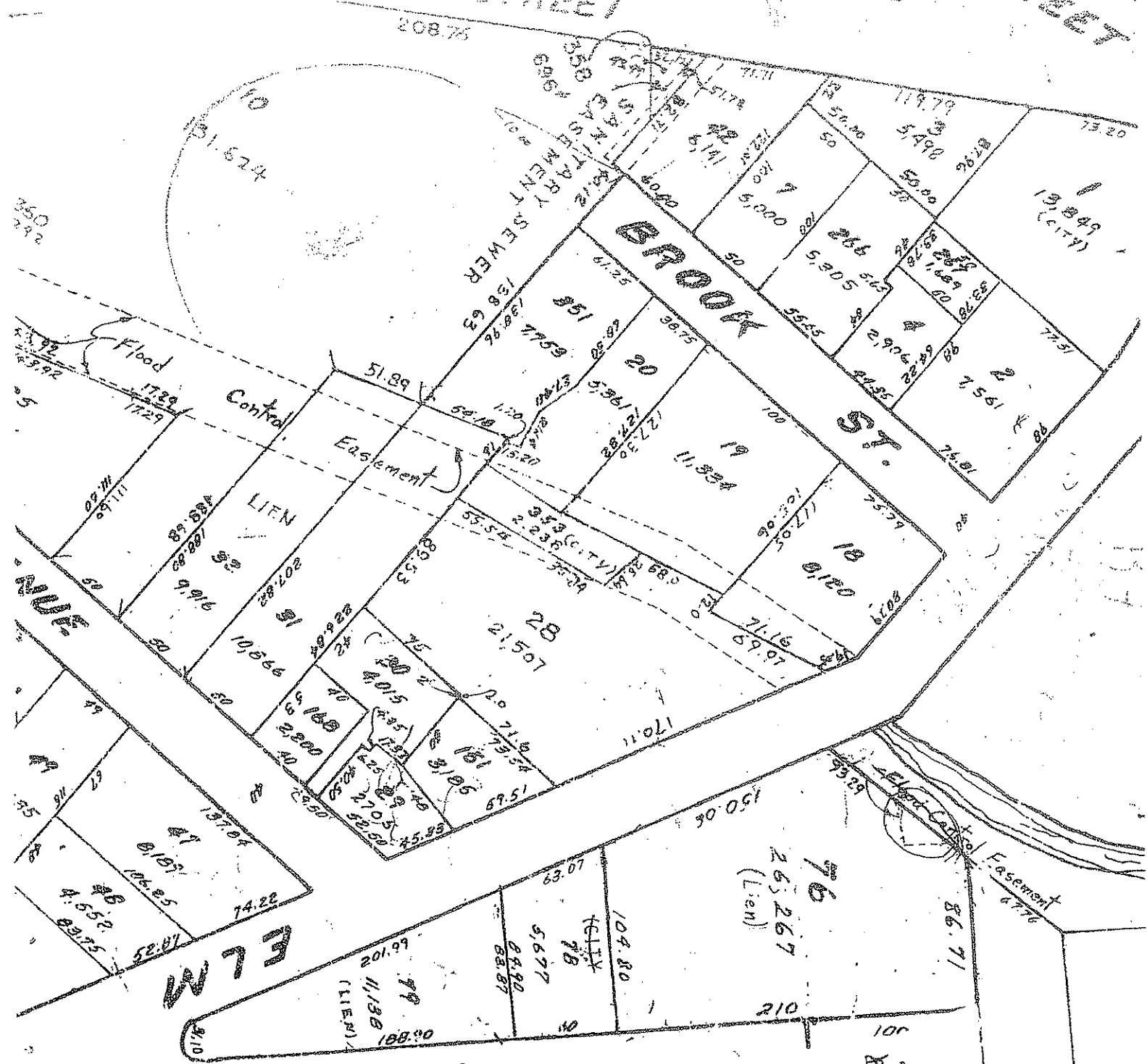
Please do not hesitate to contact me with any questions or comments.

Very truly yours,

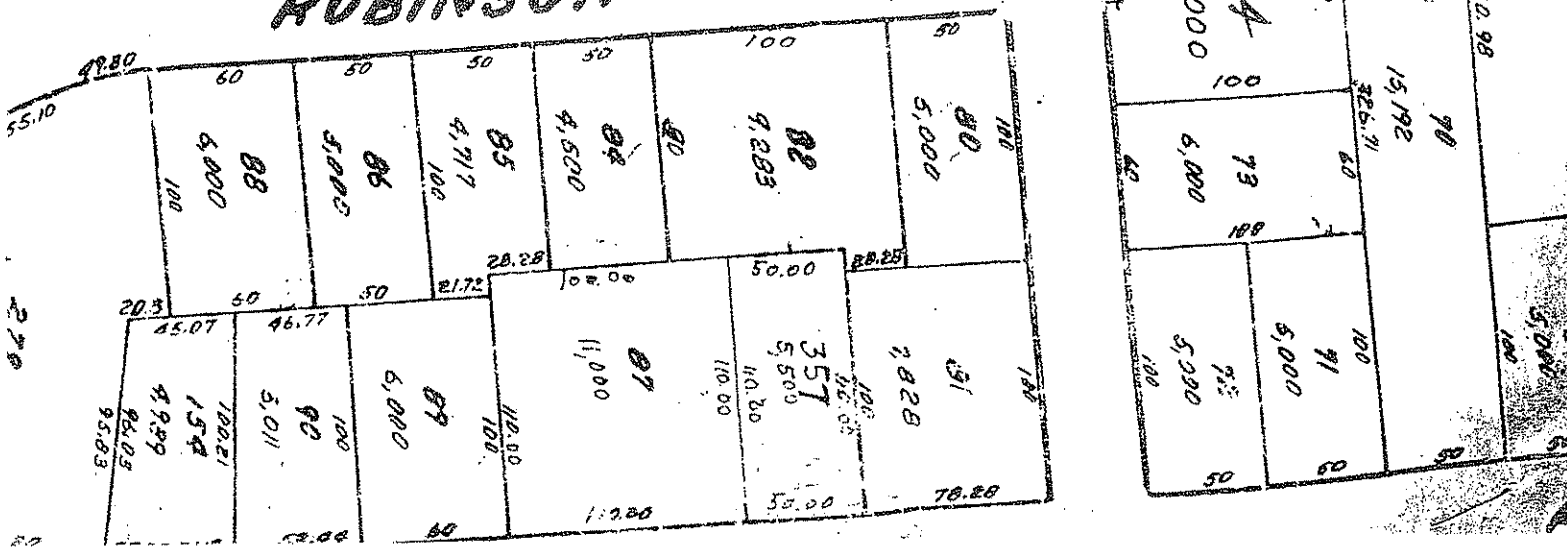


Edward Beauchemin

401-640-8393



ROBINSON



Albert G. Brien
513 South Main Street
Woonsocket, Rhode Island 02895

July 29, 2018


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

Re: August 6, 2018 City Council Meeting

Dear Ms. Duarte,

Pursuant to Chapter 2, Section 10 of the Home Rule Charter please be advised I respectfully request to be heard at the August 6 2018 City Council meeting regarding: Northeast re-val/assessment analysis & RISE PREP.

Thank you for your consideration,

A handwritten signature in black ink that reads "Albert G. Brien". The signature is written in a cursive style with a large initial 'A' and a long, sweeping underline.

Albert G. Brien

/agb

James Cournoyer
183 Glen Road
Woonsocket, RI 02895

August 1, 2018

City of Woonsocket
Attention: Ms. Christina Duarte – City Clerk
169 Main Street
Woonsocket, RI
02895
Delivered via email to cduarte@woonsocketri.org

RE: August 6, 2018 City Council Agenda Items

Dear Madam Clerk:

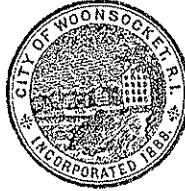
Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the August 6, 2018 meeting, please be advised that I would like to address and discuss the following:

- 1 – Discussion regarding RISE Prep Mayoral Academy and 30 Cumberland Street, including related zoning matters
- 2 – FY 2018 financial reports and financial condition
- 3 – Status of the Teachers' contract
- 4 – 2018/2019 CDBG Annual Action Plan

Thank you


James Cournoyer

City of Woonsocket
Rhode Island



Ordinance
Chapter

August 6, A.D. 2018

**AUTHORIZING CONNECTION TO
THE CITY OF WOONSOCKET WATER WORKS SYSTEM**

WHEREAS, Darazi Realty, LLC. has requested permission to connect to the City's Water Works System to service a restaurant at 371 Bound Road, Cumberland, Rhode Island; and

WHEREAS, the Town of Cumberland supports the request by the property owner to obtain a Woonsocket water connection; and

WHEREAS, the connection would be made to an existing City of Woonsocket water main on Bound Road.

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

Section 1. That the application of Darazi Realty, LLC. for permission to connect to the City of Woonsocket's Water Works System is hereby approved, subject to the applicant's conformance with all requirements set forth in the Rates, Rules and Regulations of the Water Division of the Public Works Department of the City of Woonsocket, and conformance with all requirements set forth in the City's Code of Ordinances, Chapter 18, Water and Sewers and Sewage Disposal.

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 inconsistent herewith are hereby repealed.

Daniel Gendron, City Council President
'by request of the Administration'

City of Woonsocket – Rhode Island

PETITION FOR PERMISSION TO CONNECT TO THE
WOONSOCKET WATER WORKS OR REGIONAL WASTE WATER SYSTEM

-SUBMIT COMPLETED FORM TO THE ENGINEERING DIVISION-

Name: Darazi Realty LLC NMDARAZI@yahoo.com
Address: 890 Mt Hope St
City, State, Zip Code: N. ATTLEBORO, MA 02760
Telephone Number: 508 851 0311
Address of Property: 14 Bound Rt (unplanned, RI) AKA 371-373 Bound Rd
Woonsocket, Rhode Island 02895
Woonsocket Map _____ Lot _____

Attach a sketch of proposed water, sewer and buildings. Upon approval of petition a formal site plan will need to be submitted for review. Plan will need to be stamped by a Professional Engineer and a Professional Land Surveyor.

Type of Connection Requested (check one)

Water

Sewer

Nearest Connection: across street

Purpose of Connection:

Request:

I/We, Naim Darazi, hereby request the permission of City of Woonsocket to permit the above referenced utility connection to the property above described, at our expense. This request is being submitted in accordance with Chapter 4681 of the Code of Ordinances of the City of Woonsocket.

06/19/2018
Date

[Signature]
Signature of Applicant

Provide Builder/Contractors Information

Name of Company: EXISTING BUILDING
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contractors License Number: _____

Return completed to: **Engineering Division
169 Main Street
Woonsocket, RI 02895**

ALL APPLICANTS MUST COMPLETE THE FOLLOWING INFORMATION

1. Estimate of daily amount of water expected to be used:

unknown gallons

2. Residential

Number of rooms and fixtures to be supplied by the water service:

a. Bedroom(s) 0

b. Bathroom(s) 2

1) Toilet(s) 2

Tank Capacity _____

2) Sink(s) 2

3) Tub(s) 1

4) Shower(s) 1

5) Other 1

c. Kitchen(s) _____

1) Sink(s) 2

2) Dishwasher(s) 1

3) Garbage Disposal(s) 1

d. Utilities:

1) Outside Faucet(s) 1

2) Lawn Sprinkler (circle one) ~~YES~~ NO

If YES, a plan must be submitted including information concerning the backflow preventer and sprinkler heads.

3. Commercial and Industrial should include the above information as applicable and other uses as required. Provide sewage pipe calculations.

4. Please verify that the following appurtenances will be installed in accordance with City Ordinance requirements prior to the City's activation of the service by placing an 'X' in the appropriate box:

a. Gate or ball-type valve immediately before and after the meter

b. Water meter: New Used

If used, a recent test report verifying meter register accuracy to +/-2% will be provided to the City prior to request for service activation. Backflow preventer between meter outlet valve and first take-off connection on services on 2" or larger

Applicants Signature: [Signature]

Return to: Engineering Division
169 Main Street
Woonsocket, RI 02895

OFFICE USE ONLY

Received by the Engineering Division 6/21/18

1) The Engineering Division has reviewed the request for connection to the Woonsocket Water Works System or the Regional Waste Water Plant in relation to City Policies, Engineering Practices and recently completed studies or outstanding questions and recommends the following:

APPROVED

DENIED

6/21/18
Date

[Signature]
For the Engineering Division

2) If this is a Sewer Petition then proceed to Item 4.

3) The Water Division has reviewed the request for connection to the Woonsocket Water Works System in relation to its conformity of the Rules and Regulations of the Woonsocket Water Division and its effect on the overall system and the impact on the neighborhood based upon recently completed studies or outstanding questions and recommends the following:

APPROVED

DENIED

6-26-18
Date

[Signature]
For the Water Division

4) If this petition is for an out-of-town connection then proceed to Item 6.

5) The Department of Planning & Development has reviewed the request for connection in the relation to its effect on the neighborhood based upon recently completed or outstanding questions and recommends the following action:

APPROVED

DENIED

Date

Director of Planning & Development

6) Return to the Engineering Division

7) Does petition require City Council Action? YES NO

If YES, then send to the City Clerk with Legislation and with a letter from the Director with his recommendation. If NO, then proceed to Item 7.

APPROVED

DENIED

Date

City Clerk

OFFICE USE ONLY

8) The Department of Public Works (through the appropriate divisions) has reviewed the request for connection to the Woonsocket Water Works System or the Regional Waster Water Plant in relation to its overall effect on the prospective system.

The application for petition is

APPROVED

7/5/18
Date

DENIED

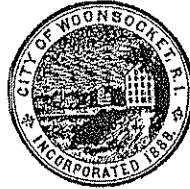


Director of Public Works/Administration

Explanation of Denial by any Department/Division

We believe that the request should be denied because of the following:

City of Woonsocket
Rhode Island



August 6 A.D. 2018

Ordinance

Chapter

TRANSFERRING FUNDS

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

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

FY19	DIVISION	ACCOUNT NO.	APPROPRIATION	OBJECT ITEM	AMOUNT
FROM:					
	Gen Fund Expenditures	1010-09754-54492	Contingencies	Contingency Account	\$4,400
	Other General Charges				
TO:					
	Board of Canvassers	1010-01552-52214	Purchased Services	Advertising	\$4,400
	Legislative Department				

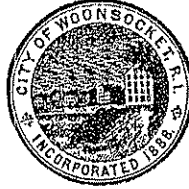
REASON FOR REQUEST:

To provide funding for Charter amendment advertising as prescribed under Ordinance 18-O-13

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

Daniel M. Gendron, City Council President
Per Request of Administration

City of Woonsocket
Rhode Island



August 6 A.D. 2018

Ordinance
Chapter

TRANSFERRING FUNDS

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

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

FY19	DIVISION	ACCOUNT NO.	APPROPRIATION	OBJECT ITEM	AMOUNT
FROM:					
	City Capital Fund	1597-51455-55500	Expenditures	Unallocated	\$147,120
TO:					
	City Capital Fund	1597-51955-55571	Expenditures	Vehicles & Outside Equip FY19	\$147,120

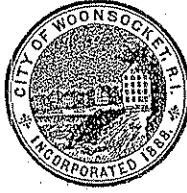
REASON FOR REQUEST:

To provide funding for the purchase of three (3) Police cruisers.

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

Daniel M. Gendron, City Council President
Per Request of Administration

City of Woonsocket
Rhode Island



August 6, A.D. 2018

Ordinance

Chapter

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

- WHEREAS,** the residents of Mowry Street have requested assistance with visibility issues exiting their street onto Park Avenue created by parked vehicles; and
- WHEREAS,** the Public Safety Director has identified that there is legislation in place prohibiting parking from pole number 54 but there no longer is a pole number 54; and
- WHEREAS,** Ordinance 17 O 69 incorrectly addressed this matter; and
- WHEREAS,** the Director of Public Safety has established the following revision to be in the best interest of the City and its residents.

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

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

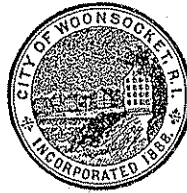
SECTION 1. That Division 2, Parking Regulations for Specific Streets (Nonmetered) Section 17-91. "Prohibited at all times; exceptions" of the Code of Ordinances, City of Woonsocket is hereby amended by changing the following:

Park Avenue, westerly side, from pole #54 northerly to the southwesterly corner of Mowry Street. Mowry Street to a point 92 feet northerly.
(Ch. No. 6320, Sec. 1, 2-1-97)

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.

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

City of Woonsocket
Rhode Island



August 6, A.D. 2018

Ordinance
Chapter

**GRANTING A PETITION FOR UNDERGROUND
INSTALLATION OF CONDUIT FOR COMMUNICATIONS
FOR 1 CVS DRIVE IN THE RIGHT OF WAY**

WHEREAS, MCImetro has requested permission to install a conduit for communications for 1 CVS Drive within the right of way known as Highland Corporate Drive, shown on Exhibit 'A'; and

WHEREAS, MCImetro request permission to install, replace and maintain any wires or fixtures related to this conduit; and

WHEREAS, the MCImetro has requested that this legislation be granted immediate passage due to its urgent need by the CVS Corporation (see attached letter from CVS Health).

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

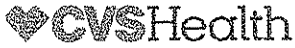
Section 1. That the City Council of the City of Woonsocket hereby grants MCImetro permission to locate and install a conduit within the City's Right of Way for 1 CVS Drive within Highland Corporate Drive.

Section 2. The present and/or future owners of MCImeter and 1 CVS Drive are granted permission to maintain any wire and fixtures, as needed, in accordance with plans submitted.

Section 3. That the Engineering Division has reviewed the plans and found them to be acceptable. See Exhibit 'A'.

Section 4. 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 Gendron, City Council President
By Request of the Administration



John Criddle
Sr Director IT Systems

One CVS Drive
Woonsocket, RI 02895
T: (480) 314-8281
F: (480)296-9475
E: John.Criddle@CVSHealth.com

July 25, 2018

City of Woonsocket, Rhode Island
Woonsocket City Council
The Honorable, Daniel M. Gendron, President
169 Main Street
Woonsocket, RI 02895

Dear Mr. Gendron:

CVS, with its principal address at One CVS Drive, Woonsocket, RI, is requesting approval for construction work on the public right-of-way that is Mendon Road and Highland Corporate Drive.

This work is required to meet a network requirement for a diverse fiber entrance to our Data Center at One CVS Drive - as part of a larger, project connecting to our remote Data Center in Scottsdale AZ. The timely approval and completion of this construction phase is critical in order for us to meet the needs of our business.

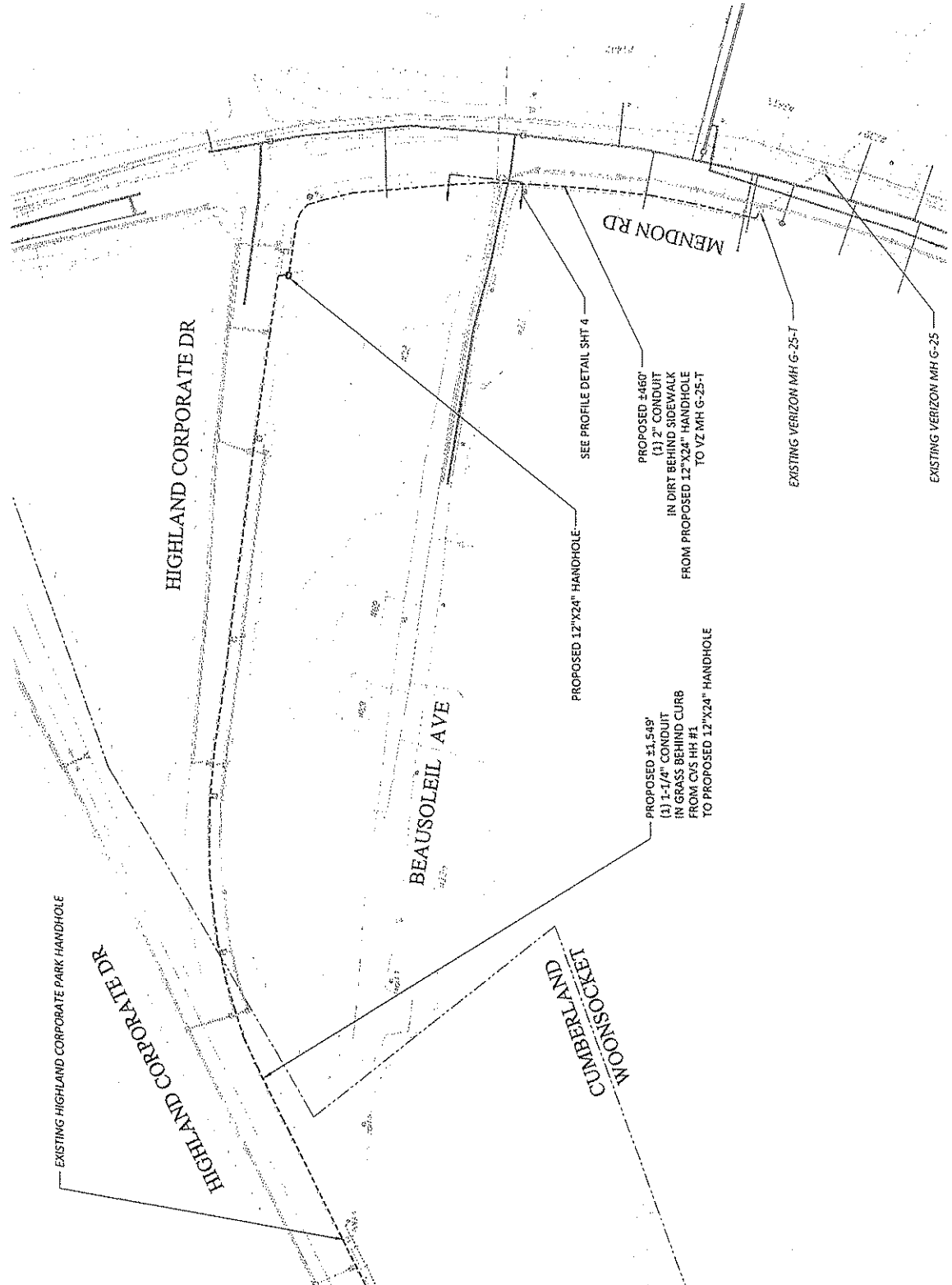
Thank you for your timely consideration of this matter.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "John Criddle".

John Criddle, CISSP

CVS Health



LEGEND

1	EXISTING CONDUIT
2	PROPOSED CONDUIT
3	EXISTING MANHOLE
4	PROPOSED MANHOLE
5	EXISTING SIDEWALK
6	PROPOSED SIDEWALK
7	EXISTING DRIVEWAY
8	PROPOSED DRIVEWAY
9	EXISTING ASPHALT DRIVEWAY
10	PROPOSED ASPHALT DRIVEWAY
11	EXISTING CONCRETE DRIVEWAY
12	PROPOSED CONCRETE DRIVEWAY
13	EXISTING GRASS
14	PROPOSED GRASS
15	EXISTING DIRT
16	PROPOSED DIRT
17	EXISTING ASPHALT
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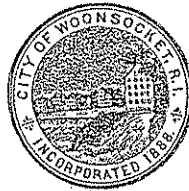
NOTES:
 1. DESIGNER HAS CONDUCTED VISUAL SURVEY AND NOT WARRANTEED TO BE CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES BY EXCAVATION.
 2. SEE PROFILE DETAIL SHT 4
 3. SEE PROFILE DETAIL SHT 5
 4. SEE PROFILE DETAIL SHT 6
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AXIS
 ENGINEERING GROUP
 MCI
 CONSULTING ENGINEERS

PROPOSED CONDUIT INSTALLATION
 SHEET NO. 10374
 DATE: 10/15/2014
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 PROJECT NO. 10374
 SHEET NO. 10374-1
 TOTAL SHEETS: 10374-10
 SHEET TITLE: CONDUIT INSTALLATION

MATCH TO SHEET 10374-2

City of Woonsocket Rhode Island



August 6, A.D. 2018

Ordinance Chapter

AUTHORIZATION TO SELL PROPERTY LOCATED AT 357 PARK PLACE, WOONSOCKET RHODE ISLAND (PLAT 27, LOT 113)

- WHEREAS,** the property located at 357 Park Place (a/k/a/ Assessor Plat 27, Lot, 113) (the "Property") was formerly used as a public school and has been vacant for many years; and
- WHEREAS,** the City has an interested Buyer who has agreed to pay Four Hundred and Seventy Thousand Dollars (\$470,000.00) for the Property with the understanding that the Buyer will convert structure on the property to a minimum of one hundred (100) market rent residential units; and
- WHEREAS,** it is in the best interest of the City and its residents to sell the property and have it developed into a higher and better use.

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

- SECTION 1.** The City Council agrees to sell the Property located at 357 Park Place, Woonsocket, Rhode Island to Woonsocket Park Place, LLC (the "Buyer") for the amount of Four Hundred and Seventy Thousand Dollars (\$470,000.00).
- SECTION 2.** The City Council authorizes the Mayor and/or her designee to sell the Property located at 357 Park Place, Woonsocket, Rhode Island for the amount of Four Hundred and Seventy Thousand Dollars (\$470,000.00) to Woonsocket Park Place, LLC and to execute to a Purchase and Sale Agreement substantially similar to Exhibit "A" attached hereto and any and all other documents to perform the same.
- SECTION 3.** The Buyer shall develop the Property into a minimum of One Hundred (100) market rent residential housing units.
- SECTION 4.** The City Council authorizes the City Solicitor to use all legal and reasonable means to effectuate a Purchase and Sale Agreement substantially similar to the one attached hereto as Exhibit "A".

SECTION 5. 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.

Daniel M. Gendron
City Council President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of _____, 2018, by and between the **City of Woonsocket**, a Rhode Island municipality ("Seller), and **Woonsocket Park Place LLC**, a Rhode Island limited liability corporation ("Purchaser"), for the purpose of setting forth all terms and conditions for the sale of certain real property described herein. The total purchase and sale price for the Property (as defined herein) is Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00) (hereinafter the "Purchase Price"), payable all in cash at the time of Closing (as hereinafter defined), of which the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the "Deposit") is a part (the Purchase Price "). Expressly subject to the following sentence, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase upon the terms, conditions and contingencies set forth in this Agreement, the real property and buildings and improvements and all pavements, curbing and landscaping located thereon (the "Property") situated in the City of Woonsocket, County of Providence, State of Rhode Island, and described as 357 Park Place Plat 27, Lot 113 attached as Exhibit "A" hereto and made a part hereof.

TERMS CONDITIONS AND CONTINGENCIES OF PURCHASE AND SALE

1. **Deposit and other fees:** Within ten (10) calendar days after the Effective Date, Purchaser shall deliver a check for the Deposit to Escrow Agent or Seller listed in Section 18 hereof ("Escrow Agent"). The Escrow Agent shall be the Finance Director of the City of Woonsocket and the Deposit shall be held in the General Fund Suspense Account, and, except as otherwise provided therein shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. In the event of a dispute between the Seller and the Purchaser as to the provisions of this Agreement or the performance, thereof, Seller may retain all Deposits hereunder in said escrow account until the dispute is resolved by the parties, by

court judgment or binding settlement, or may place the Deposits with a court of competent jurisdiction, or may release the Deposit as permitted by the laws, rules and regulations of the State of Rhode Island. The Escrow Agent shall immediately provide notice to Seller, Seller's legal counsel and Purchaser of receipt of the Deposit on or before the tenth (10th) calendar day from the Effective Date (as hereinafter defined). In the event that Purchaser fails to deliver the Deposit to the Escrow Agent prior to the tenth (10th) calendar day following the Effective Date; or the Escrow Agent shall not provide notice of receipt of the Deposit to Seller prior to the tenth (10th) calendar day following the Effective Date, then Seller may terminate this Agreement and thereafter this Agreement shall be deemed null and void and of no further force and effect. This Agreement shall be effective upon the date that Purchaser receives two (2) fully executed originals of this Agreement from Seller pursuant to the notice provision contained in Section 17 of this Agreement (the "Effective Date"). Upon the day of receipt of the foregoing executed originals by Seller, Purchaser shall, within five (5) calendar days thereof, execute this Agreement and email a fully signed copy to Seller's counsel on the date signed by Purchaser followed by one (1) fully executed original in the mail. If Purchaser fails to execute this Agreement on the dates set forth above and to provide Seller's counsel with a copy thereof, Seller may terminate this Agreement and thereafter this Agreement shall be deemed null and void and of no further force and effect.

2. **Conditions Precedent:** If this Agreement is terminated under Section 18, then the Deposit shall be paid to Seller by the Escrow Agent within five (5) calendar days thereafter, and the parties shall have no further liabilities or obligations to each other. Notwithstanding the above or anything contained herein to the contrary, in the event Purchaser terminates this Agreement on any grounds as permitted herein, the Deposit shall be returned (via the Escrow Agent) to Purchaser in full within fifteen (15) calendar days. Except for terminations under

Section 18 and portions of the Deposit that become nonrefundable as set forth herein, Seller and Purchaser agree that Escrow Agent is hereby authorized to return the Deposit and all other sums deposited with Escrow Agent to the applicable party once Escrow Agent receives a written demand for said deposit(s) executed by both Seller and Purchaser that includes the reason for such permitted termination of this Agreement. Seller and Purchaser agree to execute all reasonable termination documents requested by the Escrow Agent.

Notwithstanding anything contained herein to the contrary, termination of this Agreement shall not relieve either Purchaser or Seller from their respective obligations to pay fees and expenses incurred in connection with this Agreement as provided herein.

3. **Closing**: The closing on the purchase and sale of the Property shall close ("Closing") on or before the expiration of thirty (30) calendar days following the Approval Date (as defined and may be extended pursuant to Paragraph 4 (b) herein) unless extended (i) as provided herein or (ii) in writing by the mutual agreement of the parties. The Closing is sometimes referred to herein as "Close of Escrow." The escrow fees shall be paid for in full by Purchaser.

4. **Closing Documents**:

(a) **Seller's Closing Documents**. On or before closing date, Seller shall deliver the following (collectively, "Seller's Closing Documents") to Purchaser.

1. Quit Claim Deed (the "Deed")

(b) **Purchaser's Closing Documents**. On or before closing date, Purchaser shall execute and deliver the following (collectively, "Purchaser's Closing Documents") to Seller:

1. Purchase Price. (Four Hundred and Seventy Thousand Dollars (\$470,000.00) in the form of a bank check)

5. Time is of the essence. Time is of the essence of this Agreement and Purchaser and Seller shall act in good faith to effectuate transfer of the property on or before _____, 2018.

6. Title Examination:

(a) Title Commitment and Examination of Title. Purchaser shall have until ninety (90) calendar days following the signing of this Agreement ("Effective Date") at Purchaser's expense to: (i) examine title to the Property and any easements appurtenant thereto and obtain a commitment for title insurance on the Property (the "Commitment") and any easements appurtenant thereto, together with complete and legible copies of any and all documents which establish title or create exceptions to title set forth therein, including but not limited to: covenants, conditions, restrictions, reservations, easements, rights and rights or way of record, liens, encumbrances, and other matters of record; and (ii) order a survey (the "Survey") at Purchaser's expense. Upon Seller's written request, Purchaser shall provide Seller and Seller's counsel with a copy of all third-party tests, investigations, studies, title commitments, documents and encumbrances of record.

Purchaser shall indemnify, defend, and hold Seller and its partners, shareholders, officers, directors, agents, employees, attorneys, property manager, joint venture partners and affiliates (collectively, the "Seller Parties") harmless from all losses, costs, liens, claims, causes of action, liability, damages and expenses, including, without limitation, reasonable attorneys' fees incurred by any of the Seller Parties as a result of the entry upon or inspections, tests or investigations of the Property conducted by or on behalf of the Purchaser and permitted pursuant to this Agreement, provided, however, Purchaser shall not be liable nor responsible for any Hazardous Materials (as defined in Section 16 herein) discovered on the Property during Purchaser's investigations hereunder (provided same are not introduced onto the Property or Seller's Remaining Property by the Purchaser during any permitted entry onto the Property permitted by this Agreement), nor shall

Purchaser be liable to Seller for any diminution in value of the Property resulting from any findings or determinations resulting from Purchaser's due diligence hereunder.

(b) Exceptions to Title and/or Survey. Subsequent to the expiration of the Effective Date, Purchaser shall within and inclusive of fifteen (15) days from the expiration of the Effective Date notify Seller and Escrow Agent of any unacceptable exceptions to title.

(c) Elimination of Exceptions to Title. Expressly subject to the provisions of the last sentence of this subsection (c), at Closing, Seller shall remove all unacceptable exceptions to title objected to by Purchaser, at Seller's sole cost and expense. If any unacceptable exceptions to title are objected to by Purchaser in accordance with this Section and are not eliminated on or prior to the Close of Escrow, then Purchaser may either: (a) terminate this Agreement without owing any liability to Seller and receive a refund of the Deposit, or (b) withdraw its objections and complete the purchase of the Property as is and without a reduction in the purchase price. The foregoing sentence is expressly subject to the following sentence. Notwithstanding anything contained in this Agreement or elsewhere to the contrary, other than for monetary liens and security interests recorded against the Property, Seller shall not have to expend more than Five Thousand Dollars (\$5,000) inclusive of legal and recording fees to cure any title objections raised by Purchaser.

(d) Form and Content of Policy of Title Insurance. For purposes of conveying insurable title at Closing, the definition of insurable title under Section 9 shall mean: the policy of title insurance: (1) shall be an ALTA Extended Coverage Owner's Policy in a form approved by Purchaser in its sole and absolute discretion; (2) shall have general and/or pre-printed exceptions deleted via extended coverage and shall have standard exceptions either deleted or covered by an endorsement; (3) shall have a liability in the amount of the total purchase price of the Property; (4) shall specifically insure the boundary lines of the Property (and/or the survey's metes and bounds

legal description of the Property) and any easements appurtenant thereto; and (5) shall be paid for by Purchaser. Said Policy of title insurance may contain, as additional coverage, a standard ALTA approved escalator clause in an amount to be determined by Purchaser, in its sole and absolute discretion, for future improvements to the Property, which shall be paid for by Purchaser.

7. Use: For the purpose of this Agreement, Purchaser's intended initial use of the Property is defined as construction of a residential building and related improvements acceptable to Purchaser and Seller (the "Proposed Use"). For the purpose of this Agreement, Buyer shall comply with Resolution 18 R 32 passed by the Woonsocket City council. The proposed use of the Property shall consist of a minimum of One Hundred (100) market rent residential housing units.

8. Permits, Plans and Approvals: Purchaser is to have until the expiration ninety (90) calendar days from the execution of this Agreement (the "Approval Date"), as the same may be extended hereunder, to receive, at Purchaser's sole cost and expense, all authorizations and permits, including, without limitation, curb cut, signs, lot split, lot combination, building and renovation approvals, permits, zoning and subdivision interpretations and confirmations, and all variances, utility permits, authorizations and easements necessary for Purchaser's Proposed Use of the Property (collectively, the "Approvals"). In the event Purchaser has not obtained all necessary Approvals on or before the expiration of the Approval Date, Purchaser shall have the option to extend the Approval Date for one (1) additional period of thirty (30) calendar days by (i) furnishing written notice of such election to Seller on or before the expiration of the initial Approval Date, and (ii) tendering to the Escrow Agent the additional amount of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Extension Fee"). The Extension Fee shall be nonrefundable to the Purchaser for the benefit of Seller unless this Agreement is terminated based on a default of Seller hereunder (in which case Purchaser shall be entitled to a full refund of the Extension

Fee). Despite being nonrefundable to Purchaser, the Extension Fee shall remain applicable to the purchase price at Closing in the event the Closing occurs pursuant to the terms of this Agreement.

If Buyer fails to close by time frames outlined above, and through no fault of Seller, Buyer shall pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day until closing.

Seller shall, upon request by Purchaser, execute any and all reasonable documentation in support of such application for said Approvals. If Purchaser has not received or is denied or refused any such Approvals necessary to assure Purchaser that the Property is suitable for Purchaser's Proposed Use of the Property, and that Purchaser's construction and improvements to the Property will not be physically or financially impaired, as determined in Purchaser's sole and absolute discretion, on or before the expiration of the Approval Date and all extensions provided for in connection therewith, or if the necessary Approvals are granted subject to any conditions that Purchaser deems unacceptable (including those that will physically or financially impair Purchaser's Proposed Use and development of the Property) in its sole and absolute discretion, or if adequate utilities and related facilities, including without limitation, water, storm water and sanitary sewage disposal, telephone service and energy sources to service the Property and improvements thereto are not available to the satisfaction of Purchaser, then Purchaser may, by furnishing written notice to Seller and Escrow Agent prior to the expiration of the Approval Date, as may be extended hereunder, terminate this Agreement without owing any liability to Seller except for the nonrefundable amount of the Deposit owed to Seller pursuant to Section 8 of this Agreement in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) and if applicable, the Extension Fee pursuant to this Section 8 in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00).

9. Government Notices: To the best of Seller's actual knowledge, Seller hereby represents and warrants to Purchaser that Seller has not received, nor is Seller aware of any notification from any building, safety, environmental or health department, or any other governmental or quasi-governmental authority or official requiring any work to be done on the Property or any improvements thereto. Seller further warrants and agrees that Seller will promptly furnish Purchaser copies of any and all such notices received by Seller prior to the Close of Escrow. Upon receipt of written notice of any work required by any such authority or official to the Property or the improvements thereto, Seller shall provide notice thereof to Purchaser within ten (10) calendar days of receipt whether or not Seller has determined (in Seller's sole discretion), whether to complete said work. If Seller determines (in its sole discretion) not to complete said work, Purchaser shall have the right to either: (i) terminate this Agreement or purchase the Property as is without Seller completing the work ordered by said governmental authority and without a reduction in the purchase price. Purchaser shall make the foregoing decision within thirty (30) calendar days of receipt of Seller's notice.

10. Transfer of Title: Purchaser's obligations under this Agreement are contingent upon (i) Seller's completion of all delivery items set forth in Section 4; and (ii) expressly subject to Section 4(c), Purchaser receiving from Seller clear, good, marketable, insurable and indefeasible fee simple title to the Property pursuant to the terms of this Agreement, free and clear of any and all unacceptable exceptions to title objected to by Purchaser pursuant to Section 4 of this Agreement; and Seller covenants and agrees that, except for liens for current year real estate taxes and any indebtedness of Purchaser, at or prior to Closing, Seller shall cause all leasehold interests, security interests and any other monetary liens against the Property to be fully released and discharged of record insofar as they affect the Property, all at Seller's sole cost and expense at or prior to Closing or pursuant to customary conveying

practices in the State of Rhode Island. Otherwise, Purchaser may terminate this Agreement without owing any liability to Seller.

The Property is to be conveyed by a good and sufficient and customary Warranty Deed (the "Deed"), reasonably acceptable to Purchaser's counsel, running to Purchaser or its nominee. The Property description to be used in the Deed shall be the metes and bounds legal description and which metes and bounds legal description was mutually agreed upon between Seller and Purchaser pursuant to the first paragraph of this Agreement. In the Deed, Seller shall also convey to Purchaser any and all rights Seller has, if any in any easements and appurtenances to the Property, including (expressly), but not limited to, any and all right, title and interest Seller may have in and to any land lying in the right of way of any and all streets, alleys and ways adjoining the Property to the center line thereof. Seller shall pay the cost of any state and/or local documentary stamps tax, transfer tax and/or any other similar real estate conveyance tax or excise tax under state law to be attached to the Deed in accordance with requirements of any and all lawful governmental authorities. Purchaser shall pay the cost for recording of the Deed. At the Closing, Seller shall deliver to Escrow Agent the Deed and all other required documents as provided herein. If Seller does not convey title to Purchaser as required hereby, then Purchaser may terminate this Agreement without owing any liability to Seller, in which event all Deposits and if applicable, the Extension Fee, shall be returned to Purchaser and all Purchaser's reasonable and actually incurred costs shall be refunded to Purchaser by Seller.

Seller shall execute and deliver to Escrow Agent at Closing a customary Seller's affidavit and such other documents as may be reasonably requested by Purchaser, Escrow Agent and/or the title insurer in order to close the purchase and sale of the Property and issue the title insurance policy as required in this Agreement. On or prior to Closing, Seller shall furnish Escrow Agent or other Closing agent, Seller's tax identification number and any other reasonable information

requested by Escrow Agent or other Closing agent in order to comply with any reporting requirements of any federal, state or local rule, regulation, statute or otherwise.

11. Pro-rations, Adjustments and Expenses:

(a) Current year real estate, tangible, and fire district taxes and assessments (general and special) shall be prorated as of the date of Closing based on the taxes levied in the current tax year, if levied, and if not levied, based on the taxes levied during the previous tax year. Seller shall pay in full at Closing all unpaid real estate taxes owed up to the date of Closing. The provisions of this paragraph shall survive the Close of Escrow in all respects.

(b) If the Property is assessed as a part of a larger tax parcel, then Purchaser and Seller shall cooperate to divide the Property out of the larger tax parcel on the Close of Escrow and determine a reasonable proration of the applicable taxes and assessments to be prorated at the Closing. Until a division of the tax parcel is made following the Closing, Seller and Purchaser hereby covenant and agree to cooperate to reasonably divide the Property out of the larger tax parcel for any real property, tangible taxes, fire district taxes, and general and special assessments and following said division of responsibility to pay (in the proportions mutually agreed upon) prior to delinquency all taxes and assessments levied against the entire tax parcel.

(c) All rentals, interest on encumbrances assumed by Purchaser and utility and operating expenses, if any, shall be prorated as of the date of Closing and passing of the Deed based on the number of days in the parties' respective ownership during the year in which Closing occurs. At the date of Closing, Seller shall provide Escrow Agent with the final billings for all utility services to the Property, and Escrow Agent shall pay the final billings from Seller's proceeds of the safe.

12. Rezoning, Condemnation and Other Governmental Action: Purchaser and Seller agree that if any city, county, state, federal or municipal body or any other authority having such powers shall initiate a rezoning that would prohibit the Proposed Use and/or condemnation of the

Property or any part thereof throughout the duration of this Agreement, Purchaser may terminate this Agreement without owing any liability to Seller by written notice to Seller and Escrow Agent. Seller hereby represents and warrants to the best of Seller's actual knowledge, that Seller is not aware nor has Seller received any notification of any proposed rezoning or condemnation of the Property and that Seller will promptly furnish Purchaser and Escrow Agent copies of all such notices received by Seller prior to the Closing. If, prior to the Closing, Purchaser shall discover any other proposed governmental action (such as, but not limited to, any proposed changes to the street rights of way located adjacent to the Property or to the road network in the vicinity of the Property) which would, in Purchaser's sole and absolute opinion, impair Purchaser's Proposed Use of the Property for the purposes described in this Agreement, then Purchaser may terminate this Agreement without owing any liability to Seller by written notice to Seller and Escrow Agent.

13. Damage or Loss of the Property: The risk of loss or damage to the Property and any improvements thereon until the delivery of the Deed or termination of occupancy by Seller, whichever occurs last, is hereby expressly assumed by Purchaser.

14. Delivery of the Property: Seller shall deliver vacant possession of the Property to Purchaser at Closing free of all tenants and occupants, and any building shall be broom clean with all furniture, trade fixtures, merchandise and other items of personal removed and the Property shall be free and clear of all debris and trash. Seller hereby covenants and agrees that all tenants currently occupying all or any part of the Property shall vacate the Property no later than Closing.

15. Easements, Covenants and Restrictions: Purchaser and Seller hereby acknowledge that in addition to the Property, Seller currently owns the real property. At Closing, Seller and Purchaser shall enter into that certain Easements, Covenants, and Restrictions Agreement ("ECR") in a form mutually acceptable to the parties. The ECR shall also contain mutually agreeable

language discussing the maintenance, insurance, and landscaping obligations of the respective parties in connection therewith.

16. Hazardous Materials: In the event any Hazardous Materials are discovered on the Property prior to the Closing by Purchaser, Purchaser shall have the right, in its sole discretion, to terminate this Agreement and thereafter the Deposits (the entire amount) shall be returned to Purchaser and this Agreement shall be deemed null and void. Notwithstanding anything contained in this Agreement to the contrary and for the avoidance of doubt, upon any discovery of Hazardous Materials on the Property by Purchaser prior to the Closing, Seller shall not be obligated under any circumstance to remediate, monitor, clean or otherwise treat any Hazardous Substances discovered by Purchaser on the Property. Purchaser's only remedy in the event Hazardous Substances are discovered on the Property prior to Closing would be to terminate this Agreement.

On and after the Closing, Purchaser shall defend, indemnify and hold the Seller and its successors and assigns, harmless from and against any and all claims, damages, liabilities, losses and expenses (including but not limited to reasonable attorney's fees, incurred in defending any claim by a third person, amounts paid in settlement of any claim or suit and costs of clean-up, restoration, remediation or removal), fines, penalties and interest, whether or not involving a third party claim, arising out of or relating in any way to contamination or the disposal, release or threatened release first occurring on or after the Closing, of any Hazardous Materials on, over, under, from or affecting the Property and Seller's Remaining Property caused directly by Purchaser or Purchaser's operations on the Property.

The parties to this Agreement hereby stipulate and agree that the rights and obligations of the Purchaser and Seller described in this Section 16 shall not merge or be deemed to merge into any Deed or other instrument executed at Closing.

17. Notices: Any and all notices required or permitted to be given under this Agreement shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent by U.S. Postal Service Certified Mail with Return Receipt Requested or via a national overnight courier service (or two-day service) requiring a signature upon delivery (such as Fed Ex) to:

If by U.S. Postal Service Certified Mail:

Purchaser:

Woonsocket Park Place, LLC

Seller:

City of Woonsocket

With a copy to:

William J. Lynch, Esq.
Lynch & Pine
Park Row, 5th Floor
Providence, RI 02903

18. Purchaser's Default: In the event Closing does not occur as set forth in this Agreement due to a default by Purchaser, either party may terminate this Agreement by furnishing written notice to Escrow Agent, whereupon Seller shall be entitled to receive the Deposit, and if applicable, the Extension Fee, as Seller's sole and exclusive remedy for such default the Deposit, and if applicable, the Extension Fee, shall serve as liquidated damages (and not a penalty) for such default by Purchaser because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Seller waives all right to seek other relief or remedies against Purchaser, whether at law or equity, on account of the failure to close based on a default by Purchaser upon the delivery of the Deposit, and if applicable, the Extension Fee, to the Seller, the parties hereto shall have no further liabilities or obligations to the other hereunder.

19. **Purchaser's Representations:** Purchaser hereby covenants, warrants and represents to Seller that:

(a) Purchaser has the sole right, legal power and authority to enter into this Agreement. All requisite individual, corporate, limited liability company or partnership actions or any other required action have been taken and satisfied by Purchaser to authorize the execution and performance of this Agreement, and that such actions will be taken at or before Closing so as to allow the consummation of the transaction contemplated herein. No other proceedings or actions on the part of Purchaser are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(b) The individuals executing this Agreement, on behalf of Purchaser, have the full right, legal power and authority to bind Purchaser to the terms and conditions of this Agreement.

(c) There is no litigation (whether threatened, pending, filed or otherwise), claims or judicial, administrative or arbitration proceedings or other such dispute that shall affect Purchaser's ability to enter into this Agreement and purchase the Property pursuant to the terms contained in this Agreement.

(d) All representations, warranties and agreements of Purchaser contained herein will be true in all respects on and as of the time of Closing as fully made on and as of such date except as otherwise provided herein. In addition, Purchaser will have performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to Closing.

20. **Seller's Representations:** Seller hereby covenants, warrants and represents to Purchaser that:

(a) Seller has the sole right, legal power and authority to (i) enter into this Agreement and (ii) convey the Property in accordance with the terms and conditions of this Agreement.

(b) All requisite individual, corporate, limited liability company or partnership actions or any other required action have been taken and satisfied by Seller to authorize the execution and performance of this Agreement, and that such actions will be taken at or before Closing so as to allow the consummation of the transaction contemplated herein. No other proceedings or actions on the part of Seller are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) The individual executing this Agreement, on behalf of the Seller, has the full right, legal power and actual authority to bind the Seller to the terms and conditions of this Agreement.

(d) As of Closing, no leases or service contracts will exist that will affect the Property. In addition, Seller covenants, warrants and represents that there is no litigation (whether threatened, pending, filed or otherwise), claims or judicial, administrative or arbitration proceedings or other such dispute affecting any part or all of the Property. Should Seller receive notice of any such litigation or otherwise become aware of any such litigation or dispute, Seller agrees to immediately notify Purchaser and to work diligently by using its best efforts to bring the litigation or dispute to a resolution.

(e) Seller will not, in any way or manner, alter, encumber or restrict the title to the Property after the Effective Date without the prior written consent of Purchaser.

(f) Seller represents that this Agreement is the only active agreement for the purchase and sale of the Property and that no other outstanding purchase agreements exists on the site. Seller

agrees not to enter into any other purchase agreements with respect to the Property after the Effective Date.

(g) Seller's execution, delivery or performance of this Agreement is not prohibited by and will not cause a default in any other agreement, mortgage, covenant, document, or instrument applicable to the Property or Seller.

(h) Seller has no information of any fact, circumstance or natural or artificial condition (including title matters) which would prevent, limit or impede Purchaser's intended use of the Property.

(i) All representations, warranties and agreements of Seller contained herein will be true in all respects on and as of the time of Closing as fully made on and as of such date except as otherwise provided herein. In addition, Seller has performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to Closing.

21. **Specific Performance:** Notwithstanding anything herein to the contrary, in the event Seller fails to convey the Property to Purchaser in breach of this Agreement or otherwise fails to perform any covenant, agreement or other obligation under this Agreement, Purchaser shall be entitled, in addition to all other rights and remedies provided in this Agreement or at law or in equity, to compel Seller to convey the Property or otherwise perform by a suit for specific performance and to recover all costs incidental to such suit, including without limitation reasonable attorney's fees and expense.

22. **General Provisions:**

(a) This Agreement shall be governed by the internal laws of the State of Rhode Island without regard to and excluding its principles of conflicts of laws.

(b) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(c) All representations, agreements, covenants and warranties made herein shall survive any Closing provided for herein.

(d) Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa.

(e) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

(f) Time is of the essence in the performance of each party's respective obligations.

(g) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all

parties. Further, execution, delivery and exchange of executed counterparts via facsimile shall be deemed to be original signatures and binding upon the parties when transmitted and received.

(h) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(i) All periods of time shall include Saturdays, Sundays and legal holidays; provided that if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(j) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(k) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, successors and assigns; provided that Seller may not assign or delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of Purchaser. Any attempted assignment or delegation in the absence of such consent of Purchaser shall be void *ab initio*. Notwithstanding anything herein to the contrary, until the date of Closing hereunder, Purchaser may assign its rights and obligations under this Agreement to any affiliate of Purchaser upon written notice to Seller, provided that such affiliate assumes all of Purchaser's obligations hereunder.

(l) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(m) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(n) The parties hereby agree that each party and (its attorneys, assuming legal counsel has been retained) have reviewed and revised this Agreement and that the normal rules of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim.

(o) Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties. The provisions hereof are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall

have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party.

(p) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes", "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

23. **Real Estate Brokerage:** Neither party has used nor involved a real estate broker or agent with respect to this purchase/sale.

24. By executing this Agreement, Seller hereby grants to Seller's attorneys the actual authority to bind Seller for the sole limited purpose of allowing them to grant extensions and amendments to this Agreement, and Purchaser shall be able to rely upon signatures of said attorneys as binding unless Purchaser has actual knowledge that the principals have disclaimed the authority granted herein to bind Seller. Seller's attorneys are

SIGNATURES TO COMMENCE ON THE FOLLOWING PAGE

Purchaser hereby agrees to purchase the Property upon and subject to the terms, conditions and contingencies herein stated.

PURCHASER:

WOONSOCKET PARK PLACE, LLC

By: _____

Its: _____

DATE: _____

Seller hereby agrees to sell said Property upon and subject to the terms, conditions and contingencies herein stated.

SELLER:

City of Woonsocket

By: _____

Its: _____

DATE: _____

EXHIBIT A

Exhibit "A"

Legal Description of Property

A certain lot of land located at Villa Nova, so-called in said Woonsocket and is enclosed by Park Place as laid out by Joseph Bouvier and Alphonse Gaulin and deeded to the City of Woonsocket by deed dated April 23, 1892 and recorded in said Woonsocket, R.I. Registry of Deeds, Book 43, Page 103 and also as shown upon a certain plat entitled "Plan of Streets deeded to the City of Woonsocket, R.I. by J. Bouvier & A. Gaulin, April 23rd 1892 J. W. Ellis, C.E. and which plat is recorded in said Woonsocket, R.I. Registry of Deeds, Plat Book 6, Page 35. Said lot of land is bounded and described as follows, viz - Beginning at a point in the intersection of the northerly line of Park Place with the easterly line of said Park Place, said point being near Harrison Avenue; thence N 41°-14' W, two hundred forty-nine and seventy-eight one hundredths (249.78) feet, thence N 48°-46' E, five hundred thirty-nine and nine tenths (539.9) feet; thence S 32° - 08' E two hundred fifty-two and ninety-six one hundredths (252.96) feet; thence S 48° -46' W four hundred ninety-nine and eighty-seven one hundredths (499.87) feet to the place of beginning. This conveyance is made upon the express condition that the said City of Woonsocket shall within a reasonable time after the date of this conveyance, erect upon the land hereby conveyed, a building which shall be used by said City for a high school.

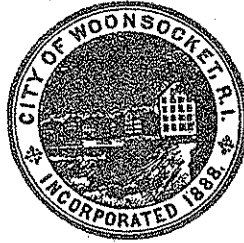
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City of Woonsocket Rhode Island

18 R 82



August 6, 2018 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

Daniel M Gendron
By request of The Administration

ASSESSOR'S
ABATEMENT CODES

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

Woonsocket, RI

August 6, 2018

Amendment Report: Abatement

Status: Pending

Page: 1

Posting Date: / /

Transaction Date: / /

Report Printed: 08/01/2018 09:46:14 AM

Abatement ID	Year	Vehicle / Description	Owner Name	Address	Vehicle ID	Amount
M00-0201-97	2018	MV Tax Roll	HEBERT ELISE M	134 LYNEE LANE MAPLEVILLE RI 02839		\$1,910.89
M00-0261-49	2018	MV Tax Roll	GALPEAU MICHAEL L	71 ARCHER STREET PAWTUCKET RI 02881	2008 HYUNDAI VERANO	\$253.77
M00-0315-68	2010	MV Tax Roll	JAGNE KALITOU	141 OLO STREET UNIT 1 WOONSOCKET RI 02895-8702	2000 JEE CR 611	\$15.75
M00-0315-68	2011	MV Tax Roll	JAGNE KALITOU	141 OLO STREET UNIT 1 WOONSOCKET RI 02895-8702	2000 JEE CR 611	\$80.21
M00-0369-59	2018	MV Tax Roll	MARTHUR JOHN W	194 PRISCILLA ROAD WOONSOCKET RI 02885	2016 KIA FOR	\$131.21
M00-4062-73	2018	MV Tax Roll	BELANGER LOUIS P	150 MADELEINE AVE WOONSOCKET, RI 02895	2008 OTHER TRUCK	\$12.20
M00-4123-93	2018	MV Tax Roll	CLIFFORD ROBERT	139 FRONT STREET WOONSOCKET RI 02895	2008 PONTIAC GGT	\$19.52
M00-4150-28	2018	MV Tax Roll	SURPLUS SOLUTIONS LLC	2010 DIAMOND HILL RD WOONSOCKET, RI 02895	2017 HONDA CIVIC	\$765.22

57 LEGAL RESIDENCE OUT OF TOWN/BURRILLVILLE

57 LEGAL RESIDENCE OUT TOWN/PAWTUCKET

59 VEHICLE REPOSSESSED

59 VEHICLE REPOSSESSED

62 DOUBLE TAXATION ON VEHICLE

87 WRONG PARTY

83 ORIGINAL ABATEMENT NOT CARRIED FORWARD

87 WRONG PARTY

Woonsocket, RI

Amendment Report - Abatement

Status Pending

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August 6, 2018

Posting Date / /

Transaction Date / /

Report Printed 08/01/2018 09:46:15 AM

Abatement ID	Year	Roll Type	Address	Item Description	Code	Amount
M00-4168-12	2017	MV Tax Roll	FIRST BAPTIST CHURCH 22 FIRST AVE WOONSOCKET, RI 02895	2007 FOR	059420	\$313.95
M00-4170-48	2018	MV Tax Roll	KING DEVON N 402 S MAIN ST APT 1 WOONSOCKET, RI 02895	Multiple Items		\$293.27
M00-4183-01	2018	MV Tax Roll	BLACKSTONE RIVER TRANSPORT 178 PROVIDENCE ST WOONSOCKET, RI 02895	2007 OTHER T60	032393	\$935.08
M00-4183-06	2018	MV Tax Roll	BLANCHARD JARRYD M 885 SOCIAL STAPT 112 WOONSOCKET, RI 02895	2010 SUBARU FOR RI	791	\$52.74
M08-3178-80	2018	MV Tax Roll	HUNT DEBRA D 625 PARK AVE WOONSOCKET RI 02895	2007 BMW	53X 00050A	\$221.20
M16-3204-00	2018	MV Tax Roll	PHILLIPS NANCY E 325 DUNLAP ST WOONSOCKET RI 02895	2015 FORD	FUS 00051A	\$514.71
M16-3402-00	2018	MV Tax Roll	PICARD ROGER A 764 MENDON RD WOONSOCKET RI 02895	2015 JEEP	WRA 000020	\$197.00
R00-0057-15	2018	RP Tax Roll	BOOTLAND RONDA 96 LORING STREET WOONSOCKET, RI 02895	49A-137-013 at 96 LORING STREET		\$350.56

Woonsocket, RI

Amendment Report - Abatement

Status Pending

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Posting Date / /

Transaction Date / /

Report Printed 08/01/2018 09:46:15 AM

August 6, 2018

Account ID	Property Description	Address	Assessment Code	Assessment Amount
R00-0059-60	DRAYTON TERESA L WOLTER JAMIE O 293 EIGHTH AVENUE WOONSOCKET RI 02895	02E-077-027 at 293 EIGHTH AVE	54 HOMESTEAD NOT APPLIED	\$750.43
R00-8379-98	ZEIGLER PAUL 46 VOSE STREET WOONSOCKET, RI 02895	10D-201-005 at 46 VOSE STREET	54 HOMESTEAD NOT APPLIED	\$749.49
R00-8380-83	AUCOIN STEVEN A 15 RUBY STREET WOONSOCKET, RI 02895	03C-072-011 at 15 RUBY STREET	96 PRO RATED HOMESTEAD	\$818.27
R00-8389-27	SOURINPHOUMY CAK 556 HARRIS AVENUE WOONSOCKET, RI 02895	07A-059-026 at 556 HARRIS AVENUE	96 PRO RATED HOMESTEAD APPLIED	\$234.85
R00-8389-73	TOLENTINO LA SHAWN 183 EIGHTH AVE WOONSOCKET, RI 02895	02B-024-070 at 183 EIGHTH AVE	96 PRO RATED HOMESTEAD	\$573.92
R02-2242-60	BELLEROSE THERESE S ROBERT R 69 PRINCE STREET WOONSOCKET RI 02895	38Q-580-021 at 69 PRINCE STREET	54 HOMESTEAD NOT APPLIED	\$1,322.59
R02-4714-00	PAWLITSCHKEK MICHAEL W 32 ELMORE AVENUE WOONSOCKET RI 02895	11C-121-034 at 32 ELMORE AVE	50 INCORRECT FIELD DATA	\$134.84
R02-6595-40	BROWNLEE JOANNE G 269 AVENUE C WOONSOCKET RI 02895	05E-009-019 at 269 AVENUE C	51/54 HOMESTEAD & VETERAN NOT APPLIED	\$1,138.71

Woonsocket, RI

Amendment Report - Abatement

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August 6, 2018

Posting Date / /

Transaction Date / /

Report Printed 08/01/2018 09:46:15 AM

Abatement ID	Year	RP Tax Roll	Applicant Name	Address	Abatement Code	Amount
R03-1281-00	2018	RP Tax Roll	CARON ESTELLE C LIFE ESTATE 103 LAMBERT AVENUE WOONSOCKET, RI 02895	48D-074-015 at 103 LAMBERT AVENUE	51 WIDOWS EXEMPTION NOT APPLIED	\$158.75
R07-4425-00	2018	RP Tax Roll	LEMIEUX LIONEL LEMIEUX LYNN 104 DAWN BLVD WOONSOCKET, RI 02895	60A-062-009 at 104 DAWN BLVD	54 HOMESTEAD NOT APPLIED	\$1,062.33
R12-0350-50	2018	RP Tax Roll	LACHANCE CAROLA 114 MEADOW RD WOONSOCKET, RI 02895-1946	12D-187-019 at 114 MEADOW ROAD	54 ELDERLY EXEMPTION NOT APPLIED	\$436.96
R12-4306-50	2017	RP Tax Roll	LARAMEE STEVEN R EMILY L 226 TALCOTT STREET WOONSOCKET, RI 02895	44A-007-017 at 226 TALCOTT STREET	54 HOMESTEAD NOT APPLIED	\$1,784.13
R13-2053-70	2018	RP Tax Roll	DULUDE RICHARD A GAIL R 94 NEWTON STREET WOONSOCKET, RI 02895	48I-005-009 at 94 NEWTON STREET	51 VETERAN EXEMPTIN NOT APPLIED	\$188.76
R13-5921-50	2018	RP Tax Roll	MARQUIS RONALD G 139 NEWPORT STREET WOONSOCKET, RI 02895	18J-060-015 at 139 NEWPORT STREET	54 REMOVED IN ERROR	\$907.21
R19-2895-00	2018	RP Tax Roll	BURT WALTER CYNTHIA A 211 SAYLES STREET WOONSOCKET, RI 02895	09A-030-025 at 211 SAYLES STREET	51 VETERAN/100% DISABLED VET NOT APPLIED	\$555.66
R20-0544-90	2018	RP Tax Roll	CHAMBERLAIN MICHAEL T CHAMBERLAIN HELENIE 405 WINTER STREET WOONSOCKET, RI 02895	19D-293-013 at 407 WINTER STREET	96 PRO RATED HOMESTEAD	\$88.14

Woonsocket, RI

Amendment Report Abatement

Status: Pending

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August 6, 2018

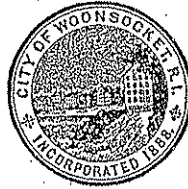
Posting Date / /

Transaction Date / /

Report Printed 08/01/2018 09:46:15 AM

Abatement ID	Abatement Description	Property Address	Property Type	Posting Date	Transaction Date	Report Printed	Amount
T00-0304-37	2018 Trg Tax Roll	D L B ELECTRICIAN LLC 568 ELM ST WOONSOCKET, RI 02895	D L B ELECTRICIAN LLC	69 OUT OF BUSINESS			\$116.45
T00-8391-59	2017 Trg Tax Roll	VALLE BIAGINA 232 VOSE STREET WOONSOCKET RI 02895	PERSONAL PROPERTY	83 ABATEMENT NOT CARRIED FORWARD			\$465.80
T30-0035-00	2018 Trg Tax Roll	WOONSOCKET MASONIC TEMPLE... C/O RICHARD A PICARD 734 BOUND ROAD WOONSOCKET, RI 02895	WOONSOCKET MASONIC TEMPLE...	88 TAX EXEMPT			\$428.54
Total							\$15,373.40

City of Woonsocket Rhode Island



August 6, A.D. 2018

Resolution

PROPOSED ABANDONMENT OF A PORTION OF MONROE STREET WOONSOCKET, RHODE ISLAND

WHEREAS, It is requested by Mount Saint Charles Academy that the City Council of the City of Woonsocket, in accordance with RI. General Laws, Chapter 24, abandon rights the City of Woonsocket possesses in Monroe Street, from its easterly end heading 231 feet westerly to Welles Street; and

WHEREAS, the Director of Public Works has recommended that the City Council of the City of Woonsocket abandon Monroe Street from its easterly end heading 231 feet westerly to Welles Street, as a public way. Excepting therefrom a general utility maintenance easement for any and all public utilities as may now exist.

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

SECTION 1. That in accordance with Rhode Island General Laws, Chapter 24, that the City of Woonsocket hereby abandons all rights and interests that it may have over a portion of Monroe Street, a public way, from its easterly end heading 231 feet westerly to Welles Street, as shown on Exhibit 'A'

SECTION 2. That the proposed abandonment of rights and interests shall be made in accordance with the Rhode Island General Laws, Chapter 24, and that notice shall be given to the owners of and abutting said parcel to be affected by this action and that a public hearing before the City Council meeting of _____ be held.

SECTION 3. That such notice of the proposed abandonment be advertised in the Woonsocket Call once a week for three consecutive weeks prior to the regular meeting of the City Council of _____.

SECTION 4. The City Clerk shall give notification in writing to the affected property owners as indicated on the attached Exhibit 'A' of the proposed abandonment by the Woonsocket City Council on _____.

SECTION 5. Three weeks in advance of the public hearing on this abandonment, the parties proposing this abandonment shall have furnished to the City Clerk the names and addresses of the owners abutting the highway or land described above, and in addition, shall have deposited in the office of the City Clerk an amount estimated by the City Clerk necessary to pay the costs of notice by advertising and notice by registered or certified mail.

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

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

EXHIBIT "A"

Metes and Bounds Description
For
A Portion of Monroe Street
to be Abandoned
Woonsocket, R.I.

A certain lot or parcel of land with all the buildings and improvements thereon situated on the easterly side of Welles Street, in the City of Woonsocket, County of Providence, State of Rhode Island, and shown as Monroe Street on that plan entitled "Street Abandonment Plan for A Portion of Monroe Street, Woonsocket, Rhode Island, Scale: 1"=30', Dated: July 3, 2018, by Darveau Land Surveying, Inc.," said parcel more particularly bounded and described as follows:-

Beginning at a point on the easterly line of Welles Street, said point being the most southwesterly corner of land currently know as Monroe Street and the most southeasterly corner of the parcel hereby described:-

Thence: Northerly, along said Welles Street, a distance of forty and zero one hundredths (40.00) feet to land now or formerly of Academy of Mount St. Charles of the Sacred Heart;-

Thence: Easterly, turning an interior angle of $90^{\circ}-00'-00''$, along said Academy of Mount St. Charles of the Sacred Heart land, a distance of one hundred eighty seven and zero one hundredths (187.00) feet;-

Thence: Easterly, turning an interior angle of $169^{\circ}-28'-00''$, along said Academy of Mount St. Charles of the Sacred Heart land, a distance of forty three and sixty nine one hundredths (43.69) feet;-

Thence: Southerly, turning an interior angle of $90^{\circ}-03'-42''$, along said Academy of Mount St. Charles of the Sacred Heart land, a distance of forty and zero one hundredths (40.00) feet to land now or formerly of Mount Saint Charles Academy, Inc.:-

Thence: Westerly, turning an interior angle of $89^{\circ}-56'-18''$, along said Mount St. Charles Academy, Inc., land, a distance of forty and five one hundredths (40.05) feet;-

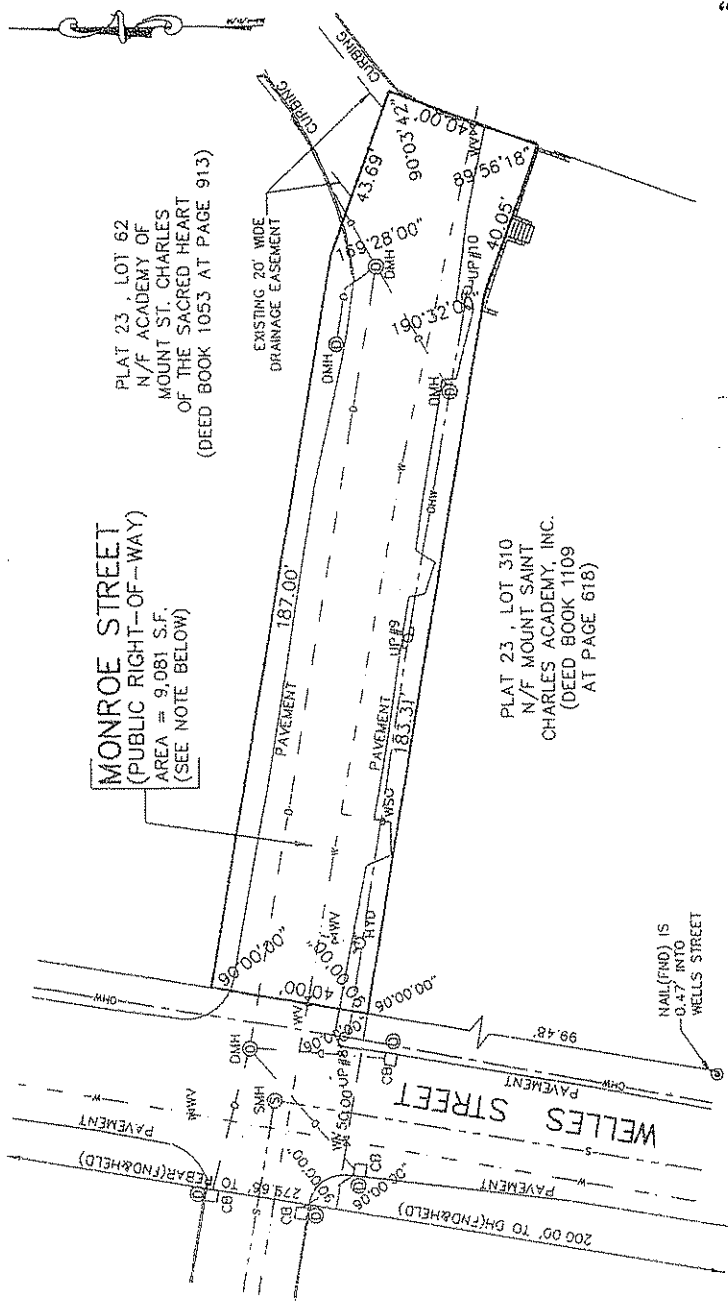
Thence: Westerly, turning an interior angle of $190^{\circ}-32'-00''$, along said Mount St. Charles Academy, Inc., land, and other land of said Mount St. Charles Academy, Inc., land, a distance of one hundred eighty three and thirty one one hundredths (183.31) feet to the point of beginning, said line forming an interior angle of $90^{\circ}-00'-00''$ with the first-mentioned course;-

Containing 9,081 square feet of land.

DARVEAU LAND SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 P.O. BOX 7918
 CUMBERLAND, R.I. 02864
 PHONE (401) 475-5700
 E-MAIL: MIKE@DARVEAUSURVEY.COM

STREET ABANDONMENT PLAN
 FOR
 A PORTION OF
 MONROE STREET
 WOONSOCKET, RHODE ISLAND

SCALE:	1" = 30'
DATE:	7-3-2018
SHEET:	1 OF 1
PROJECT:	2018-008

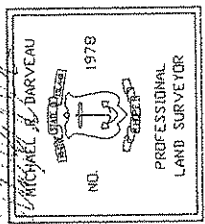


THE CITY OF WOONSOCKET IS TO
 RETAIN A UTILITY EASEMENT OVER
 THE PORTION OF MONROE STREET
 THAT IS TO BE ABANDONED.
 UTILITY EASEMENT AREA = 9,081 S.F.

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

TYPE OF SURVEY: LIMITED CONTENT BOUNDARY SURVEY
 DATA ACCUMULATION SURVEY
 MEASUREMENT SPECIFICATION: CLASS I
 CLASS III

STATEMENT OF PURPOSE:
 IS AS FOLLOWS:
 1) PREPARE A STREET ABANDONMENT PLAN FOR A PORTION OF MONROE STREET.

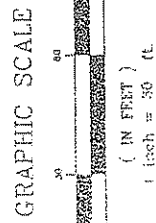


BY: *[Signature]*
 MICHAEL R. DARVEAU, P.E.S.#1978
 PRESIDENT, DARVEAU LAND SURVEYING, INC.
 DATE: 7/3/18
 COA #S-A197

- LEGEND**
- PHI DRILL HOLE
 - ENC FOUND
 - CB CATCH BASIN
 - DMH DRAIN MANHOLE
 - SMH SEWER MANHOLE
 - WV WATER VALVE
 - WSD WATER SHUT-OFF
 - HYD FIRE HYDRANT
 - UP UTILITY POLE
 - NOW OR FORMERLY
 - S.F. SQUARE FEET
 - SEWER LINE
 - WATER LINE
 - DRAIN LINE
 - OVERHEAD WIRES

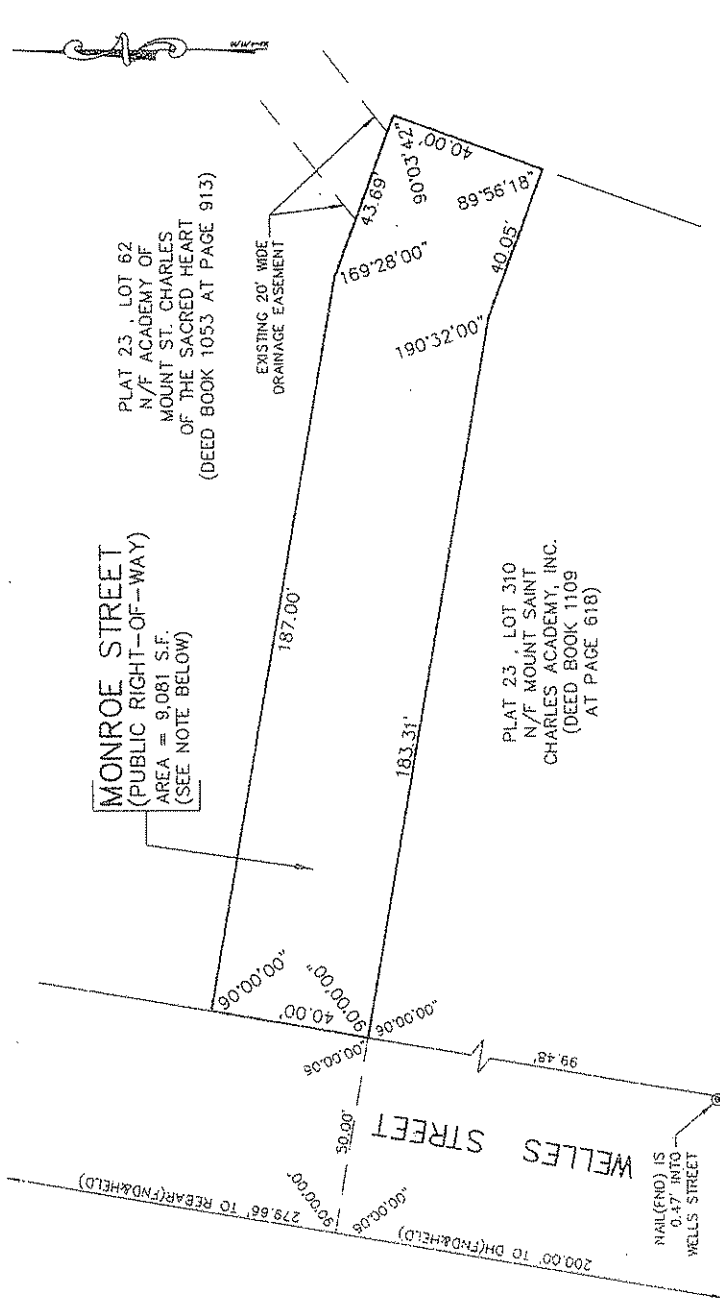
PLAN REFERENCES:

- PLAN SHOWN TO SUBDIVISION PLAN FOR ACADEMY OF MOUNT ST. CHARLES OF THE SACRED HEART, WOONSOCKET, RHODE ISLAND, SCALE: 1" = 80', DATED: MAY 1, 1997, BY RC COUNTRY ENTERPRISES, WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN PLAT BOOK 25, PAGE 100.
- PLAN SHOWN TO STREET ABANDONMENT PLAN FOR A PORTION OF MONROE STREET AND DORAN STREET, WOONSOCKET, RHODE ISLAND, SCALE: 1" = 40', DATED: DECEMBER 1986, REVISED: JANUARY 15, 1987, BY H.C. COURNOTER ENTERPRISES, INC., WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN APPROVED CITY COUNCIL RESOLUTION 97R2 AND 97R3 FOR MONROE STREET ABANDONMENT AND APPROVED CITY COUNCIL RESOLUTION 97R3 AND 97R4 FOR MONROE STREET ABANDONMENT.
- PLAN SHOWN TO LANDS OF E. G. PONTIAC ON BERNON HEIGHT, SCALE: 1" = 40', NOVEMBER 1987, BY JOHN W. ELLIS & SON, CIVIL ENGINEER, WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN PLAT BOOK 11, PAGE 11-1.
- PLAN SHOWN TO ADMINISTRATIVE SUBDIVISION PLAN FOR MOUNT SAINT CHARLES ACADEMY, INC., PLAT 23, 1915, 219 & 312, MONROE STREET & WELLES STREET, WOONSOCKET, RHODE ISLAND, SCALE: 1" = 20', DATED: JUNE 25, 2018, BY DARVEAU LAND SURVEYING, INC., WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN PLAT BOOK 24, PAGE 101.
- CITY OF WOONSOCKET ENGINEERING DEPT., FIELD BOOK 340, PAGE M-19, DATED: MAY 14, 1943.
- CITY OF WOONSOCKET ENGINEERING DEPT., FIELD BOOK 437, PAGE L-1 THRU 3.



LEGEND

- DN OPEN W/OLE
- FN0 FOUND OR FORMERLY
- F/W SQUARE FEET
- S.F.



THE CITY OF WOONSOCKET IS TO RETAIN A UTILITY EASEMENT OVER THE PORTION OF MONROE STREET THAT IS TO BE ABANDONED. UTILITY EASEMENT AREA = 9,081 S.F.

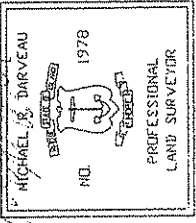
THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

MEASUREMENT SPECIFICATION: CLASS I

TYPE OF SURVEY: LIMITED CONTENT BOUNDARY SURVEY

STATEMENT OF PURPOSE: FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS:

1) PREPARE A STREET/ABANDONMENT PLAN FOR A PORTION OF MONROE STREET.



BY: *Michael R. Darveau*
 MICHAEL R. DARVEAU, PLS#1978
 PRESIDENT, DARVEAU LAND SURVEYING, INC.
 DATE: 7/7/18
 COA #S-A497

PLAN REVISIONS:

1. PLAN ENTITLED "ADMINISTRATIVE SUBDIVISION PLAN FOR ACADEMY OF MOUNT ST. CHARLES OF THE SACRED HEART, WOODSOKET, RHODE ISLAND, SCALE: 1" = 80', DATED: MAY 1, 1997, BY RC COURVOISIER ENTERPRISES, INC., WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN FIELD BOOK 340, PAGE 101.
2. PLAN ENTITLED "STREET ABANDONMENT PLAN FOR A PORTION OF MONROE STREET AND DORAN STREET, WOODSOCKET, RHODE ISLAND, SCALE: 1" = 40', DATED: DECEMBER 1996, REVISED: JANUARY 15, 1997, BY R.C. COURVOISIER ENTERPRISES, INC., WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN APPROVED CITY COUNCIL RESOLUTION 97R2 AND 97R3 FOR MONROE STREET ABANDONMENT AND APPROVED CITY COUNCIL RESOLUTION 97R3 AND 97R10 FOR DORAN STREET ABANDONMENT.
3. PLAN ENTITLED "LAYOUT OF E. O. RONIAH ON BERNON HEIGHT, SCALE: 1" = 40', NOVEMBER 1977, BY JAMES W. ELLIS & SON, CIVIL ENGINEER, WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN FIELD BOOK 83, PAGE 11-1.
4. PLAN ENTITLED "ADMINISTRATIVE SUBDIVISION PLAN FOR MOUNT SAINT CHARLES ACADEMY, INC., PLAT 23, LOTS 10 & 11, MONROE STREET & WELLES STREET, WOONSOCKET, RHODE ISLAND, SCALE: 1" = 20', DATED: JUNE 26, 2018, BY DARVEAU LAND SURVEYING, INC., WHICH IS LOCATED IN THE CITY OF WOONSOCKET REGISTRY OF DEEDS IN PLAT BOOK 24, PAGE 101.
5. CITY OF WOONSOCKET ENGINEERING DEPT. FIELD BOOK 340, PAGE M-19, DATED: MAY 14, 1943.
6. CITY OF WOONSOCKET ENGINEERING DEPT. FIELD BOOK 437, PAGE L-1 THRU 3.

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.

Alan Tenreiro
President



tenreiro@mountcharles.org
401-769-0310 ext. 108

December 14, 2017

Public Works Director Steven

D'Agostino
169 Main Street
Woonsocket, RI 02895

Dear Mr. D'Agostino,

Mount Saint Charles Academy formally requests that the City of Woonsocket abandon a portion of Monroe Street from the intersection of Welles Street east toward Mount Saint Charles.

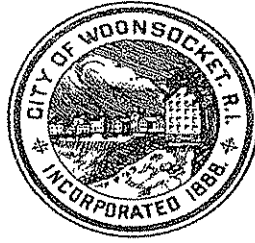
We appreciate our long standing partnership with the City of Woonsocket since 1924. Thank you for your attention to this request.

Respectfully,

Alan Tenreiro '92
President

800 Logee Street, Woonsocket, Rhode Island 02895
401-769-0310 | www.mountsaintcharles.org

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

August 6, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, The Road to 50 Races wishes to utilize certain property of the City, to wit, River's Edge Complex, on Sunday, July 21, 2018 from 4:00 A.M. to 2:00 P.M., with a set up date of Saturday, July 20, 2018 at 2:00 P.M., for the purpose of holding a marathon.

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

SECTION 1. The Road to 50 Races is hereby permitted to utilize River's Edge Complex, on Sunday, July 21, 2018 from 4:00 A.M. to 2:00 P.M., with a set up date of Sunday, July 20, 2018 at 2:00 P.M., for the purpose of holding a marathon.

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

Daniel M. Gendron
City Council President

Available Parks and Ammenties Include:

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

Park Choice: River's Edge Rec Complex

Date of event: Sunday July 21, 2019 Rain date: _____

Hours of event: 4am - 2:15 pm Saturday July 20, 2 pm
(Actual advertised time of event) (Arrival to set up time)

Description of event: Marathon

Expected attendance: # 100-150


Fee Schedule:


	<u>Mon - Sat</u>	<u>Sunday</u>	
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	<u>\$35</u> NON-REFUNDABLE
		Total for Event	

Applicant/ Contact Person Name: George Rose / The Road To 50 Races

Address: P.O. Box 327
Woodlawn, VA 24381

Phone #: _____ 989-423-6927
Home/Office Cell

Applicant Signature:  Date: 7/24/2018

Parks Director  Date: 7/30/18

Call for Availability 767-9287

\$35⁰⁰
Check #1211

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

Road to 50 Races
PO Box 327
Woodlawn, VA 24381

Woonsocket City Council
City Hall 169 Main Street
Woonsocket, RI 02895

July 24, 2018

Hello Council Members!

My name is George Rose and I am the race director of The Road to 50 Races. My partner and I have over 10 years combined experience directing, officiating, marketing marathons all over the country. In 2019 we are bringing a new North East Series to the New England area. This will consist of 7 marathons (and other distances) in 7 days across all 6 New England States. We will start and end in Rhode Island with the Violet State Marathon on July 21, 2019. From here we will travel to ME, NH, VT, MA, CT, and finish back in RI on July 27.

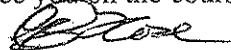
We would like to start our series in your beautiful River's Edge Recreation Complex. The park has everything we need, ample parking for the 100-150 runners we expect and a great course on the Blackstone bike path. For the last three years we have run on the Blackstone River path, but have started at the Visitor's Center off 295. We have never had an issue sharing the path with other users. With this size of a crowd, we estimate they spend about \$20-\$30,000.00 in every city we run in.

Our races are a little different from your normal marathons. We look for courses that are from .66 to 1.1 miles in length so the participants run multiple out and backs for their preferred distance. For example, on a 1.1 mile course (which is what Woonsocket would be), runners will do 12 loops for a full marathon. We also have a 5K, 10K, ½ marathon, and 50K option, all run on the same course at the same time. This way, runners will have access to our giant aid station, food station, and water area very frequently. We travel in a RV with a trailer, and are self contained. We have electric, water, and a customized kitchen to prepare food. These races will have three start times: 4am for those who are slower and like an early start, 5am regular start, and 8am for the 5 and 10K participants.

We would set up in the staging area near the trail Saturday afternoon, July 20, 2019. Because the race starts at 4am, ½ or more of our runners will be done by 8am. I anticipate most will be done by noon, with a small handful finishing early in the afternoon. Then we will pack up and head to Kennebunk, ME for the Wild Moose Marathon which is day 2 of the North East Series.

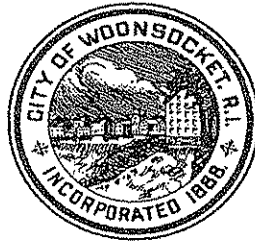
All of our races are sanctioned and insured by USATF for \$5,000,000.00. We will list The City of Woonsocket as an additional insured when we get the ins certificate.

If you have any additional questions, please let me know! Thank you for considering our proposal and I look forward to working with the city and Liz at Parks and Rec to bring this fantastic event to Woonsocket! See you on the course!



George Rose
Race Director, The Road to 50 Races
george@theroadto50races.com
989-423-6927

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

August 6, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, St. James Baptist Church wishes to utilize certain property of the City, to wit, WWII Veterans Memorial Park, on Saturday, August 18, 2018 from 12:00 P.M. to 5:00 P.M., for the purpose of holding their Annual Unity in our Community outreach event.

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

SECTION 1. St. James Baptist Church is hereby permitted to utilize WWII Veterans Memorial Park, on Saturday, August 18, 2018 from 12:00 P.M. to 5:00 P.M., for the purpose of holding their Annual Unity in our Community outreach event.

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

Daniel M. Gendron
City Council President

CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

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

Park Choice: WW II Memorial
 Date of event: 8/18/18 Rain date: 9/18/18
 Hours of event: 12pm - 5pm 9am
(Actual advertised time of event) (Arrival to set up time)
 Description of event: Community OutReach
 Expected attendance: # 100

Fee Schedule:

	<u>Mon - Sat</u>	<u>Sunday</u>	
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	<u>25</u>
**Admin. Fees	\$35	\$35	<u>\$35</u> NON-REFUNDABLE
		Total for Event	

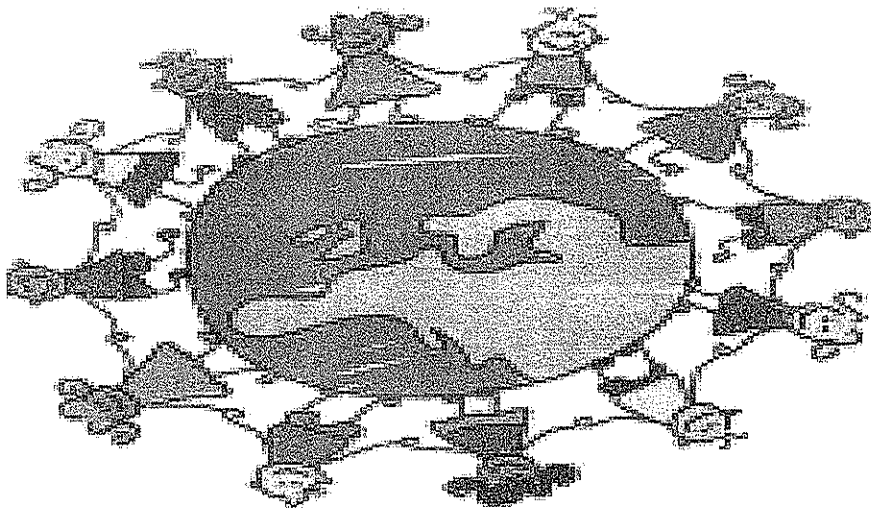
Special Events/Alcohol: \$150.00
 Applicant/ Contact Person Name: Minister Cheryl Barr-Bryant
 Address: 340 South Main St.
Woonsocket, R.I., 02895
 Phone #: 401 769 1834 Home/Office 401 487 4669 Cell
 Applicant Signature: [Signature] Date: 7/24/18
 Parks Director: [Signature] Date: 7/30/18
 Call for Availability: 767-9287

\$35
Check

payment type

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





UNITY IN OUR COMMUNITY

A DAY OF HOPE

DATE: 8/18/2018

TIME: 12PM-5PM

WHERE: WWII MEMORIAL PARK

SOCIAL ST. WOONSOCKET, RI

HOST: ST. JAMES BAPTIST CHURCH

**THE FRIENDLY CHURCH ON THE
CORNER**

**Come join us for our
annual**

**Unity IN OUR
COMMUNITY**

A DAY OF HOPE

**You don't want to
miss it!**

**Lots of games, prizes,
face painting, food
music. Praise**

**dancing, worship,
preaching, teaching.**

And so much more!

**All free! Just bring
your friends and**

**family. A GREAT DAY
OF FELLOWSHIP**

ALL ARE WELCOME

**CONTACT: MINISTER
CHERYL BARR-BRYANT**

**EVANGELISM AND OUTREACH
MINISTRY**

401487-4669

ST. JAMES BAPTIST CHURCH

340 SOUTH MAIN ST.

WOONSOCKET RI. 02895

INTERIM PASTOR REV. LEROY DIXON

City of Woonsocket

Rhode Island



Resolution

August 6, A.D. 2018

**AUTHORIZING THE WOONSOCKET CITY COUNCIL
AND OTHER WOONSOCKET COMMITTEES TO DESIGNATE
LOCATIONS TO BE USED FOR RECORDING DEVICE EQUIPMENT
USED BY THE PUBLIC DURING MEETINGS**

WHEREAS, public recording devices are frequently used to record public meetings with the use of other equipment; and

WHEREAS, the position or operation of the recording device equipment can interfere with the normal business of the hearing or cause a safety hazard to the public; and

WHEREAS, pursuant to the Attorney General's Guide to Open Government in Rhode Island, with regards to tape recording meetings:

TAPE RECORDING MEETINGS Subject to certain "reasonable restrictions" a public body must allow the public to tape record its open meetings. These "reasonable restrictions" include those designed to preserve orderly conduct of a meeting, to safeguard public facilities against damage caused by the use of certain recording equipment or to require fair payment for the cost of electricity.

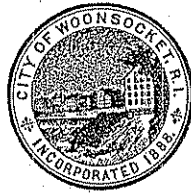
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

Section 1. Any recording device equipment brought to a Public Meeting held in the City of Woonsocket shall be placed in an area designated by the Chairman of that meeting so as to ensure no interference with the meeting.

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

Richard J. Fagnant
City Council

City of Woonsocket
Rhode Island



August 6, A.D. 2018

Resolution

**AUTHORIZING THE MAYOR TO ENTER INTO A ONE YEAR LEASE
RENEWAL FOR THE STORAGE OF EQUIPMENT AND VEHICLES FOR THE
WOONSOCKET WATER DIVISION**

- WHEREAS,** The City of Woonsocket entered into a one-year lease agreement on August 1, 2017 for a garage located at 51 Circle Street, Units #3, #53 and #55 in Woonsocket, Rhode Island; and
- WHEREAS,** The Woonsocket Water Division currently stores some of its equipment, vehicles and tools at the garage identified above; and
- WHEREAS,** The lease expires on July 31, 2017 and the Woonsocket Water Division would like to continue to use the garage units at 51 Circle Street to house its equipment, tools and vehicles; and
- WHEREAS,** The Administration, by and through its Director of Public Works, is desirous of entering into leases, not to exceed one year and not to exceed One Hundred Thousand Dollars (\$100,000.00), as set forth in Chapter VIII, Section 10 of the Woonsocket Home Rule Charter.

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

- SECTION 1.** The Woonsocket City Council authorizes the Mayor or her designee, such designation to be made in writing, to enter into two leases for garage space located at 51 Circle Street, Units, #3, #53 and #55, in substantial form as set forth in the attached Exhibit A, not to exceed one year, for the storage and protection of vehicles, equipment and material of the Woonsocket Water Division and to expend the necessary funds to secure said leasehold for the term of the lease.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

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

Exhibit A

This Commercial Lease is hereby made between 51 Circle St LLC, the "Lessor," and City of Woonsocket Water Division, the "Lessee," concerning the following property: 51 Circle St Unit # 53+55, the "Premises."

Lessee hereby leases the Premises from Lessor.

1. **Term and Rent.** Lessor will lease the above Premises for an initial term of 1 year, beginning on August 1, 2018 and ending on July 31, 2019 as provided herein at the monthly rent of \$ 1508, payable in equal installments in advance on the first day of each month for that month's rental, during the term of the lease. All rental payments shall be made to Lessor, at the following address: 10 Pine Acres Drive Bellingham MA 02019.
2. **Use.** Lessee shall use and occupy the Premises within city and state zoning codes. Premises shall be used for no other purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good a condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use of thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter. Lessor has right to inspect interior of unit with 48 hours notice.
9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

\$1,000,000


- Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.
12. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.
13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs that cannot be made within sixty (60) days, this lease may be terminated at his option, may make the same within a reasonable time, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.
14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease immediately upon notice to Lessee. On the date specified in such notice, the term of this lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

16. Notices. Any notice that either party may or is required to give shall be given by the mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below [give address], or at such other places as may be designated by the parties from time to time.
17. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
18. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
19. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20 _____.

Mare Viggiani, Water Division Superintendent

Signature

 Floyd L. Edick Jr.

Signature of Lessor

This Commercial Lease is hereby made between 51 Circle St, LLC, the "Lessor," and City of Woonsocket Water Division, the "Lessee," concerning the following property: 51 Circle St Unit # 3, the "Premises."

Lessee hereby leases the Premises from Lessor.

1. **Term and Rent.** Lessor will lease the above Premises for an initial term of 1 year, beginning on August 1, 2018 and ending on July 31, 2019 as provided herein at the monthly rent of \$ 904 payable in equal installments in advance on the first day of each month for that month's rental, during the term of the lease. All rental payments shall be made to Lessor, at the following address: 10 Pine Acres Drive Bellingham MA 02019.
2. **Use.** Lessee shall use and occupy the Premises within city and state zoning codes. Premises shall be used for no other purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good a condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use of thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter. Lessor has right to inspect interior of unit with 48 hours notice.
9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

\$1,000,000

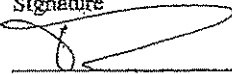
- Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.
12. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.
13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs that cannot be made within sixty (60) days, this lease may be terminated at his option, may make the same within a reasonable time, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.
14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease immediately upon notice to Lessee. On the date specified in such notice, the term of this lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

16. Notices. Any notice that either party may or is required to give shall be given by the mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below [give address], or at such other places as may be designated by the parties from time to time.
17. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
18. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
19. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20_____.

Marc Viggiani, Water Division Superintendent

Signature



Floyd L Edick Jr.

Signature of Lessor

Steenbergen, Priscilla

From: D'Agostino, Steven
Sent: Wednesday, July 25, 2018 11:49 AM
To: Viggiani, Marc; John J. DeSimone
Cc: Ptaszek, Jennifer
Subject: Re: Lease for circle st.

Marc,

I believe city council approval is necessary, but that is a question for the solicitor to answer.

Thanks

Steven D'Agostino
Director of Public Works
City of Woonsocket
Office: 401-767-1413
Fax: 401-766-7876
E-mail: sdagostino@woonsocketri.org

On Jul 25, 2018, at 11:36 AM, Viggiani, Marc <mvgiggiani@woonsocketri.org> wrote:

Steve,

Attached is new lease for circle st.
Rent has increased \$ 210.00 for the three units combined (9% increase)
The owners property tax has increased reason for rental increase
Is City council approval needed annual rental price \$28,944.00?

Marc Viggiani
Water Division Superintendent

mvgiggiani@woonsocketri.org
1-401-767-2619 Phone
1-401-765-2552 Fax
P.O. BOX B
Woonsocket RI, 02895

<00000 JR Edick 8.5x11 Leases.pdf>

This Commercial Lease is hereby made between 51 Circle St. LLC, the "Lessor," and City of Woonsocket Water Division, the "Lessee," concerning the following property: 51 Circle St Unit # 53+55, the "Premises."

Lessee hereby leases the Premises from Lessor.

1. **Term and Rent.** Lessor will lease the above Premises for an initial term of 1 year, beginning on August 1, 2018 and ending on July 31, 2019 as provided herein at the monthly rent of \$ 1508, payable in equal installments in advance on the first day of each month for that month's rental, during the term of the lease. All rental payments shall be made to Lessor, at the following address: 10 Pine Acres Drive Bellingham MA 02019.
2. **Use.** Lessee shall use and occupy the Premises within city and state zoning codes. Premises shall be used for no other purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good a condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use of thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter. Lessor has right to inspect interior of unit with 48 hours notice.
9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

\$1,000,000

- Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.
12. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.
13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs that cannot be made within sixty (60) days, this lease may be terminated at his option, may make the same within a reasonable time, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.
14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease immediately upon notice to Lessee. On the date specified in such notice, the term of this lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

16. Notices. Any notice that either party may or is required to give shall be given by the mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below [give address], or at such other places as may be designated by the parties from time to time.
17. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
18. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
19. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20____.

Signature

Marc Viggiani, Water Division Superintendent

 _____
Signature of Lessor

Floyd L. Edick Jr.

This Commercial Lease is hereby made between 51 Circle St, LLC, the "Lessor," and City of Woonsocket Water Division, the "Lessee," concerning the following property: 51 Circle St Unit # 3, the "Premises."

Lessee hereby leases the Premises from Lessor.

1. **Term and Rent.** Lessor will lease the above Premises for an initial term of 1 year, beginning on August 1, 2018 and ending on July 31, 2019 as provided herein at the monthly rent of \$ 904 payable in equal installments in advance on the first day of each month for that month's rental, during the term of the lease. All rental payments shall be made to Lessor, at the following address: 10 Pine Acres Drive Bellingham MA 02019.
2. **Use.** Lessee shall use and occupy the Premises within city and state zoning codes. Premises shall be used for no other purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good a condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use of thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter. Lessor has right to inspect interior of unit with 48 hours notice.
9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten (10) days of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

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\$1,000,000

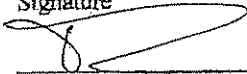
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12. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee and for moving expenses.
13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs that cannot be made within sixty (60) days, this lease may be terminated at his option, may make the same within a reasonable time, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.
14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease immediately upon notice to Lessee. On the date specified in such notice, the term of this lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

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19. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20_____.

Marc Viggiani, Water Division Superintendent

Signature



Floyd L Edick Jr.

Signature of Lessor

reserves the right to reject any and all bids, to waive any formality in the proposals received except Bid Surety when required."

Section 10: Council Approval

All purchases or contracts in excess of \$100,000. or contracts scheduled to be performed beyond one year, shall not be awarded until approved by resolution of the City Council (Election of 11/16/83).

BIDDING

If a department uses an outside firm, such as engineering or construction management, to process a bid; the private firm must utilize the City's Finance Department to place the "NOTICE OF BID" in the appropriate newspaper.