

TUESDAY, AUGUST 13, 2019  
WOONSOCKET CITY COUNCIL AGENDA  
COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING  
7:00 P.M. – SECOND FLOOR CONFERENCE ROOM  
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895

SPECIAL MEETING

1. **ROLL CALL**
2. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**  
19 LC 27            Application of licenses and renewal of licenses (listing attached).
3. **CONSENT AGENDA**  
All items on the consent agenda are indicated with an asterisk (\*).
4. **COMMUNICATIONS FROM CITY OFFICERS**  
19 CO 38\*        From City Solicitor regarding property damage claim of Mr. David White.
5. **VOTE GO TO INTO EXECUTIVE SESSION**
  - a. 42-46-5 (a) (5) Any discussions or considerations related to the acquisition or lease of real property for public purposes, or of the disposition of publicly held property wherein advanced public information would be detrimental to the interest of the public.
    1. Discussion regarding sale of 38-48 Burnside Avenue.
6. **NEW RESOLUTIONS**  
19 R 93            Authorizing the sale of building and real property located at 38-48 Burnside Avenue, Woonsocket, Rhode Island, Assessor's Plat 36, Lot 279, to Pioneer Investments, LLC.-Gendron
7. **DISCUSSION REGARDING THE AMENDMENT TO APPENDIX C, ZONING ORDINANCE SECTION 15.8-2 STANDARDS FOR SPECIAL USE PERMITS FOR COMPASSION CENTERS.**
8. **DISCUSSION REGARDING WOONSOCKET DOWNTOWN COLLABORATIVE / HOLIDAY STROLL (RESOLUTION 19-R-89).**
9. **DISCUSSION REGARDING RENEWABLE ENERGY, RIVER'S EDGE (RESOLUTION 19-R-87).**
10. **DISCUSSION REGARDING UPGRADES TO CELL BLOCKS AT THE POLICE STATION**
11. **DISCUSSION REGARDING THE MOVIE USE OF 80 RIVER STREET.**
12. **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 on August 8, 2019

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**NEW LICENSES**

**CLASS F LIQUOR W/ENTERTAINMENT**

Holy Trinity Parish, 1409 Park Avenue (Live Band) August 28, 2019



**CITY OF WOONSOCKET, RHODE ISLAND  
LAW DEPARTMENT**

August 13, 2019

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

RE: Claim for Property Damage of Mr. David White  
480 Elm Street, Woonsocket, RI 02895

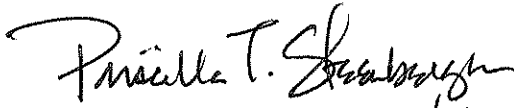
Dear Councilors:

This claim for property damage arises out of an incident that occurred on August 1, 2019. The Highway Department was clearing weeds and debris on Clinton Street. Mr. White was driving by the location and a rock hit the passenger window, shattering the glass. Rick Lambert spoke with Mr. White, noted the damage and contacted the Law Department to notify us of the incident and the City's responsibility.

Mr. White submitted a receipt for the repair from Absolute Auto-Glass in the amount of \$250.50. I recommend that \$250.50 be paid.

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

Sincerely,

  
John J. DeSimone, Esq. *JJD*  
City Solicitor

JJD/ps  
Attachments

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

**CITY OF WOONSOCKET  
PROPERTY DAMAGE CLAIM FORM**

1. Name: DAVID WHITE

2. Address: 480 ELM ST WOONSOCKET, RI

3. Telephone: Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Cell: 401 516-4444

4. Check the type of claim:

Automobile Accident:  Pothole Damage:  Other:  SHATTERED SIDE WINDOW

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

Date: 8/1/19 Time: \_\_\_\_\_ Location: \_\_\_\_\_

Per Rick Lambert  
Mr. White was driving down Clinton St. where city workers were clearing weeds & debris. A rock kicked-up and struck the passenger window of his car, smashing the glass.

P.S.

6. What is the total amount of your claim against the City: \$ 250.50

7. Vehicle Year: 2007 Make: CHEV Model: EQUINOX

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

a. \$ \_\_\_\_\_ Vendor: \_\_\_\_\_ ESTIMATE  or RECEIPT

b. \$ \_\_\_\_\_ Vendor: \_\_\_\_\_ ESTIMATE  or RECEIPT

c. \$ \_\_\_\_\_ Vendor: \_\_\_\_\_ ESTIMATE  or RECEIPT

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

10. Do you have insurance on the damaged property? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Have you submitted a claim to your insurance carrier? \_\_\_\_\_ If "yes," when \_\_\_\_\_

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

d. What is your deductible? \$ \_\_\_\_\_

e. Have you received any insurance proceeds for this incident? \_\_\_\_\_  
If "yes," how much \$ \_\_\_\_\_

f. Has any vendor received any insurance payment on your behalf for this incident? \_\_\_\_\_  
If "yes," how much \$ \_\_\_\_\_

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

Agency/Dept: Highway Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Agency/Dept: Law/Priscilla Date: \_\_\_\_\_ Employee: \_\_\_\_\_

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

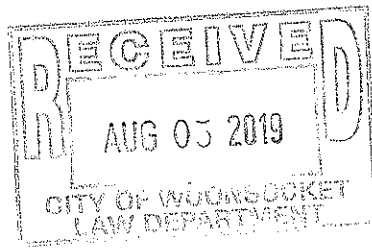
I, the undersigned, do affirm the truthfulness and accuracy of the information above and that attached hereto in support of this claim against the City of Woonsocket for the property damage. I understand that I have an obligation to inform the City of any insurance payments made to me or to any vendor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

Claimant: David White Date: 8/5/19  
(Signature)

David White  
(Printed Name)

<b>FOR OFFICE USE ONLY</b>	
Date Received:	<u>8/1/19 P.S.</u>
Letter to City Council:	<u>8/13</u>
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Release Signed:	_____
Check Issued:	_____

ABSOLUTE AUTO-GLASS  
 473 ST. PAUL ST  
 NORTH SMITHFIELD R.I. 02896  
 PH.(401)766-2600 FAX. (401)597-4406



# Sales Receipt

Date	Sale No.
8/5/2019	080519-52

Sold To
WHITE

Ship To
07 EQUINOX

*See*

Check No.	Payment Method	Project

Description	Qty	Rate	Amount
DOORGLASS		150.00	150.00
INSTALLATION		90.00	90.00

<b>Subtotal</b>	\$240.00
<b>Sales Tax (7.0%)</b>	\$10.50
<b>Total</b>	\$250.50

ABSOLUTE AUTO GLASS  
473 SAINT PAUL ST  
NORTH SMITHFIELD, RI. 02896  
401-766-2600

Merchant ID: 4450016000067391  
Term ID: 0075420016000067391001

**Sale**

\*\*\*\*\*3700

VISA

Entry Method: Swiped  
\$ 250.50

Total:

08/05/19

Inv #: 000002

Apprvd: Online

13:10:10

Appr Code: 217094

Customer Copy  
THANK YOU!

## Steenbergen, Priscilla

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**From:** Lambert, Rick <rlambert@woonsocketri.org>  
**Sent:** Thursday, August 1, 2019 1:56 PM  
**To:** Steenbergen, Priscilla  
**Subject:** Clinton St car damage  
**Attachments:** IMG\_3261.jpg; ATT00001.txt; IMG\_3262.jpg; ATT00002.txt

On 8/1/19 the weed whacking crew damaged a car window belonging to Mr. David White

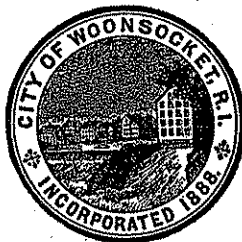
Richard Lambert







# City of Woonsocket Rhode Island



August 13, A.D. 2019

## Resolution

### **AUTHORIZING THE SALE OF BUILDING AND REAL PROPERTY LOCATED AT 38-48 BURNSIDE AVENUE, WOONSOCKET, RHODE ISLAND, ASSESSOR'S PLAT 36, LOT 279, TO PIONEER INVESTMENTS, LLC**

- WHEREAS,** the City of Woonsocket (the "City") is the owner of property and buildings located at Woonsocket Assessor's Plat 36, Lot 279 (the "Property"), 38-48 Burnside Avenue; and
- WHEREAS,** The City has an interested cash Buyer who has agreed to pay Three-Hundred Sixty-One Thousand Dollars (\$361,000) for the property in "as is" condition located at 38-48 Burnside Avenue, Plat 36, Lot 279; and
- WHEREAS,** The City is desirous to effectuate this sale by August 31, 2019 as the buyer wishes to close before that date; and
- WHEREAS,** The City is required to utilize an Ordinance for the sale of City property, however there will not be two meetings of the City Council before August 31, 2019 to pass such an ordinance; and
- WHEREAS,** The City Council can authorize the sale of this property through this Resolution and enact an Ordinance at the next regular meeting. Said Ordinance will have a retroactive date as of the date of the closing.

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

**SECTION 1.** The City Council agrees to sell the Property in “as is” condition located at 38-48 Burnside Avenue, Woonsocket, Rhode Island, Plat 36, Lot 279 to Pioneer Investments, LLC of 10 Dorrance Street, Providence, Rhode Island.

**SECTION 2.** The City Council authorizes the Mayor and/or her designee to sell the Property located at 38-48 Burnside Avenue, Woonsocket, Rhode Island for the amount of Three-Hundred Sixty-One Thousand Dollars (\$361,000) and to execute any and all documents to perform same, including a deed.

**SECTION 3.** The City Council authorizes the use of this Resolution to effectuate the sale of property at 38 Burnside Avenue, Plat 36, Lot 279 with the stipulation that there be an Ordinance introduced at the next regular City Council meeting which shall have a retroactive date concurrent with the closing date.

**SECTION 4.** This Resolution shall take effect immediately upon its passage by the City Council.

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



MULTI UNIT PURCHASE AND SALES AGREEMENT  
Rhode Island Association of REALTORS®

EXHIBIT A



**1. SALES AGREEMENT**

This ("Agreement") made between ("Seller"): City of Woonsocket

Mailing Address: 169 Main Street Woonsocket RI 02895  
and ("Buyer"): Pioneer Investments, LLC

Mailing Address: 10 Dorrance Street, Suite 700 Providence RI 02903  
Seller agrees to SELL and Buyer to BUY, upon the price and terms below, the following property (the "Property"):  
Property Address 38-48 Burnside Avenue Assessor's Plat 36 Lot 279  
Block \_\_\_\_\_ in the City/Town of Woonsocket, State of Rhode Island, Zip code 02895

**2. DATE OF THIS AGREEMENT**

The Date of this Agreement shall be the later of: (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement. For the purposes of this contract and any reference to days, the day after the Date of this Agreement is the first day.

**3. PURCHASE PRICE**

Buyer agrees to pay Seller a Purchase Price for the Property in the amount of:  
Three Hundred Sixty-One Thousand Dollars (\$ 361,000.00 ) ("Purchase Price") of which:  
\$ 5,000.00 has been paid as a deposit.  
\$ 0.00 Additional deposit to be paid on or before \_\_\_\_\_  
\$ 356,000.00 Balance due at closing by certified check, wire transfer and/or bank check.  
\$ 361,000.00 TOTAL PURCHASE PRICE.

Warning: The parties are advised not to wire funds without telephone or in-person confirmation from the person who appears to have issued the instructions. The parties are advised not to transmit personal financial information except through secured, verified email or personal delivery.

**4. CLOSING DATE/PLACE**

Closing is to be held on August 30, 2019 at 10:00 A.M. at the office of the Land Evidence Records in the municipality where the Property is located or at such other time and place as may be agreed to by Buyer and Seller. Delivery of deed shall occur at the closing. Buyer and Seller authorize release of the closing disclosures to their respective Broker(s), to fulfill Brokers' obligation in accordance with Rhode Island law and for purposes of tracking statistical data.

**5. DEPOSITS**

All deposits shall be held in an escrow account by the Listing Brokerage Firm named in Section 25, unless mutually agreed otherwise in writing by Buyer and Seller, and applied to the Purchase Price, except as otherwise provided.  
(a) The release of all deposits shall be upon execution of a written release by Buyer and Seller or as otherwise provided in Commercial Licensing Regulation 230-RICR-30-20-2.  
(b) In the event of a dispute between Seller and Buyer as to the performance of any provision of this Agreement, the holder of the deposits shall transfer the deposits to the General Treasurer of Rhode Island after 180 calendar days from the date of the original deposit, in accordance with the above regulation.

**6. WAIVER OF MORTGAGE CONTINGENCY**

If initiated by Buyer, this Agreement is not contingent upon financing and Section 7 of this Agreement shall not apply.

PL (Initials of Buyer)  
08/03/19

**7. MORTGAGE CONTINGENCY**

This Agreement is subject to Buyer obtaining a commitment letter issued by an institutional mortgage lender or mortgage broker ("Lender") on or before \_\_\_\_\_, ("Mortgage Contingency Deadline") under the following terms: an amount not to exceed \$ \_\_\_\_\_ at an initial rate of interest not to exceed N/A % per year, for a term of at least N/A years, with a maximum of N/A points. Buyer authorizes Seller and/or Listing Licensee to contact any such Lender(s) to confirm the status of Buyer's application.

- (a) **Satisfaction of Contingency:** Once Buyer delivers a commitment letter to Seller or Listing Licensee in accordance with Section 25, this Contingency is deemed satisfied, regardless of whether the stipulations and conditions in the commitment letter are met. Buyer assumes all obligations in fulfilling any and all conditions of the commitment letter.
- (b) **Denial of Mortgage:** If Buyer applies for a mortgage as described above and receives a written denial for such mortgage, then, upon delivering a copy of the denial to Seller or Listing Licensee in accordance with Section 25 on or before the Mortgage Contingency Deadline or extensions, this Agreement shall be declared null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the mortgage contingency in writing.
- (c) **Extension:** If Buyer has received neither a commitment letter nor a denial for such mortgage on or before the Mortgage Contingency Deadline, Buyer may request, on or before the Mortgage Contingency Deadline, and by written notice to Seller or Listing Licensee in accordance with Section 25, to extend the time by which a copy of the commitment letter or denial must be delivered, or waive the Mortgage Contingency by written notice in accordance with Section 25. In response to Buyer's request, Seller may, on or before the Mortgage Contingency Deadline, and by written agreement with Buyer, extend the time by which a copy of the written denial must be delivered. If Seller does not extend the Mortgage Contingency Deadline, this Agreement shall be null and void and Buyer shall have the right to the Deposits in accordance with Section 5 unless Buyer waives the Mortgage Contingency in writing.
- (d) **Buyer's Breach of Contingency:** If, on or before the Mortgage Contingency Deadline, Buyer fails to deliver a copy of the commitment letter, or fails to deliver a written denial for such mortgage to Seller or Listing Licensee in accordance with Section 25, or fails to request an extension as stated in (c) above, the Mortgage Contingency shall be deemed waived. If Buyer fails to purchase Property on Closing Date, Buyer shall be in default of this Agreement; Seller shall have the right to the Deposits and other remedies provided in Section 26.

BUYER'S INITIAL PL SELLER'S INITIALS \_\_\_\_\_  
08/03/19

(e) Insurance Notice: A mortgage is usually contingent on an insurance binder; therefore, Buyer is highly advised to seek a quote or binder for insurance including, but not limited to, flood, dwelling, and wind, on or before the Mortgage Contingency Deadline. Insurance availability and cost may vary based upon factors, including but not limited to, location, age, condition, and past history of the property.

**8. PERSONAL PROPERTY AND FIXTURES**

All fixtures and other improvements that are permanently attached to the building, structures, or land as of the date Buyer signed this Agreement are included in this sale as part of the Property, including, but not limited to, landscaping, lighting fixtures, screen doors, storm windows, garage door openers and controls, flagpoles, fences, and any other items that are built in, including, but not limited to air conditioning equipment, garbage disposals, and dishwashers. Any and all items associated with the use, control, or operation of the fixtures are also included. Any other personal property, including but not limited to furniture, shall be addressed in a separate Personal Property Agreement. Appliances to remain include the following:

Any seller-owned appliances in their as-is condition.

The following items, including leased or tenant-owned items, are excluded from the sale:

N/A

**9. LEGAL UNITS**

Property is comprised of 9 (number) legal units according to municipal zoning records in the city/town in which Property is located.

**10. TITLE AND DEED**

- (a) Seller shall convey Property by a Quit Claim deed conveying a good, clear, insurable, and marketable title to the Property, free from all encumbrances, except easements and restrictions of record, and governmental regulations, provided they do not affect the marketability of the title and are satisfactory to Buyer, and Buyer's Lender, if any. Seller warrants that Seller has no notice of any outstanding violation order from a governmental entity relating to the Property.
- (b) Buyer may conduct a title examination of the Property at Buyer's expense.
- (c) If Seller cannot convey marketable title as described above, Buyer may (1) elect to accept such title as Seller can convey, or (2) reject the unmarketable title, by notifying Seller in accordance with Section 25, then this Agreement shall be deemed null and void and Buyer shall have the right to the Deposits in accordance with Section 5.

**11. TAXES, ADJUSTMENTS, OTHER ASSESSMENTS**

- (a) Taxes: Real estate taxes and fire district taxes shall be prorated on a calendar year basis, except in those towns in which taxes are prorated on a municipal fiscal year basis, with Seller paying for the period prior to the date of delivery of the deed and Buyer paying the balance of taxes due. All other taxes which are a lien upon the Property shall be paid by Seller at the time of the delivery of the deed.
- (b) Adjustments: Rents, fuels, water charges, association fees and sewer usage charges shall be apportioned as of the date of the delivery of the deed at the current price as calculated by the Seller's supplier.
- (c) Assessments: All assessments, including sewer, which are payable over a period of more than one year and constitute a lien on the Property shall be paid as follows: At closing, Seller shall pay installments due during the municipal years prior to the year in which the deed is delivered; the installments due in that year shall be prorated in the same manner as above provided for taxes, and (check one)  
 the Seller shall pay the balance of the assessment in full or acknowledge that there is no assessment, or  
 the Buyer shall pay the balance of the assessment in full, if any, or assume the balance of the assessment where permitted by law.

BUYER'S INITIALS: PSL  
SELLER'S INITIALS: [Redacted]

**12. NON-RESIDENT WITHHOLDING REQUIREMENT**

If Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the closing, Buyer must withhold six (6%) percent of Seller's net proceeds (9% if Seller is a corporation), in accordance with R.I.G.L. § 44-30-71.3, and pay such amount to the Division of Taxation as a non-resident withholding requirement. In order to have such withholding based on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) calendar days prior to closing. Seller agrees to pay to Buyer the entire amount of such withholding found to be due at or after the closing. Buyer's responsibility shall survive the transfer of title to the Property and shall be a lien against the Property. Seller and Buyer are advised to consult with the appropriate legal, tax, or financial professionals and/or the Rhode Island Division of Taxation.

**13. NON-RESIDENT LANDLORD REQUIREMENT**

R.I.G.L. § 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

**14. FIRE SAFETY SYSTEMS**

Rhode Island requires multi-unit dwellings to be equipped with a fire safety system. Requirements vary based on the number and design of the units and may include, but not be limited to, battery operated or hard wired smoke and carbon monoxide detector system, interconnected detectors, fire suppression devices; fire retardant paint, a local fire alarm system or a municipally connected fire alarm system. Buyer and Seller have been advised to contact the State Fire Marshal's Office or the local authority having jurisdiction over Property before signing this Agreement.

Seller shall deliver Property in compliance with all applicable fire safety codes.

BUYER'S INITIALS: PSL  
SELLER'S INITIALS: [Redacted]

Buyer shall assume all responsibility for compliance with all applicable fire safety codes, where permitted by law.

Additional Provisions:

BUYER'S INITIAL: PSL  
SELLER'S INITIALS: [Redacted]

**15. POSSESSION AND CONDITION OF PROPERTY**

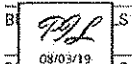
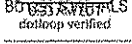
Seller shall deliver to Buyer at closing full occupancy and possession of the Property, in "broom clean" condition, free and clear of personal possessions (except those that are listed in Section 8 as included with the sale), except as agreed below. At closing, Seller shall convey the Property in the same condition in which it is on the Date of this Agreement, except for reasonable use and wear and/or any improvements or repairs required by this Agreement. Buyer shall be entitled to a final walkthrough of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this section.

EXCEPTIONS: (subject to assumption of leases)

All existing tenants may remain.

**16. TENANTS AND OCCUPANTS**

Seller shall deliver Property to Buyer at closing as follows: (Buyer and Seller: initial one)

	SELLER'S INITIALS	Free and clear of all tenants and occupants
	SELLER'S INITIALS	Existing tenants and occupants may remain.
BUYER'S INITIALS	SELLER'S INITIALS	Other <u>N/A</u>

Seller shall notify Buyer in writing of any changes in occupancy prior to Closing.

**17. BUYER'S REVIEW OF RENTAL AGREEMENTS AND INFORMATION**

(a) The Seller shall provide Buyer with a copy of the following:

- (1) all written leases or rental agreements in effect at the time this Agreement is signed; or
- (2) a written statement providing the terms of the tenancy including the amount and date when rent is due, security deposits held and the responsibilities of the parties for utilities, parking, and other terms of the tenancy at the time this Agreement is signed, if there is no written lease or rental agreement.

(b) The Buyer shall have a period of N/A calendar days from Buyer's receipt of the above documents to review and accept them.

(c) If within this review period, Buyer gives Seller written notice that Buyer does not accept the above documents, this Agreement shall be null and void and Buyer shall have the right to all Deposits in accordance with Section 5. If Seller does not receive written notice within such period, these provisions shall be deemed acceptable to Buyer.

**18. SELLER'S OBLIGATIONS**

(a) Seller shall transfer all security deposits to Buyer at the time of closing.

(b) Seller shall deliver to Buyer a letter to each tenant notifying them of a change in ownership and an address where subsequent rental payments are to be sent and the amount of the security deposit being transferred to Buyer, if any.

(c) The Seller shall provide Buyer with current contact information for all tenants occupying the property at the time of the closing.

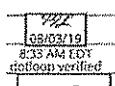
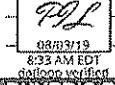
(d) All rents shall be considered current as of the date of the closing and will be prorated according to the terms of the rental agreements and written statements provided in accordance with Section 17(a).

**19. WRITTEN NOTICE OF VIOLATIONS AND CHANGE IN OWNERSHIP:**

If there is any notice of violation order outstanding against the Property, Seller shall immediately provide written notice to the Buyer and each tenant of Property with a true copy of any notice of violations or orders issued and notify the enforcing officer in writing of Seller's intent to transfer the property.

**20. RECEIPT AND ACKNOWLEDGMENT OF RI DISCLOSURE FORMS**

Buyer acknowledges that Buyer has received the following forms (unless exempted by law): (Initial all that apply)

	<input type="checkbox"/>	Rental Agreements and information in accordance with Section 17(a)
	<input type="checkbox"/>	Rhode Island Real Estate Sales Disclosure Form prepared by Seller
	<input type="checkbox"/>	Mandatory Real Estate Relationship Disclosure
	<input type="checkbox"/>	Seller's Lead Disclosure which is incorporated in this Agreement by reference
	<input type="checkbox"/>	Pamphlet "Protect Your Family from Lead in Your Home" that includes R.I. section "What You Should Know About the RI Lead Law"
	<input type="checkbox"/>	Fact Sheet "Requirements for New Owner of Rental Properties" or "Requirements for Property Owners Who Own Ten or More Residential Rental Units" (Housing Resources Commission/R.I. Department of Health), whichever is applicable.

**21. BUYER'S RIGHTS**

(a) Inspections: R.I.G.L. § 5-20.8-4 states, "Every contract for the purchase and sale of real estate shall provide that a potential purchaser or potential purchasers shall be permitted a ten (10) day period, *exclusive of Saturdays, Sundays and holidays* to conduct inspections of the property and any structures thereon before the purchaser(s) becomes obligated under the contract to purchase. The parties have the right to mutually agree upon a different period of time; provided, a potential purchaser may waive this right to inspection in writing."

(b) Notice of State Inspections: In addition to the rights stated in subsection (a) above, a potential purchaser(s) shall be permitted a period of ten (10) days to conduct the following:

- (1) Lead inspection: R.I.G.L. § 5-20.8-11 gives a potential purchaser the right to conduct a lead inspection. "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence Quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

- (2) Private Well Water Inspection: R.I.G.L. § 5-20.8-12 provides the right to test the water quality of a private well in accordance with RI Department of Health regulations.
- (3) Cesspool Inspection: R.I.G.L. § 5-20.8-13 provides the right to inspect the property's on-site sewage system to determine if a cesspool exists and whether it is subject to the phase-out requirements as stated in R.I.G.L. § 23-19.15.
- (4) Large Capacity Cesspools: The Rhode Island Department of Environmental Management requires all "large capacity cesspools," which serve multi-unit residential properties to be abandoned and replaced with an approved Onsite Wastewater Treatment System (OWTS) or connected to sewer in accordance with R.I.G.L. §23-19.15-9.
- (5) Minimum Notice for Access: R.I.G.L. § 34-18-26 requires Seller to give each tenant a minimum of two (2) calendar days' notice before accessing the unit for an inspection or showing, so Buyer should plan accordingly.

**22. WAIVER OF INSPECTIONS CONTINGENCY (Initial all that apply)**

 LS  
 02/09/19  
 LS  
 02/09/19  
 8:33 AM EST  
 Real Estate

- (a) If initialed by Buyer, Buyer waives all rights to inspections, including the 10-day period, *exclusive of Saturdays, Sundays and holidays*, in R.I.G.L. § 5-20.8-4, § 5-20.8-12 and § 5-20.8-13; this Agreement is not contingent on inspections, and Section 23 of this Agreement shall not apply.
- (b) Lead: If initialed by Buyer, this Agreement is not contingent on a lead inspection, and Buyer waives Buyer's 10-day right to test/inspect for the presence of lead.

**23. INSPECTIONS CONTINGENCY: Time is of the essence as it applies to Section 23.**

- (a) Buyer shall have a ten (10) day period, *exclusive of Saturdays, Sundays and holidays* ("Inspections Contingency Deadline"), from the date of this Agreement to conduct and complete inspections, obtain inspection reports, deliver to Seller or Listing Licensee any and all requests relating to inspections, obtain Seller's response, and resolve all such requests with Seller in writing or this contingency shall be deemed waived. For the purposes of this Agreement, parties agree that "holidays" shall be defined as federally or state recognized holidays.
- (b) The inspections shall be conducted at Buyer's expense by a recognized inspector(s) or inspection company of Buyer's choice. Inspections may include, but are not limited to, pest, cesspool/septic/sewer, radon, well water, lead, physical/mechanical, hazardous substances, wetlands and flood plain.
- (c) If Buyer wishes to terminate this Agreement, because of the following, Buyer may terminate this Agreement by sending written notice of termination to Seller or Listing Licensee in accordance with Section 25 on or before the Inspections Contingency Deadline or any mutually agreed extensions of such Deadline, and Buyer shall have the right to the Deposits in accordance with Section 5:
  - (1) Buyer is not satisfied with the results of the inspections; or
  - (2) Buyer and Seller have not resolved any and all issues relating to inspections to Buyer's satisfaction; or
  - (3) Seller has not responded to Buyer's requests on or before the Inspections Contingency Deadline.
- (d) If Buyer fails to deliver such written notice of termination, this Contingency shall be deemed waived and Buyer will forfeit Buyer's right to terminate this Agreement based on the Inspections Contingency.

**Additional Provisions:**

Buyer waives all rights to inspections and will purchase the Property in it's As-Is condition.

**24. REQUIRED DOCUMENTS**

Buyer and Seller agree to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to complete the transaction including, but not limited to, any affidavits and agreements which may be required by the Lender(s) or the title insurance company. Any fees associated with documentation required by the Buyer's Lender(s) will be paid by the Buyer unless otherwise agreed in writing.

**25. NOTICES**

All notices as required in specific Sections of this Agreement shall be in writing. All notices are to be conveyed by mail, personal delivery, or electronic transmission. Notices shall be effective when postmarked, upon personal delivery, or upon electronic transmittal date. Notices to Seller, Buyer, Listing Licensee and Cooperating Licensee shall be sent or delivered to the address(es) below.

**SELLERS:**  
 Name(s): City of Woonsocket

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Mailing Address: 169 Main Street Woonsocket RI 02895  
 Email: \_\_\_\_\_

Listing Brokerage  
 Firm Name: Boucher Real Estate Mailing Address: 600 Cass Ave Woonsocket RI 02895  
 Name of Principal Broker: Duane Boucher License #: REC.0014815  
 Name of Licensee: Duane Boucher License #: REC.0014815  
 Status:  Designated Seller Representative  Transaction Facilitator  Dual Facilitator  
 Email: Duane@BoucherRealEstate.com Phone: 401-766-2200

**BUYERS:**  
 Name(s): Pioneer Investments, LLC

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Mailing Address: 10 Dorrance Street, Suite 700 Providence RI 02903  
 Email: \_\_\_\_\_



Cooperating Brokerage:  
 Firm Name: Keller Williams Realty Leading Edge Mailing Address: 1725 Mendon Road, Suite 201 Cumberland  
 Name of Principal Broker: John Somyk License #: REB.0014022 RI 02864  
 Name of Licensee: Kyle Seyboth License #: RES.0034915 MLS ID #: 32535  
 Status:  Designated Buyer Representative  Transaction Facilitator  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**26. DEFAULT**

Upon default by Buyer, Seller shall have the right to the Deposits in accordance with Section 5, such right to be without prejudice to the right of Seller to require specific performance and payment of other damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default. If Seller defaults in the performance of this Agreement, Buyer shall have the right to the Deposits in accordance with Section 5, and Buyer may pursue any and all remedies available at law or equity, including but not limited to specific performance. All disputes between Buyer and Seller over the disposition of the Deposits shall be governed by Section 5.

**27. ASSIGNMENT**

This Agreement may be assigned by either party without written consent of the other, and shall be binding upon the assigns of Buyer and Seller. However, this Agreement may not be assigned without the express written consent of Seller, if it contains a provision for Seller financing.

**28. ACCURATE DISCLOSURE OF SELLING PRICE**

Buyer and Seller certify that this Agreement and all Addenda accurately reflect the gross sales price as indicated in Section 3 of this Agreement. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

**29. ADDENDUM/ADDENDA**

The following addendum/addenda are made a part of this Agreement:  
 N/A

**30. ADDITIONAL PROVISIONS**

Buyer shall assume all existing minimum housing violations, any fire code updates required and/or water line updates as required.  
 This purchase & sales agreement is subject to City Council approval.

**31. PREPARATION OF DOCUMENT CONFIRMATION CLAUSE**

This Agreement was prepared by (check one):  Listing Licensee  Cooperating Licensee  Other (please complete below)  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_

**32. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and is intended to be used only for property located in the State of Rhode Island.

**33. CONSTRUCTION OF AGREEMENT**

If two or more persons are named as Seller or Buyer, their obligations shall be joint and several. Dates and deadlines are important. The Buyer and Seller are advised to act within the time required.

**34. ENTIRE AGREEMENT**

Buyer and Seller agree that this Agreement contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated. Buyer represents that Buyer has not relied on the oral representations of Seller, or Broker(s) or their affiliated licensees as to the character or quality of the Property. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.**  
**BY SIGNING THIS AGREEMENT, BUYER AND SELLER REPRESENT THAT THEY HAVE THE LEGAL AUTHORITY TO ENTER INTO A BINDING AGREEMENT.**  
**IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

<i>Pioneer Investments LLC</i>	<small>dotloop verified 08/03/15 8:31 AM EDT IS27-SFVM-PNYP-HITE</small>	_____	_____
Buyer	Anurag Sureka, Member	Date	Seller
			City of Woonsocket
			Date
Buyer		Date	Seller
			Date
Buyer		Date	Seller
			Date
Buyer		Date	Seller
			Date