

MONDAY, SEPTEMBER 17, 2018
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 P.M. – 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 SEPTEMBER 4TH AND MINUTES OF SPECIAL MEETING HELD SEPTEMBER 10TH**
- 6. CONSENT AGENDA**
All items on the consent agenda are indicated with an asterisk (*).
- 7. COMMUNICATIONS FROM MAYOR**

None.
- 8. COMMUNICATIONS FROM OFFICERS**

18 CO 37* From Planning Board Chairman submitting response to request for advice and recommendation regarding Historic Structure Floating Overlay designation of Woonsocket Assessor's Plat 21, Lot 48.
18 CO 38* From Zoning Official regarding 706 Social Street a/k/a Social Street School Historic Structure Floating Overlay District.
18 CO 39* From Solicitor regarding property damage claim of Mr. Michael Milardo.
- 9. AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

18 LC 41 Public hearing on application of Second Hand Dealer (Auto) license for JAG Salvage, LLC, 9 Privilege Street.
18 LC 42 Public hearing on application of Second Hand Dealer (Merchandise) license for JAG Salvage, LLC, 9 Privilege Street.
18 LC 43 Public hearing on transfer application of Second Hand Dealer (Merchandise) license from Rene Belanger d/b/a Rene's Used Furniture to Balbino Navarro d/b/a J & B Consignment, 56 Arnold Street.
18 LC 44 Application of licenses and renewal of licenses (listing attached).
- 10. COMMUNICATIONS AND PETITIONS**

18 CP 53 A request of Albert G. Brien to address the City Council regarding Northeast Re-val.
18 CP 54 Request of Councilman Fagnant to address the following items:
 1. Discussion on Councilman Cournoyer's conduct at a meeting/work session in regards to the Rise Mayoral Academy meeting and vote taken. The major issue was what took place after the meeting ended and will Council President admonish Councilman James Cournoyer for his rudeness and inappropriately using the "F" bomb towards women that were asking him questions.
 2. Discussion on Ordinance 18-O-45 cultivation of marijuana.

3. Discussion Landmark Medical/Prime issue of not paying taxes as a non-profit.
 4. Resolution 18-R-44 tabled on April 16, 2018 law suit opioids.
 5. Discussion on offer to purchase Gaston A. Ayotte little league field, at Providence Street.
 6. Discussion on a pilot agreement with Haven of Grace.
 7. Discussion on the purchase of Fifth Avenue School.
- 18 CP 55 Request of Councilman Cournoyer to address the following items:
1. Status of the Teachers' contract.
 2. CDBG Funding; 2017/2018 and 2018/2019 CDBG Annual Action Plan.
- 18 CP 56* Monthly odor report from Jacobs Engineering Group.
11. **GOOD AND WELFARE**
(Five minute limit, per Council Rules of Order)
 12. **ORDINANCES PASSED FOR FIRST TIME SEPTEMBER 4TH**
 - 18 O 44 Granting a petition for a new joint pole for National Grid and Verizon on Singleton Street.-Gendron
 - 18 O 46 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron
 - 18 O 48 Granting Easement to the Narragansett Electric Company.-Gendron
 - 18 O 49 Authorizing the sale of building and real property located at 357 Park Place, Woonsocket, Rhode Island, Assessor's Plat 27, Lot 113, to Woonsocket Park Place, LLC.-Gendron
 13. **NEW ORDINANCES**
 - 18 O 50 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" regulating Office Co-Ops.-Murray
 - 18 O 51 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" regulating hotels, motels, & bed and breakfast inns.-Murray
 14. **NEW RESOLUTIONS**
 - 18 R 97 Authorizing the cancellation of certain taxes.-Gendron
 - 18 R 98 Granting permission to use City property.-Gendron
 - 18 R 99 Granting permission to use City property.-Gendron
 - 18 R 100 Designating Woonsocket Assessor's Plat 21, Lot 900; a/k/a former Social Street School, 706 Social Street, as a Historic Structure Floating Overlay District.-Gendron
 - 18 R 101 Granting permission to use City property.-Gendron
 - 18 R 102 Granting permission to use City property.-Gendron
 15. **ADJOURNMENT**

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

Posted September 13, 2018

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AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F WITH ENTERTAINMENT

St. John the Baptist ROC, 42 South Main Street (Live Band – 11/3/18)

CLASS F1 WITH ENTERTAINMENT

Woonsocket Rotary Club (Autumn Fest) World War II Veterans Memorial Park, (Live Band – 10/4, 10/5, 10/6, 10/7, 10/8, 2018)

RENEWALS

QUARTERLY ENTERTAINMENT

Cercle Laurier, 165 East School Street (LIVE BAND, DJ, KARAOKE)

James Court Street Pub, Inc., 111 Main Street (LIVE BAND, DJ, KARAOKE)

Rick's Bar & Grill, Inc., 297 Cass Avenue (LIVE BAND, DJ, KARAOKE)

SECOND HAND DEALER MERCHANDISE

AMCO, Inc., 131 Mason Street (November 1st thru March 31st)

Privilege Street Auto, 55 Privilege Street

Tuesday, September 4, 2018

At a public hearing of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Tuesday, September 4, 2018 at 6:30 P.M.

All members are present.

A public hearing in held on the following resolution:

18 R 83 A resolution for proposed abandonment of a portion of Monroe Street is read by title.

Michael Darveau addressed the council.

Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the public hearing be and it is hereby adjourned at 6:33 P.M.

The regular meeting follows at 7 P.M.

All members are present.

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

The following persons addressed the council under citizens good and welfare: Bill Legare, Bill Schneck, Adam Brunetti, Maurice Doire, Amber Debole, Michelle Marandola, Alethea Forcier, Jeff Partington, Lynn Kapiskas, John Reynolds Jr., William Doe and Albert G. Brien.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held August 6th, and special meetings held August 16th and August 23rd be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp 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 M 15 A communication from Mayor appointing Roji J. Eappen to the City of Woonsocket Planning Board.
- 18 CO 32 A communication from Public Works Director regarding petition from Verizon and National Grid.
- 18 CO 33 An opinion of City Solicitor regarding property claim of Raymond F. Sewell.
- 18 CO 34 An opinion of City Solicitor regarding claim of Debra Jones.
- 18 CO 35 An opinion of City Solicitor regarding claim of Anne Simko.
- 18 CO 36 A communication from Police Department regarding 2018 Edward Byrne Memorial Justice Assistance Grant (JAG).
- 18 M 14 A communication from Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding veto message of Ordinances 18-O-37 and 18-O-38 is read by title, and

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

A public hearing was held on the following six applications.

- 18 LC 34 An application of Petrop, LLC d/b/a Sweet Basil Kitchen and Bar, to hold Class BV license at 2 South Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Fagnant seconded by Councilman Beauchamp it is voted that the license be granted, a voice vote on same being unanimous. Atty. Sciacca and Angelos Petropoulos addressed the Council.

- 18 LC 35 An application of D.V. Thai Restaurant LLC d/b/a D.V. Thai Restaurant to hold Class BL license at 206 North Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Brien seconded by Councilors Beauchamp and Murray it is voted that the license be granted, a voice vote on same being unanimous. Thondy Soundara addressed the Council.

- 18 LC 36 An application of Shri Ganesh LLC d/b/a Swagat to hold first class victualing license at 476-480 Diamond Hill Road, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilwoman Murray seconded by Councilwoman Sierra it is voted that the license be granted, a voice vote on same being unanimous. Nagendra Thatavarthy addressed the Council.

- 18 LC 37 An application of Triangle Donuts Inc. d/b/a Dunkin Donuts to hold first class victualing license at 246 South Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Brien seconded by Councilman Beauchamp it is voted that the license be granted, a voice vote on same being unanimous. Richard Lynch addressed the Council.

- 18 LC 38 An application of Woonsocket Palace Pizza Inc. to transfer Class BL license to CIMA, Inc. at 85 B Front Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilwoman Sierra seconded by Councilors Brien and Murray it is voted that the license be granted, a voice vote on same being unanimous. Alex Biliouris, Nichols Michalopoulos & Andrea Vacca addressed the Council.

- 18 LC 39 An application of Rincon Latino to hold Class BV license at 587 Willow Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilwoman Murray seconded by Councilwoman Sierra it is voted that the license be granted, a voice vote on same being unanimous.

- 18 LC 40 Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 applications for Class F and entertainment license, 1 application for holiday license and 1 application for renewal of tattoo license.

Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the Class F and entertainment license for Museum of Work and Culture be granted, a voice vote on same being unanimous. President Gendron recused himself from this vote.

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

18 R 93 A resolution for abandonment of a portion of Monroe Street is read by title, and

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

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

18 R 96 A resolution authorizing Mayor to purchase the property located at 80 River Street, Woonsocket is read by title, and

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

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted to amend as follows: In 2nd whereas, after "decreasing" insert "building" and delete "of its housing stock". Also, in Section 1, at the end of the paragraph delete "." and insert "; provided that such purchase be contingent on the City receiving at least \$80,000.00 of grant funding to be applied to this purchase, with the balance of funding to come from account 1-010-098-54-60302 Woonsocket Redevelopment Agency. This amendment is voted on and passed unanimously on a voice vote. The resolution, as amended, is approved unanimously on a voice vote.

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

18 O 49 An ordinance authorizing the sale of building and real property located at 357 Park Place, Woonsocket to Woonsocket Park Place is read by title, and

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

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

18 R 94 A resolution granting permission to use city property is read by title, and

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

18 CP 52 A request of President Gendron to address the following item: Councilman Fagnant's conduct and comments at the August 6th 2018 City Council meeting.

The following remarks were made under good and welfare:

Councilman Brine thanked Rotary Club for library project at Coleman School. He thanked school administration for their efforts for the playground at Coleman School. He thanked everyone involved in Levitt Amp concert series.

Councilman Cournoyer addressed comments made by citizen regarding road paving. He addressed teachers' contract.

Councilman Fagnant spoke about adopted budget. He address the teachers. He spoke about status of pending legislation (Fifth Avenue School/Haven of Grace). He spoke about conversation with Lynn Kapiskas and he spoke about apology

letter that he googled. He spoke about the teachers' contract negotiations and the process.

Councilwoman Murray spoke about Levitt AMP concert series. She thanked who participated in DWC dinner on the bridge. She spoke about 10/10 raffle and read letter by David Brezniak.

Councilwoman Sierra passed.

President Gendron commented on remarks by Ms. Marandola regarding teachers' contract and he thanked the teachers. He spoke about letter from Mayor regarding Fifth Avenue School.

Councilman Beauchamp addressed the Public Works Director regarding start time of activity at the Water Treatment Plant. He also commented on appreciation of teachers' and appropriation suggestions. He spoke about the members of the negotiating committee and the possibility of continued talk.

- 18 O 39 An ordinance authorizing connection to the City of Woonsocket Water Works System, which was passed for the first time on August 6th, 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 42 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, which was passed for the first time on August 6th, 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 43 An ordinance granting a petition for underground installation of conduit for communications for 1 CVS Drive in the right of way, which was passed for the first time on August 6th, is read by title, and
Upon motion of Councilwoman Sierra seconded by Councilors Beauchamp and Murray it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 18 O 44 An ordinance granting a petition for a new joint pole for National Grid and Verizon on Singleton Street is read by title, and
Upon motion of Councilman Beauchamp seconded by Councilman Cournoyer it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.
- 18 O 45 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" regulating licensed marijuana cultivation is read by title, and
Upon motion of Councilman Cournoyer seconded by Councilwomen Murray and Sierra it is voted that the ordinance be tabled, referred to the Planning Board for advice and recommendation and advertised for hearing, a voice vote on same being unanimous.
- 18 O 46 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and
Upon motion of Councilman Beauchamp seconded by Councilman Cournoyer it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.

18 O 47 An ordinance transferring funds from contingencies to Police Division is read by title, and

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

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

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

18 R 95 A resolution ratifying the tentative agreement between International Brotherhood of Police Officers local Number 404 and the City of Woonsocket is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilors Brien, Fagnant and Murray it is voted that the resolution be tabled for a public hearing, a voice vote on same being 6-1 with Councilman Beauchamp voting no.

18 O 48 An ordinance granting easement to Narragansett Electric Company is read by title, and

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

18 R 90 A resolution authorizing the settlement of a legal dispute with Synagro Woonsocket, which was tabled at the meeting of August 6th, is read by title, and

Upon motion of Councilman Brien seconded by Councilman Beauchamp it is voted that the resolution be passed, however, before this is voted on

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

A motion to reconsider is made by Councilman Brien seconded by Councilman Cournoyer, a voice vote on same being unanimous.

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

18 R 92 A resolution authorizing the cancellation of certain taxes is read by title, and

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

Upon motion of Councilman Beauchamp seconded by Councilwoman Sierra it is voted that the meeting be and it is hereby adjourned at 9:40 P.M.

Attest:

Christina Harmon-Duarte

City Clerk

Monday, September 10, 2018

At a special meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island on Monday, September 10, 2018 in the Second Floor Conference Room at 7:00 P.M.

All members were present.

Also in attendance was: Director D'Agostino, Director Jalette, Solicitor DeSimone & Paul Luba.

18 R 90

A resolution authorizing the settlement of a legal dispute with Synagro Woonsocket, LLC, which was tabled to this meeting, is read title, and

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

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the meeting be and it is hereby adjourned at 8:25 P.M.

Attest:

Christina Harmon-Duarte

City Clerk



City of Woonsocket, Rhode Island
WOONSOCKET PLANNING BOARD

August 7, 2018

Resolution

Recommending a Historic Structure Floating Overlay
Designation of Woonsocket Assessor's Plat 21, lot 48
to the Woonsocket City Council.

Whereas: the Woonsocket City Council has requested the advice and recommendation of the Planning Board regarding the potential for designation of the former Social Street School property at 706 Social Street, Woonsocket, Rhode Island (a/k/a Woonsocket Assessor's Plat 21, lot 48) as an eligible site for redevelopment under the Historic Structures Floating Overlay District Section 12.6 of the Zoning Ordinance of the City of Woonsocket, Rhode Island; and

Whereas: the Woonsocket Planning Board has reviewed the purposes of Section 12.6 of the Zoning Ordinance of the City of Woonsocket, Rhode Island, relative to the intentions of the Council to enable redevelopment, renovation, rejuvenation and revitalization of properties of significant historical and architectural significance to the history and fabric of the community; and,

Whereas: The Planning Board received additional information from the staff of the Department of Planning & Development regarding the overall plans of the proposed development and has concluded that the redevelopment, renovation and restoration of the former Social Street School and are convinced that such development is best suited as a project under the *Historic Structures Floating Overlay District*.

*Now, therefore, be it Resolved by the
Woonsocket Planning Board as follows:*

Section 1. That Woonsocket Planning Board recommends to the City Council of the City of Woonsocket, Rhode Island, that Woonsocket Assessor's Plat 21, lot 48, a/k/a Former Social Street School, 706 Social Street, Woonsocket, Rhode Island be designated as a *Historic Structures Floating Overlay District*.


Section 2. That this Resolution shall be become effective immediately upon its passage.

Motion to approved by Member Capwell and seconded by Member Eappen to approve the proposed recommendation to the City Council regarding the designation of Woonsocket Assessor's Plat 21, lot 48, 706 Social Street, Woonsocket, Rhode Island as submitted.

Member Capwell	Yes
Secretary Crisafulli	Yes
Member Eappen	Yes
Chairman Finlay	Yes
Member Pratt	Absent

Motion Passes: 4-0-1

Certified at Woonsocket, Rhode Island, August 08, 2018.


Kenneth Finlay, Chairman


Ian McElwee, City Planner
Administrative Officer



CITY OF WOONSOCKET, RHODE ISLAND
DEPARTMENT OF THE ZONING OFFICIAL AND ADA COMPLIANCE OFFICER

Email: cjohnson@woonsocketri.org
401-767-6400 ext. 2966

MEMORANDUM

To: The Honorable City Council of the City of Woonsocket

CC: Joel Mathews, Director of Planning and Development
Ian McElwee, City Planner

From: Carl J. Johnson, Zoning Official

Date: September 12, 2018

Subject: 706 Social Street a/k/a Social Street School Historic Structure Floating Overlay District Designation

To the Honorable City Council,

On the agenda this evening is a resolution to designate the former Social Street School as a Historic Structure Floating Overlay District. On May 7, 2018 the Council by Resolution 19-R-50 requested the advice and recommendation of the Planning Board regarding the proposed designation of the former Social Street School as a Historic Structure Floating Overlay District.

At their regular meeting on August 7, 2018 the Planning Board passed a Resolution in support of the designation by a unanimous vote. Tonight the Council will vote on the final Resolution to designate the former Social Street School as a Historic Structure Floating Overlay District.

Respectfully,

Carl Johnson
Zoning Official



CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

September 12, 2018

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

RE: Claim for Property Damage of Mr. Michael Milardo
82 Laurel Lane, Bellingham, MA 02019

Dear Councilors:

This claim for property damage arises out of an incident that occurred on July 27, 2018. Mr. Milardo reported to the City that he sustained damage to his 2012 Honda Accord rear tire while travelling on Mendon Road. He stated that his car struck a loosened water main cover and the rear tire went flat immediately.

Mr. Milardo originally submitted his claim to the State as Mendon Road is maintained by the State. However, he was notified that the water covers fall under the purview of the City's Water Department. Mr. Milardo submitted a receipt for the tire replacement from Charlie's Tire & Service Center, Inc. in the amount of \$143.44.

Under R.I.G.L. § 24-5-13 (b), a person may collect up to \$300 for damage caused by a pothole. I recommend approval of the claim in the amount requested, \$143.44

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

Sincerely,

John J. DeSimone, Esq.
City Solicitor

JJD/ps
Attachments

8-31-2018

To whom this my concern: (Priscilla Steenbergen)


My rear back tire was damaged as the result of a metal water MAIN cover (smaller/but similar) to manhole cover. The tire immediately went FLAT causing me to veer off road. I had to replace tire. please find details below:

DATE OF INCIDENT - July 27th, 2018
Time - 7:15 PM ET
LOCATION - Mendon Road
Woonsocket, RI

Contact information:

Michael Milardo
82 Laurel Lane
Bellingham, MA 02019

cell: 508 904-7644
email: milard26@gmail.com

Thank you,

Michael Milardo

PLEASE PRINT CLEARLY APPLICABLE INFORMATION

CITY OF WOONSOCKET
PROPERTY DAMAGE CLAIM FORM

1. Name: Michael Milardo
2. Address: 82 Laurel Lane Bellingham, MA 02019
3. Telephone: Day: _____ Evening: _____ Cell: (508) 904-7644

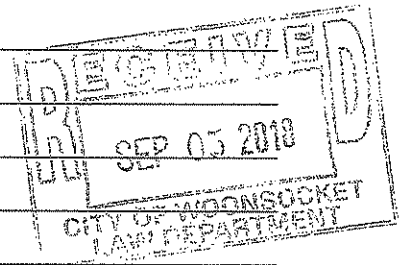
4. Check the type of claim:

Automobile Accident: Pothole Damage: Other: Rear tire damaged by water cover (metal)

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: July 27th Time: 7:15 PM ET Location: Mendon Road Woonsocket, RT

* See Attached (3)



6. What is the total amount of your claim against the City: \$ 143.49

7. Vehicle Year: 2012 Make: Honda Model: Accord

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. \$ 143.49 Vendor: Charlie's Tire & Service Center 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? N/A

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

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

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

d. What is your deductible? \$ 1500.-

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

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

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

Agency/Dept: CITY OF WOONSOCKET RE Legal / Law Dept Date: 8-23 Employee: Priscilla Steenberg

Agency/Dept: _____ Date: _____ Employee: _____

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

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

Claimant: Michael Milardo Date: 8-31-2018
(Signature)

Michael Milardo
(Printed Name)

FOR OFFICE USE ONLY	
Date Received:	_____
Letter to City Council:	_____
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Release Signed:	_____
Check Issued:	_____

Counter Sale #: 0073729
Print Date : 07/28/2018

FOR ALL YOUR TIRE & MECHANICAL NEEDS!

CHARLIE'S Tire & Service Center, Inc.
825 South Main Street
Bellingham, MA. 02019

SOLD
TO

33-6804

0

Lic # : -

Unit # :

CHARLIE'S TIRE AND SERVICE
825 South Main Street
Bellingham, MA 02019
508 883-1211

Part Description	Sale	Line Total
KELLY EDGE A/S 94V Size: P225/50R17 94V	135.00	135.00
Parts and Fees Subtotal :		135.00

07/28/2018 09:22:49
Merchant ID: *****4095
Device ID: 6665
Terminal ID: PPX1

Credit Sale:

Transaction #: 14
Card Type: AMEX
Account: *****1009
Entry: Chip

Amount: \$143.44

STAN: 014
Auth. Code: 847875
Response: AUTH/TKT
TRANS ID: 000100002764085

Mode: Issuer
AID: 40100000125010801
TVR: 0000008000
IAD: 06400103602002
TSI: F800
ARC: 00

CUSTOMER COPY

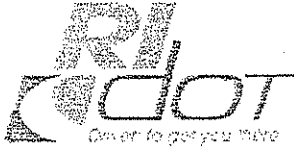
THANK YOU

Payment Method: [Payments - American Express - \$143.44]

Labor : \$ 0.00	Parts Total : 135.00	Tax : \$ 8.44	Total:	\$ 143.4
			Less Payments:	143.4
			Remaining Due:	\$0.0

www.charliestires.com

Authorized By..... Date..... Time.....



Department of Transportation
Highway & Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

August 9, 2018

Mr. Michael Milardo
82 Laurel Lane
Bellingham, MA 02019

SUBJECT: Water Main Cover – Mendon Road

Dear Mr. Milardo:

The Department of Transportation has reviewed your claim (enclosed) for damage.

Upon investigation, it has been determined that the incident reported occurred in an area which is owned and maintained by the water company. Your claim for damages should be forwarded to:

City of Woonsocket Water Division
1500 Manville Road
PO Box B
Woonsocket, RI

As such, we are closing our file on this matter.

Sincerely,

Arlene Nelson
Claims Coordinator

cc: Joseph A. Bucci, P.E, file

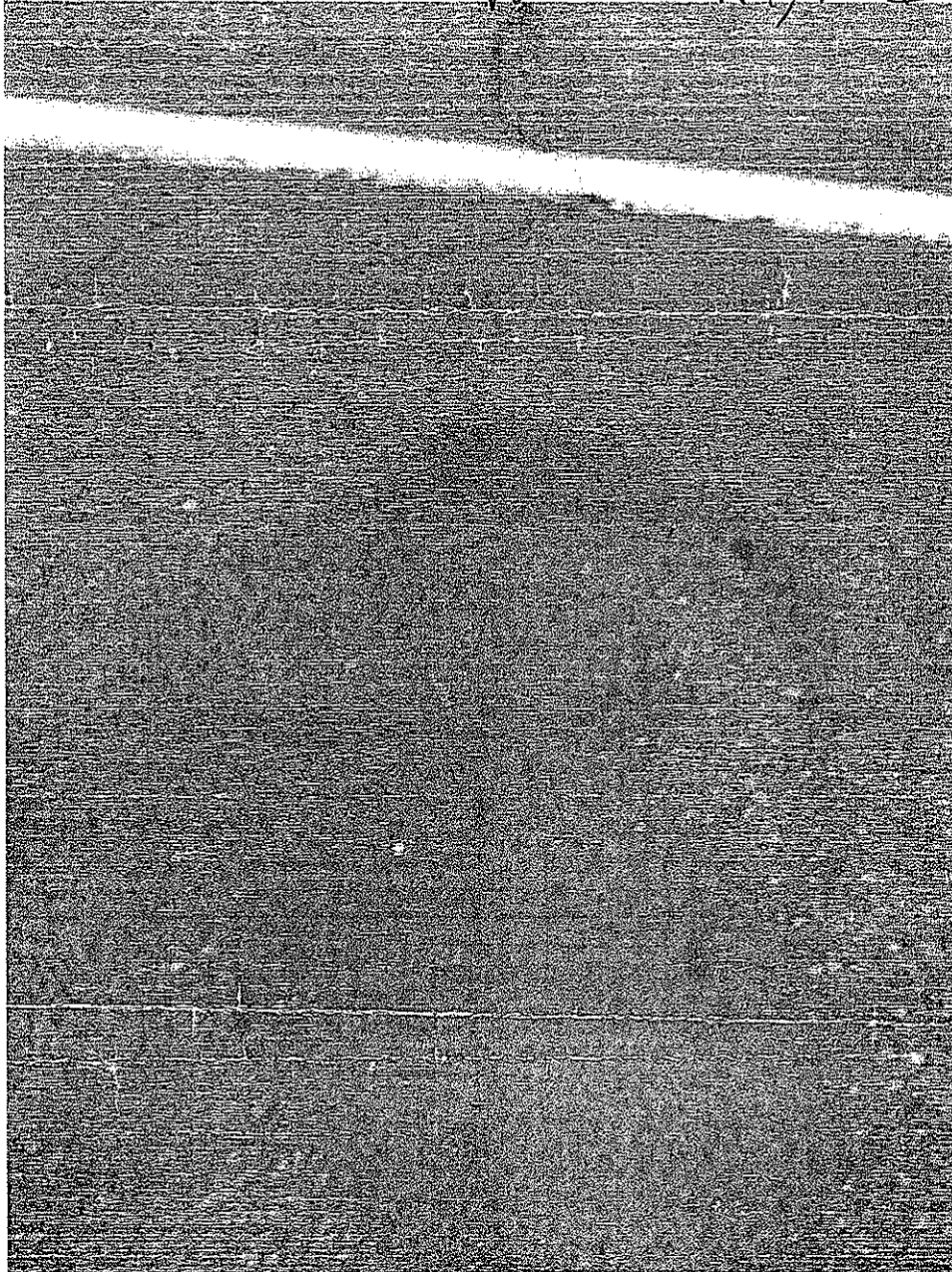
7-27-07
Mendon Road
Woodscket, RT



7-27-2017

I went and put cover back
on afterwards

Mendon Road
WOODSOCKET, RI



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

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895
SECOND HAND DEALER -- AUTO

DATE: AUG. 7, 2018

ADVERTISING FEE: \$ 100.00

LICENSE FEE: \$100.00

JAG Salvage L.L.C. 9 Privilege St. Woonsocket, R.I.

02895

of _____ request

to hold a **SECOND HAND DEALER LICENSE** to expire on **MAY 1, 2019**

✓ Phone Number: 401-766-0000

✓ Mail License to: JAG Salvage L.L.C.
9 Privilege St.
Woonsocket, R.I. 02895

☐ LIST ITEMS TO BE SOLD IN STORE: _____

✓ Don M. Searca
Signature of Applicant

NOTE: Applicant must appear before
City Council on the following date(s)

✓ Don M. Searca

Date: Sept. 17, 2018

✓ _____
Print Name

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

In City Council

In City Council
Sept 17, 2018

Read and ordered advertised.
Sept 30, 2018

Petition

Date Paid: 8/23/18 CASH

Date Issued: _____

THE CALL
75 MAIN STREET
WOONSOCKET RI 02895

ORDER CONFIRMATION

Salesperson: CLASS LEGAL

Printed at 08/29/18 11:05 by cpell

Acct #: 2047

Ad #: 371705

Status: N

CITY OF WOONSOCKET CITY COUNCIL
169 MAIN STREET
WOONSOCKET RI 02895

Start: 09/10/2018 Stop: 09/10/2018
Times Ord: 1 Times Run: ***
LEG 1.00 X 41.00 Words: 73
Total LEG 41.00
Class: 100 LEGAL
Rate: CLE Cost: 65.24
Affidavits: 1

Contact: JUDY LABONTE
Phone: (401)767-9249ext
Fax#: (401)765-0022
Email: jbannister@woonsocketri.org
Agency:

Ad Descript: CITY COUNCIL WOONSOCKET,
Given by: *
Created: cpell 08/29/18 11:02
Last Changed: cpe]

COMMENTS:

JAG Salvage, LLC, 9 Privilege Street.

PUB ZONE ED TP START INS STOP SMTWTFS
CALL A 95 S 09/10

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

**City Council
Woonsocket, RI**

Application for a Second Hand Auto Dealer license has been made at the office of the City Clerk as follows:
**JAG Salvage, LLC,
9 Privilege Street.**

City Council will hold a public hearing on this application in Harris Hall, 169 Main St, on Monday, Sept. 17, 2018 at 7:00 p.m.

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

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

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

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895
SECOND HAND DEALER -- MERCHANDISE

DATE: AUG. 7, 2018

ADVERTISING FEE: \$ 100.00

LICENSE FEE: \$100.00

JAG Salvage L.L.C, 9 Privilege St. Woonsocket, R.I.
02895

of _____ request

to hold a **SECOND HAND DEALER LICENSE** to expire on **MAY 1, 2019**

✓ Phone Number: 401-766-0000

✓ Mail License to: JAG Salvage L.L.C.
9 Privilege St.
Woonsocket, R.I. 02895

☐ LIST ITEMS TO BE SOLD IN STORE: Automotive Parts

✓ Don M. Senca
Signature of Applicant

NOTE: Applicant must appear before
City Council on the following date(s)

✓ Don M. Senca

Date: Sept. 17, 2018

✓ _____
Print Name

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

In City Council

In City Council

Sept. 17, 2018

Read and ordered advertised.

Petition

Sept 3, 2018

Date Paid: 8/25/18 CASH

Date Issued: _____

THE CALL
75 MAIN STREET
WOONSOCKET RI 02895

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 08/29/18 11:19 by cpell

Acct #: 2047

Ad #: 371710

Status: N

**CITY COUNCIL
WOONSOCKET, RI**

Application for a Second Hand Dealer license has been made at the office of the City Clerk as follows:

**JAG Salvage, LLC,
9 Privilege Street,
Woonsocket, RI.**

City Council will hold a public hearing on this application in Harris Hall, 169 Main Street on Monday, Sept. 17, 2018 at 7:00 p.m.

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

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

*****TRANSFER APPLICATION*****

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895
SECOND HAND DEALER TRANSFER APPLICATION

DATE: 8/17/18

ADVERTISING FEE: \$100.00
TRANSFER FEE: \$2.00

RENE'S USED FURNITURE of 56 ARNOLD ST
Establishment Location

TRANSFER TO: BALBINO NAVARRO

Phone Number: 401-744-7738

Mail License to: 56 ARNOLD ST

DATE OF TRANSFER: 9/18/18

CHANGE: From: RENE'S USED FURNITURE
To: J & B CONSIGNMENT

Rene R Belanger
Signature Previous Owner

Balbin Navarro
Signature New Owner

RENE R BELANGER
Print Name

BALBINO NAVARRO
Print Name

168 THIRD AVE
Address of New Owner

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

Date Paid: 8/28/18 CASH
JFB

Date Issued: _____

Sent a copy to Tax Division _____

THE CALL
75 MAIN STREET
WOONSOCKET RI 02895

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 08/24/18 15:13 by cpell

Acct #: 2047

Ad #: 371419

Status: N

**City Council
Woonsocket, RI**

APPLICATION FOR
TRANSFER OF SECOND
HAND DEALER from
Rene Belanger
(Rene's Used Furniture)
to **Balbino Navarro**
(J&B Consignment),
56 Arnold Street. The
City Council will be
in session in Harris
Hall, 169 Main St on
Monday, September 17,
2018 at 7:00 p.m. at
which time and place
remonstrates will be
heard.

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

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

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F WITH ENTERTAINMENT

St. John the Baptist ROC, 42 South Main Street (Live Band – 11/3/18)

CLASS F1 WITH ENTERTAINMENT

Woonsocket Rotary Club (Autumn Fest) World War II Veterans Memorial Park, (Live Band – 10/4, 10/5, 10/6, 10/7, 10/8, 2018)

RENEWALS

QUARTERLY ENTERTAINMENT

Cercle Laurier, 165 East School Street (LIVE BAND, DJ, KARAOKE)

James Court Street Pub, Inc., 111 Main Street (LIVE BAND, DJ, KARAOKE)

Rick's Bar & Grill, Inc., 297 Cass Avenue (LIVE BAND, DJ, KARAOKE)

SECOND HAND DEALER MERCHANDISE

AMCO, Inc., 131 Mason Street (November 1st thru March 31st)

Privilege Street Auto, 55 Privilege Street

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

September 12, 2018

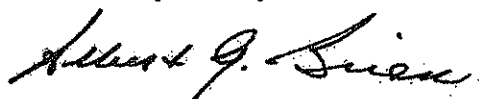
Ms. Christina Harmon-Duarte
City Clerk
City of Woonsocket
City Hall – 169 Main Street
P.O. Box B
Woonsocket, Rhode Island 02895

Re: September 17, 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 September 17, 2018 City Council meeting regarding: Northeast reval.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Albert G. Brien".

Albert G. Brien

/agb



CITY OF WOONSOCKET RHODE ISLAND

MAKE WOONSOCKET GREAT AGAIN

LEGISLATIVE DEPARTMENT

CELL (401) 309-9288

CITY COUNCILMAN

88 COE STREET

RICHARD J. FAGNANT

WOONSOCKET, RI. 02895

EMAIL: fagnantcouncilman2016@cox.net

September 11, 2018

CITY CLERK MS. CHRISTINA HARMON-DUARTE

RE: September 17, 2018 CITY COUNCIL MEETING

DEAR MADAME CLERK;

I RESPECTFULLY REQUEST THAT THE FOLLOWING ITEMS BE LISTED ON THE AGENDA OF THE BELOW REFERENCED CITY COUNCIL MEETING ON SEPTEMBER 17, 2018 UNDER SECTION 10, COMMUNICATIONS AND PETITIONS AND I WOULD LIKE TO ADVISE THAT I WOULD LIKE TO ADDRESS AND DISCUSS THE FOLLOWING:

1. DISCUSSION ON COUNCILMAN COURNOYER'S CONDUCT AT A MEETING/WORK SESSION INREGARDS TO THE RISE MAYORIAL ACADEMY MEETING AND VOTE TAKEN. THE MAJOR ISSUE WAS WHAT TOOK PLACE AFTER THE MEETING ENDED AND WILL COUNCIL PRESIDENT ADMONISH COUNCILMAN JAMES COURNOYER FOR HIS RUDENESS AND INAPPROPRIATELY USING THE "F" BOMB TOWARDS WOMEN THAT WERE ASKING HIM QUESTIONS.
2. DISCUSSION ON ORDINANCE 18 O 45 CULTIVATION OF MARIJUNNA
3. DISCUSSION ON LANDMARK MEDICAL/PRIME ISSUE OF NOT PAYING TAXES AS A NO-PROFIT
4. RESOLUTION 18 R 44 Tabled on April 16, 2018 LAW SUIT OPIODS
5. DISCUSSION ON OFFER TO PURCHASE GASTON A. AYOTTE LITTLE LEAGUE FIELD, AT PROVIDENCE STREET
6. DISCUSSION ON A PILOT AGREEMENT WITH HAVEN OF GRACE
7. DISCUSSION ON THE PURCHASE OF FIFTH AVENUE SCHOOL

RESPECTFULLY

RICHARD J. FAGNANT WOONSOCKET CITY COUNCILMAN

James Cournoyer
183 Glen Road
Woonsocket, RI 02895

September 12, 2018

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

Delivered via email to cduarte@woonsocketri.org

RE: September 17, 2018 City Council Agenda Items

Dear Madam Clerk:

Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the September 17, 2018 meeting, please be advised that I would like to address and discuss the following:

- 1 – Status of the Teachers' contract
- 2 – CDBG Funding; 2017/2018 and 2018/2019 CDBG Annual Action Plan

Thank you.

James Cournoyer

Jacobs

Jacobs Engineering Group

11 Cumberland Hill Rd

Woonsocket RI 02895

Tel 401.356.1468

Fax 401.356.1478

September 5, 2018

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

Subject: August 2018 Odor Report

Dear Councilors,

There were five (5) complaints filed with the Woonsocket Regional Wastewater Commission during the month of August 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
August Odor Complaint Report



Odor Complaint Monthly Completed Work Order Summary-WOO

Sent 9/5/2018 4:48 AM

Report Criteria

- Complete is between '8/1/2018' AND '8/31/2018'
- Repair Center is Woonsocket
- Problem is *Excessive Odor-MEI, Odor Complaint or Odor Complaints

UDF Field 6: 8/6/2018

Date/Time of Complaint: 8/6/2018 12:15:00 AM
 Work Order #: WOO-1352000
 Customer Name: Carol Frisk
 Day: Monday
 Address: 1216 Logee St.
 Reason: Smells like feces and slench
 Labor Report: Jacobs - Small amount of water in #1 primary, which is offline for replacement? Talked to Synagro, checked all areas.
 Wind Direction: W
 Wind Speed: 0 mph, gusts 2
 Temperature: 74 deg F

UDF Field 6: 8/16/2018

Date/Time of Complaint: 8/16/2018 8:58:00 PM
 Work Order #: WOO-1356940
 Customer Name: Melissa Murray
 Day: Thursday
 Address: 268 Prospect St.
 Reason: Online complaint received - Smells like dirty diapers, smell it intermittently when getting Chinese takeout across the street
 Labor Report: Unable to investigate at the time of the complaint. Complaint was received via e-mail the following morning. We still don't receive the notifications to our phones as designed. City IT is working on the issue.
 Wind Direction:
 Wind Speed:
 Temperature:

UDF Field 6: 8/19/2018

Date/Time of Complaint: 8/19/2018 5:01:00 AM
 Work Order #: WOO-1357416
 Customer Name: Carol Frisk
 Day: Sunday
 Address: 1216 Logee St.
 Reason: Putrid slench every night at this time.
 Labor Report: Jacobs - Checked all odor control systems, no issues.
 Synagro -
 Wind Direction: NE
 Wind Speed: 9 mph, gusts 20
 Temperature: 65 deg F

UDF Field 6: 8/27/2018

Date/Time of Complaint: 8/27/2018 7:42:00 PM
Work Order #: WOO-1365085
Customer Name: anonymous
Day: Monday
Address: 36 Read Ave
Reason: Smell is ferocious. Please help with smell
Labor Report: Jacobs - Faint smell from cake bay, everything else checks out.
Synagro - The offloading scrubber hypochlorite pump failed and was replaced within an hour.
Wind Direction: W
Wind Speed: 2 mph, gusts 10
Temperature: 78 deg F

Date/Time of Complaint: 8/27/2018 7:49:00 PM
Work Order #: WOO-1365087
Customer Name: Linda Laliberte
Day: Monday
Address: Landmark Hospital
Reason: Went to Landmark Hospital, all you could smell is that awful smell in the hospital waiting room
Labor Report: Jacobs - Faint smell from cake bay, everything else checks out.
Synagro - The offloading scrubber hypochlorite pump failed and was replaced within an hour.
Wind Direction: West
Wind Speed: 2 mph, gusts 10
Temperature: 78 deg F



City of Woonsocket
Rhode Island



September 4, A.D. 2018

Ordinance
Chapter

**GRANTING A PETITION FOR A NEW JOINT POLE
FOR NATIONAL GRID AND VERIZON
ON SINGLETON STREET**

WHEREAS, National Grid and Verizon have requested permission to install a new joint pole, along with the connection and maintenance any wires fixtures within the City's Right of Way; and

WHEREAS, the connection(s) would require an acceptance and granting of installation of a pole and wires within the City's Right of Way; and

WHEREAS, the new joint Pole #4 is located on Singleton Street approximately 30' east of existing Pole 3.

**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 National Grid and Verizon permission to locate and install a new joint Pole #4 approximately 30' east of existing Pole 3 on Singleton Street within the City's Right of Way.

Section 2. National Grid and Verizon are granted permission to install pole, connect and maintain any wire and fixtures, as needed, in accordance with plans submitted, and;

Section 3. That the Engineering Division has reviewed the plan(s) and found them to be acceptable.

Section 4. This Ordinance shall take effect upon passage by the City Council, as provided in Chapter III, Section 10 of the Woonsocket Home Rule Charter and all ordinances inconsistent herewith are hereby repealed.

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

nationalgrid

July 26, 2018

Woonsocket City Hall
Department of Public Works
169 Main Street
Woonsocket, RI 02895

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole locations

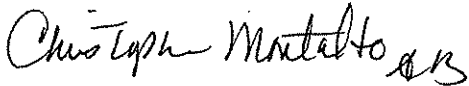
If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI 02907

If you have any questions regarding this permit please contact:

Angela Birch 401-784-7726

Very truly yours,



Christopher Montalto, Engineering
Supervisor, Distribution Design

Enclosures

Return Used

nationalgrid

PETITION OF THE NATIONAL GRID FOR JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE TOWN COUNCIL

OF WOONSOCKET RHODE ISLAND
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

SINGLETON STREET PROPOSE NEW JOINT OWNED POLE LOCATION

Therefore your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked: **24323702**

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID

BY: Christyn Mitalto

THE VERIZON NEW ENGLAND, INC.

BY Doug Cassin
ORDER

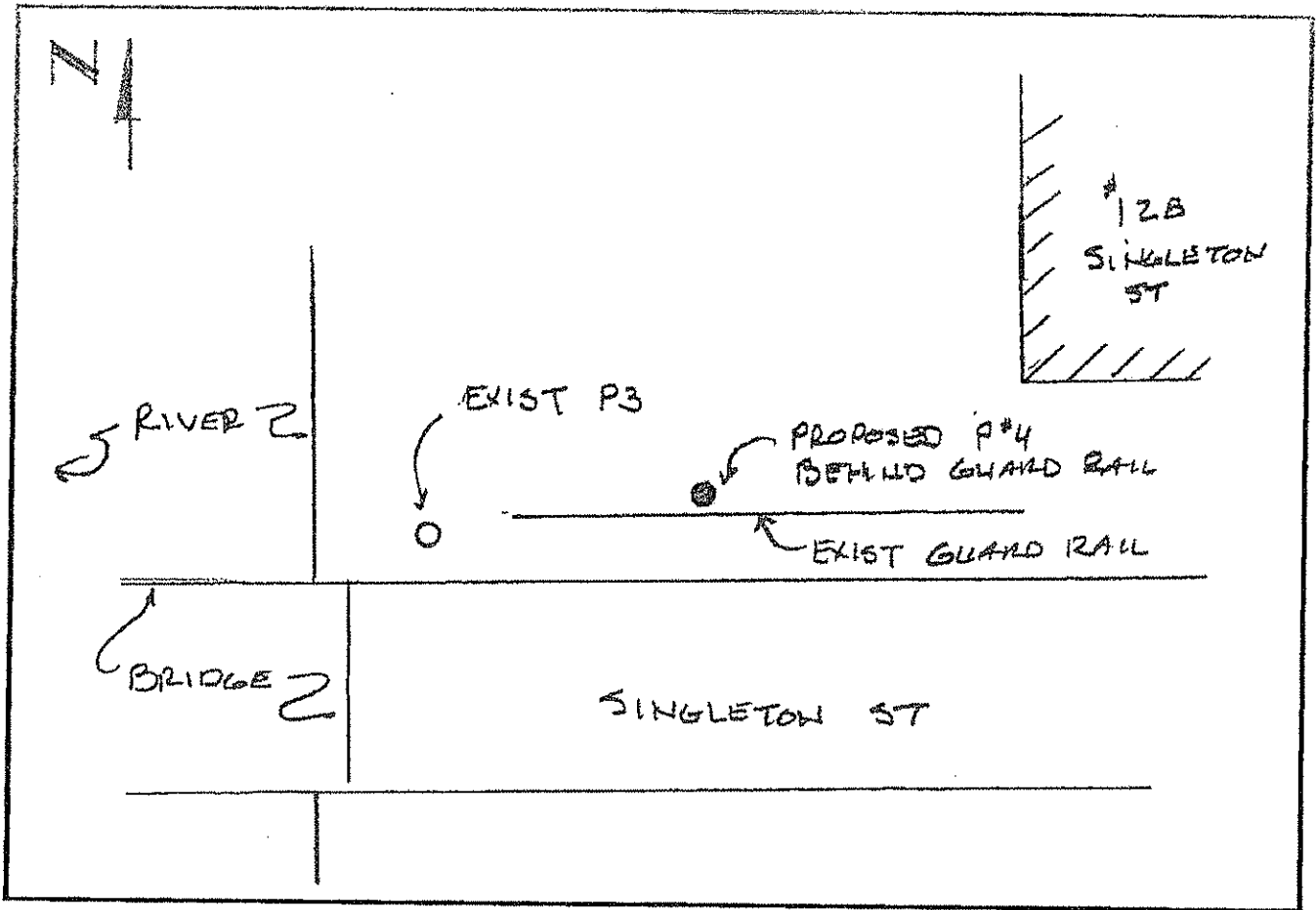
The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----
work to be done subject to the supervision of

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page# _____

CLERK



THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: 07/26/2018

TO THE: CITY OF: WOONSOCKET FOR: _____

POLE LOCATION ON: SINGLETON ST

DATE OF PLAN: _____ PLAN# 24323702

DESCRIPTION OF WORK: INSTALL NEW P#4 SINGLETON ST

DATE OF EXISTING GRANT: _____ MAP# _____

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location

Return Verizon

Verizon New England Inc.
Attn: Daryl Crossman - ROW
385 Myles Standish Blvd
Taunton, MA 02780

nationalgrid

PETITION OF THE NATIONAL GRID FOR
JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE TOWN COUNCIL

OF WOONSOCKET RHODE ISLAND
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

SINGLETON STREET PROPOSE NEW JOINT OWNED POLE LOCATION

Therefore your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked: **24323702**

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID

BY: *Christopher Modaltis*

THE VERIZON NEW ENGLAND, INC.

BY: *Daryl Crossman*
ORDER

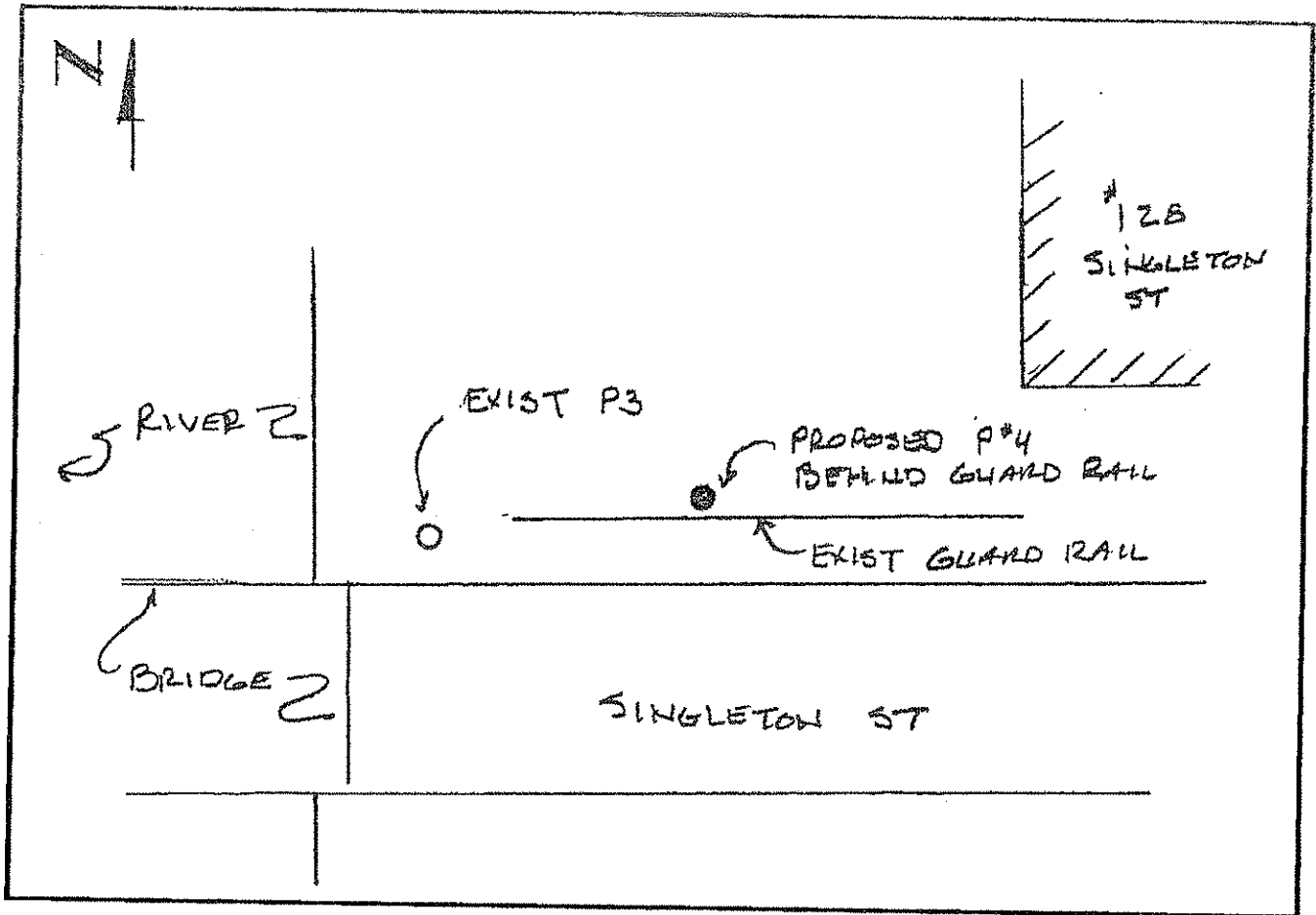
The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----
work to be done subject to the supervision of

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page# _____

CLERK



THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: 07/26/2018

TO THE: CITY OF: WOONSOCKET FOR: _____

POLE LOCATION ON: SINGLETON ST

DATE OF PLAN: _____ PLAN# 24323702

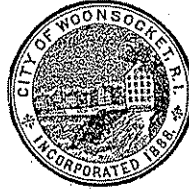
DESCRIPTION OF WORK: INSTALL NEW P#4 SINGLETON ST

DATE OF EXISTING GRANT: _____ MAP# _____

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location

City of Woonsocket
Rhode Island



September 4, A.D. 2018

Ordinance
Chapter

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

- WHEREAS,** the residents of Nursery Avenue have requested assistance with the intersection of Nursery Avenue and Campeau street after the repaving of Nursery Avenue; and
- WHEREAS,** the Director of Public Safety has identified that the use of a four-way stop will fall in line with other intersections in the area and increase traffic safety; and
- WHEREAS,** the Director of Public Safety has established the following addition to Chapter 17 in the Code of Ordinances to be in the best interest of the City and its residents.

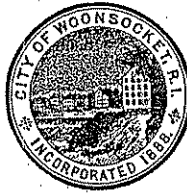
**IT IS ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET AS FOLLOWS:**

- SECTION 1.** That Section 17-24.1, entitled "Stop streets designated – four-way" is hereby amended by adding the following:
- Intersection of Nursery Avenue and Campeau Street.
- SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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

IN CITY COUNCIL September 4, 2018 - Read by title and passed for the first time

City of Woonsocket
Rhode Island



September 4, A.D. 2018

Ordinance
Chapter

GRANTING EASEMENT TO THE NARRAGANSETT ELECTRIC COMPANY

- WHEREAS,** the City of Woonsocket is the owner of property on the eastern side of Jillson Avenue in the City of Woonsocket, also known as Woonsocket Tax Assessor's Map 130, Lot 275; and
- WHEREAS,** Narragansett Electric Company has requested an easement in and over the City's property for the purpose of constructing, operating, and maintaining an overhead distribution system for the distribution of electric power to the new water treatment plant being constructed at 300 Jillson Avenue; and
- WHEREAS,** the City of Woonsocket is disposed to the granting of such easement as requested by Narragansett Electric Company.

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

- SECTION 1.** The City of Woonsocket hereby grants to the Narragansett Electric Company the easement described in the attached exhibit.
- 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 Gendron
City Council
By Request of the Administration

IN CITY COUNCIL September 4, 2018 - Read by title and passed for the first time.

GRANT OF EASEMENT

CITY OF WOONSOCKET, a Rhode Island municipal corporation with a principal business at 169 Main Street, Woonsocket, RI 02895 ("Grantor") for consideration paid, grants to **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation having a principal place of business at 280 Melrose Street, Providence, Rhode Island 02907, ("Grantee"), its successors and assigns, with Quitclaim Covenants, a perpetual right and easement as described in Section 1 below ("Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below ("Grantor's Land").

Section 1 – Description of Easement

The "Easement" granted by the Grantor to the Grantee consists of the perpetual right and easement:

- a) To install, construct, reconstruct, repair, replace, add to, maintain and operate an overhead and underground distribution system ("Distribution System") for the distribution of electric current to include three (3) poles and a padmounted transformer, together with all the necessary wires, cables, conduits, transformers, handholes, pedestals, switches, anchors, guys, equipment, fixtures and appurtenances installed therein and attached thereto, in, under, through, over, across and upon the Grantor's land, as may from time to time be required for the purpose of supplying electric service to the Grantor's Land and land of others adjoining the Grantor's Land;
- b) To clear and keep cleared from time to time the portions of the Grantor's Land wherein the Distribution System is located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces as may in the opinion and judgment of the Grantee, its successors and assigns, interfere with the safe and proper operation of the Distribution System;
- c) To make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System. But the Grantee shall properly backfill any excavation and restore the surface of the Grantor's Land in as good condition as before the excavation was made; and
- d) To pass over and across the Grantor's Land as reasonable and necessary for all the purposes described in this Section.

Section 2 – Description of Grantor's Land

The "Grantor's Land" consists of land situated on the easterly side of Jillson Avenue in the City of Woonsocket, County of Providence, State of Rhode Island, designated as Lot 275, Woonsocket Tax Assessor's Map 30, being that certain tract or parcel of land conveyed to the Grantor by deed from Roland and Suzanne Michaud duly recorded with the Records of Land Evidence in Woonsocket on December 21, 2012, in Book 2007, Page 43.

WR#25566682

Address of Grantee:
Narragansett El., 280 Melrose Street, Providence, RI 02907

After recording return to:
Elizabeth Fresolone
National Grid
Service Company, Inc.
280 Melrose Street
Providence, RI 02907

49WOONRI GEN

Property Address: AP 30 Lot 275, Jillson Avenue, Woonsocket, R.I.

Section 3 – Location of the Distribution System

The "Distribution System" shall extend overhead from pole #14-2, which is located on Lot 8 of Tax Assessor's Map 30, which lot is now or formerly of the City of Woonsocket, to proposed poles #P14-3, P14-32, and P14-4, which are to be located on the Grantor's Land, then extends from said Pole # P14-4 in a southerly direction to the proposed padmounted transformer, which is also to be located within certain portions of the Grantor's Land, with an easement area around the padmounted transformer measuring fifteen (15) feet wide by fifteen (15) feet deep, all as approximately shown on a sketch attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and the Grantee herein. Final definitive locations of said "Distribution System" shall become established by the installation and erection thereof by the Grantee. Said Distribution System shall be located in a location on the Grantor's Land mutually satisfactory to the Grantor and to the Grantee and such location shall become established by and upon the installation thereof by the Grantee. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Distribution System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

Section 4 – Distribution System Ownership

It is agreed that the Distribution System shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns shall pay all taxes assessed thereon.

IN WITNESS WHEREOF, CITY OF WOONSOCKET has caused these presents to be signed by its proper officer for that purpose duly authorized this _____ day of _____, 2018.

In the presence of:

CITY OF WOONSOCKET

By: Lisa Baldelli-Hunt
Its: Mayor

STATE OF _____
COUNTY OF _____

In _____ in said County on the _____ day of _____, 2018, before me personally appeared the above named Lisa Baldelli-Hunt, Mayor of the CITY OF WOONSOCKET, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument, by her executed, to be the free act and deed of Lisa Baldelli-Hunt, individually and in said capacity.

Notary Public
Printed Name: _____
My Commission expires: _____

City of Woonsocket Rhode Island



September 4, A.D. 2018

Ordinance Chapter

AUTHORIZING THE SALE OF BUILDING AND REAL PROPERTY LOCATED AT 357 PARK PLACE, WOONSOCKET, RHODE ISLAND, ASSESSOR'S PLAT 27, LOT 113, TO WOONSOCKET PARK PLACE LLC

- WHEREAS,** the City of Woonsocket (the "City") is the owner of property and building located at 357 Park Place, Woonsocket Assessor's Plat 27, Lot 113; and
- WHEREAS,** the Property was the former site of a middle school that has been vacant for many years; and
- WHEREAS,** the City Council has previously approved a Terms and Conditions Agreement (17 R 93); and
- WHEREAS,** the Administration negotiated an acceptable Purchase & Sales Agreement between the City and Woonsocket Park Place LLC (Exhibit A).

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

- SECTION 1.** The City Council approves and authorizes the execution of the Purchase and Sales Agreement (Exhibit A) to sell the property located at 357 Park Place, Woonsocket, Rhode Island to Woonsocket Park Place LLC.
- 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 Seventy-Thousand Dollars (\$470,000.00) and to execute any and all documents to perform same including a deed in the best interest of the City.
- 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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "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 of 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:*** Purchaser has already tendered and Seller has received, the necessary Fifteen Thousand Dollar (\$15,000.00) Deposit. 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 and the Purchaser acknowledge receipt of the \$15,000.00 Deposit from Purchaser. 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. The date upon which the Purchaser signs the fully executed original shall be the "Effective Date". If Purchaser fails to execute this Agreement as 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

Handwritten signature or initials, possibly "Q H", in black ink.

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 as set forth herein) unless extended (i) as provided herein or (ii) in writing by the mutual agreement of the parties. The normal and ordinary closing costs and 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. Quitclaim 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 a timely basis.

6. Title Examination:

(a) Title Commitment and Examination of Title. Purchaser shall have until ninety (90) calendar days following the 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

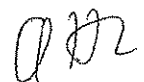
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therein, including but not limited to: covenants, conditions, restrictions, reservations, easements, rights and rights or way of record, liens, encumbrances, and other matters of record; and (ii) order a survey (the "Survey") at Purchaser's expense. 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 Effective Date, Purchaser shall within and inclusive of forty-five (45) days from 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.

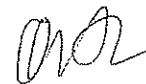
8. Permits, Plans and Approvals: Purchaser is to have until the expiration of one hundred twenty (120) calendar days from the Effective Date as referenced herein or as the same may be extended hereunder, to receive, at Purchaser's sole cost and expense, all authorizations and permits, including, without 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 one hundred twenty (120) days, Purchaser shall have the option to extend the time to secure the Approvals for one (1) additional period of sixty (60) calendar days by (i) furnishing written notice of such election to Seller on or before the expiration of the initial one hundred twenty (120) days, 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 applied to the purchase price at Closing or returned to Purchaser as referenced herein.

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 one hundred twenty (120) days 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 fifty percent (50%) of the Deposit money paid to Seller pursuant to this Agreement in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00). In this instance the Extension Fee, if any paid, shall be returned to Purchaser in full.

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 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 at Closing a customary Seller's affidavit and such other documents as may be reasonably requested by Purchaser 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 Closing agent, Seller's tax identification number and any other reasonable information requested by 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 Closing 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 at Closing 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

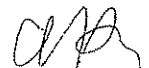


division of responsibility to pay (in the proportions mutually agreed upon) prior to delinquency all taxes and assessments levied against the entire tax parcel.

(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 the final billings for all utility services to the Property, and Closing Agent shall pay the final billings from Seller's proceeds of the sale.

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. 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/or Closing 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.

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 Seller, provided however, any damage caused by the negligence of the buyer shall be the buyer's sole responsibility.

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 Deposit and any extension fees (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 or within the one hundred twenty (120) days and/or extension period referenced herein, 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 and receive the Deposit and extension fees, if any.

On the one hundred twenty (120) days and the extension period, if any, 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



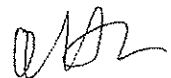
With a copy to:

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 the other party, whereupon Seller shall be entitled to receive fifty percent (50%) of the Deposit as Seller's sole and exclusive remedy for such default, the fifty percent (50%) of the Deposit 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 fifty percent (50%) Deposit 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 fails 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'

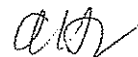


fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(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

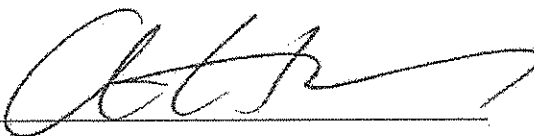
SIGNATURES TO COMMENCE ON THE FOLLOWING PAGE



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: V. President

DATE: 8/29/2018



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

SELLER:

City of Woonsocket

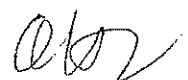
By: _____

Its: _____

DATE: _____

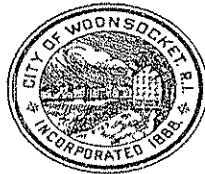
ALW

EXHIBIT A

Handwritten signature or initials in black ink, appearing to be 'e102'.

www.ksars.com

City of Woonsocket Rhode Island



August 30th, A.D. 2018

Ordinance Chapter

IN AMENDMENT OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET, RHODE ISLAND APPENDIX C, ENTITLED "ZONING" REGULATING OFFICE CO-OPS

- WHEREAS,** The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and
- WHEREAS,** Office co-ops are extremely popular in many cities and towns as a way to attract more sole proprietorships, partnerships, and corporations to lease office space at a more affordable lease rate with shared expenses to reduce costs; and
- WHEREAS,** The City of Woonsocket desires to reduce the amount of vacant office space, especially in the downtown and Main Street area, by attracting these professionals with this type of office space and help property owners increase their revenue by including this type of use in the municipal zoning code.

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

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

§ 4.6. Commercial Uses is amended by adding thereto the following:

Zoning District	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
1. 1. Office Co-ops	NP	NP	NP	NP	P	P	P	P	NP	NP	NP	NP

Amend 18.1 Definitions:

Add:

71.) Office Co-ops. A shared office work space where professionals and small businesses can rent rooms or areas of rooms with shared common areas such as kitchens or break rooms, conference rooms, etc.

Re-number definitions hereafter.

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

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

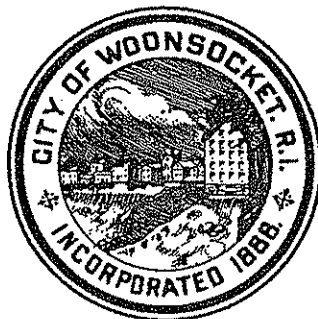
- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is under consideration;
- (3) Contain a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (4) Include one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (5) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and
- (6) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

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

SECTION 5. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Melissa Murray
City Council

**City of Woonsocket
Rhode Island**



September 17, A.D. 2018

**Ordinance
Chapter**

**IN AMENDMENT OF THE CODE OF ORDINANCES, CITY OF
WOONSOCKET, RHODE ISLAND APPENDIX C, ENTITLED "ZONING"
REGULATING HOTELS, MOTELS, & BED AND BREAKFAST INNS**

- WHEREAS,** The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and
- WHEREAS,** Hotels, motels, and bed and breakfast inns are rising in demand throughout the country and the additional hotel options for visitors would be beneficial to taxpayers, local businesses, and the City as a whole; and
- WHEREAS,** The City Council supports amending the zoning code to allow the additional hotel options in mixed use zones for incoming visitors to help boost tourism and add additional tax dollars to the City of Woonsocket.

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

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

§ 4.4. Residential Uses is amended by adding thereto the following:

Zoning District	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
11. Bed and breakfast inns	N P	P	P	P	P	NP	NP	NP	NP	NP	NP	NP
12. Hotel or motel	N P	NP	NP	NP	<u>P</u>	P	P	P	NP	NP	NP	NP

Amend 18.1 Definitions:

14.) Bed and breakfast inn. A residential or mixed use property that contains no less than three (3) and not more than ten (10) guest rooms for short-term lodging (not to exceed ninety (90) days), with meals, for compensation.

49.) Hotel. A building used as a place where sleeping accommodations are provided for compensation, with or without meals, for ~~twenty-one (21)~~ twelve (12) or more guests, which may include such accessory uses as restaurants, meeting rooms and recreational facilities located within the same structure. Hotels shall comply with the parking requirements outlined in Section 5.1-3.7 of this Ordinance as well as the parking requirements of any accessory uses listed above.

72.) Motel. A building or group of buildings containing sleeping units for ~~twenty-one (21)~~ twelve (12) or more guests, each of which maintain a separate outside entrance. Such building or group of buildings is designed, intended or used primarily for the accommodation of motor vehicle travelers and provides motor vehicle parking conveniently located on the premises.

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

SECTION 3. The City Council shall schedule a public hearing to consider this ordinance within sixty-five (65) days of receipt, and shall give notice of said hearing by publication in the *Woonsocket CALL* at least once each week for three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice shall

be published as a display advertisement, using a type size at least as large as the normal type size used by the newspaper in its news articles, and shall:

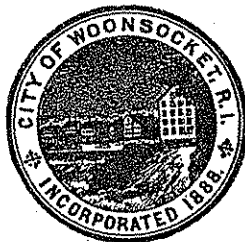
- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is under consideration;
- (3) Contain a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (4) Include one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (5) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and
- (6) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

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

SECTION 5. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Melissa Murray
City Council

City of Woonsocket Rhode Island



September 17, 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
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/State
62	- Double taxation on vehicle
63	- Over assessed on vehicle/registry error
64	- Incorrect year/model/make of vehicle
65	- Vehicle destroyed in accident
66	- Should have been tax lien
67	- Business relocated out of City prior to assessment date
68	- Double taxation on Business/over overassessed on business
69	- Out of Business – prior to assessment date/business sold to new owner & recertified
70	- Company erroneously included manufacturing equip/inv in their report of valuation
71	- Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72	- Removal of porches, decks, garages, pools, sheds or underground tanks
73	- Double taxation on Real Estate
74	- Over assessed due to adjustment in degree of building completion as of December 31 st
75	- Over assessed due to error in computation of valuation which was not in conformity with surrounding properties
76	- Building (s) demolished prior to assessment date
77	- Property was assessed at incorrect tax year/ incorrect tax rate/ incorrect field data
78	- Adjustment to property valuation due to extreme deterioration prior to assessment date
79	- Property sustained fire damage – prior to assessment date
80	- 5 +5 Plan
81	- Party deceased prior to assessment date
82	- Per Order of the City Council
83	- Original abatement was approved and granted last year, but not carried forward for this year's tax roll
84	- Per advice & recommendation of Law Dept.
85	- Per Court Order
86	- First Appeal/Submitted by the Tax Board of Assessment Review
87	- Wrong party – recertified//wrong classification-recertified
88	- Tax Exempt – Interstate Commerce Vehicles – Equipment assessed to tax exempt entity.
89	- Value reduced by R.I. Vehicle Value Commission
90	- Property taken over by the State for highway purposes
91	- Tax Settlement Agreement / "PILOT " Agreement / Option Agreement
92	- Bankruptcy
93	- Lot dropped and added to another lot
94	- Job Incentive Creation Program Exemption
95	- Due to the new software system an abatement must be done prior to a recertification of taxes
96	- Pro-Rated Homestead Exemption
97	- Assessment adjustment due to supporting documentation submitted by taxpayer
98	- Remove Homestead Exemption / recertified exemption credit
99	- Motor Vehicle Phase Out

Woonsocket, RI

September 17, 2018

Amendment Report / Abatement

Status Pending

Page 1

Posting Date / /

Transaction Date / /

Report Printed 09/11/2018 02:06:59 PM

Amendment	Report / Abatement	Posting Date	Transaction Date	Report Printed	Amount
M00-0360-47	2017 MV Tax Roll DUPRE DAWN G 425 WOOD AVENUE APT5 WOONSOCKET RI 02895	2005 FOR EPR HK 567	61 VEHICLE REGISTERED OUT OF CITY	09/11/2018 02:06:59 PM	\$113.00
M00-0360-47	2018 MV Tax Roll DUPRE DAWN G 425 WOOD AVENUE APT5 WOONSOCKET RI 02895	2005 FORD EXP HK567	61 VEHICLE REGISTERED OUT OF CITY		\$39.31
M00-4095-24	2013 MV Tax Roll LAGESSE DIANA B 354 NORTH MAIN ST WOONSOCKET RI 02895	2001 DOD NSS 537491	59 VEHICLE REPOSSESSED		\$47.09
M00-4095-24	2014 MV Tax Roll LAGESSE DIANA B 354 NORTH MAIN ST WOONSOCKET RI 02895	2001 DOD NSS 537491	59 VEHICLE REPOSSESSED		\$27.76
M00-4098-03	2018 MV Tax Roll MOREAU JUSTIN N 24 FRONT ST UNIT 7 WOONSOCKET RI 02895	2000 HONDA GRO 044021	63 OVER ASSESSED ON VEHICLE		\$347.12
M00-4110-12	2018 MV Tax Roll MARTINEZ GENESIS M 129 ROCKRIDGE DRIVE APT B WOONSOCKET RI 02895	2002 NISS ALT 388789	99 MOTOR VEHICLE PHASE OUT		\$17.61
M00-4139-18	2018 MV Tax Roll HEROUX RICHARD A 156 BEAR HILL ROAD APT 313 CUMBERLAND RI 02864	2012 KIA M SPO 358192	57 LEGAL RESIDENCE OUT TOWN		\$338.64
M00-4176-92	2017 MV Tax Roll MURPHY COLLEEN E 5 COLLINS TERRACE MIDDLETOWN RI 02842	2007 HON UCL YN 796	57 LEGAL RESIDENCE OUT OF TOWN		\$264.34

Woonsocket, RI

September 17, 2018

Amendment Report Abatement

Status Pending

Page 2

Posting Date / /

Transaction Date / /

Report Printed 09/11/2018 02:06:59 PM

Account #	Year	Roll	Owner	Vehicle	Amount
M00-4181-96	2018	MV Tax Roll	BALDERAS MELO BANNESA 50 5TH AVE WOONSOCKET, RI 02895	2001 NISSA MX QD864	99 MOTOR VEHICLE PHAS OUT \$30.46
M03-6000-00	2018	MV Tax Roll	COTE ELSIE MAE D 92 SWEET AVENUE APT 2L WOONSOCKET RI 02895	2004 DODGE RAM 118196	65 VEHICLE DESTROYED IN ACCIDENT \$50.82
M04-7830-00	2018	MV Tax Roll	DUTCHER SUSAN I 824 HARRIS AVENUE APT 1 FIRST FLOOR FRONT WOONSOCKET RI 02895	2005 FORD FOC KT124	65 VEHICLE DESTROYED IN ACCIDENT \$7.27
M13-1083-70	2018	MV Tax Roll	MANN MAJREEN M 28 LEBRUN AVENUE WOONSOCKET RI 02895	2002 CHEV CAV RP634	99 MOTOR VEHICLE PHASE OUT \$5.36
R00-0037-66	2018	RP Tax Roll	UNWIN RICHARD 22 DEXTER STREET WOONSOCKET, RI 02895	19G-033-023 at 22 DEXTER ST	96 PRO RATED HOMESTEAD \$159.27
R00-0129-55	2018	RP Tax Roll	ARSENAULT MATTHEW ARSENAULT ROBIN 174 WALNUT HILL WOONSOCKET, RI 02895	57C-181-056 at 174 WALNUT HILL...	96 PRO RATED HOMESTEAD \$461.64
R00-0159-36	2018	RP Tax Roll	IDAHOSA ROLAND IDAHOSA MARIAN E 161 HAMILTON STREET WOONSOCKET RI 02895	24F-081-017 at 161 HAMILTON STREET	96 PRO RATED HOMESTEAD \$399.68
R00-0259-95	2018	RP Tax Roll	SAYPHRATH SOMPHONG BOUNNHONG 49 CHALAPA AVENUE WOONSOCKET, RI 02895	36B-256-006 at 49 CHALAPA AVE	50/96 INCORRECT CLASSIFICATION/PRO RATED HOMESTEAD \$1,862.99

Account ID	Property Description	Assessment	Posting Date	Transaction Date	Amount
R00-0311-41	CALISTA KRISTAL R 116 STEVE LOPES WAY WOONSOCKET RI 02895	2018 RP Tax Roll	02E-297-086	at 116 STEVE LOPES WAY	96 PRO RATED HOMESTEAD \$344.15
R00-0356-38	CHANTHAVONG PHONE SOMMY 150 AVENUE C WOONSOCKET, RI 02895	2018 RP Tax Roll	05D-331-065	at 150 AVENUE C	96 PRO RATED HOMESTEAD \$730.11
R00-0380-52	ROGERS JOSEPH 261 BURNSIDE WOONSOCKET, RI 02895	2018 RP Tax Roll	36M-093-013	at 261 BURNSIDE AVE	96 PRO RATED HOMESTEAD \$80.20
R00-8391-17	BERUBE MICHAEL 334 WINTER STREET WOONSOCKET, RI 02895	2018 RP Tax Roll	19H-182-032	at 334 WINTER STREET	96 PRO RATED HOMESTEAD \$180.02
R01-1044-50	MILLS WAYNE F 282 MOWRY ST WOONSOCKET, RI 02895	2018 RP Tax Roll	17G-308-083	at 284 MOWRY STREET	96 PRO RATED HOMESTEAD \$140.29
R02-6610-50	COPPINGER BONNIE J COPPINGER KRISTAL M 46 RIVULET STREET WOONSOCKET, RI 02895	2018 RP Tax Roll	19B-083-014	at 46 RIVULET STREET	96 PRO RATED HOMESTEAD \$397.34
R03-1620-00	BALLARD MICHAELA A 63 BLAKELEY ST UNIT 109 WOONSOCKET RI 02895	2018 RP Tax Roll	17D-066-109	at 63 BLAKELEY ST 109	96 PRO RATED HOMESTEAD \$198.97
R03-4811-20	MORRISSETTE ROGER MORRISSETTE KATHERINE 312 BLACKSTONE STREET WOONSOCKET, RI 02895	2018 RP Tax Roll	13F-181-023	at 312 BLACKSTONE ST	96 PRO RATED HOMESTEAD \$460.53

Woonsocket, RI

Amendment Report - Abatement

Status Pending

Page 4

Posting Date / /

Transaction Date / /

Report Printed 09/11/2018 02:06:59 PM

September 17, 2018

R04-0277-00	2018 RP Tax Roll	MARCOTTE PAULA L MIMANDE SIMMONE L 24 OLO STREET WOONSOCKET, RI 02895	09E-087-010 at 24 OLO STREET	96 PRO RATED HOMESTEAD	\$262.73
R04-7932-00	2018 RP Tax Roll	ALVAREZ MARIA 56 HEROUX AVENUE WOONSOCKET, RI 02895	37G-119-005 at 56 HEROUX AVENUE	96 RP RATED HOMESTEAD	\$264.45
R12-0395-00	2018 RP Tax Roll	ARONSONPETTITT ROY 163 RAILROAD STREET WOONSOCKET, RI 02895	14R-219-012 at 163 RAILROAD STREET	96 PRO RATED HOMESTEAD	\$339.19
R12-7695-00	2018 RP Tax Roll	TRIVISONNO NIKKI MARIE NEUMAN SCOTT 528 BOUND ROAD WOONSOCKET, RI 02895	60A-002-026 at 528 BOUND RD	96 PRO RATED HOMESTEAD	\$473.44
R13-2946-70	2018 RP Tax Roll	MATHEWSON KENNETH E 50 PARK PLACE WOONSOCKET, RI 02895	27F-138-020 at 50 PARK PLACE	54 INCORRECTLY CLASSIFIED	\$2,216.13
R19-3891-20	2018 RP Tax Roll	SOMPASEUTH SITH 401 WILLOW STREET WOONSOCKET, RI 02895	28E-052-015 at 401 WILLOW STREET	96 PRO RATED HOMESTEAD	\$2,176.16
R22-1223-00	2018 RP Tax Roll	PARENT DEBRA A 576 FAIRMOUNT STREET WOONSOCKET, RI 02895	02B-197-051 at 576 FAIRMOUNT ST	96 PRO RATED HOMESTEAD	\$187.46
T00-1100-24	2015A Tng Tax Roll	METRO PCS DIGICOM RI INC DBA ONE RATE WIRELESS 11912 ROCKAWAY BLVD SOUTH OZONE PARK, NY 11420	METRO PCS	68 DOUBLE TAXATION ON BUSINESS	\$87.52

Woonsocket, RI

Amendment Report Abatement

Status Pending

Page 5

September 17, 2018

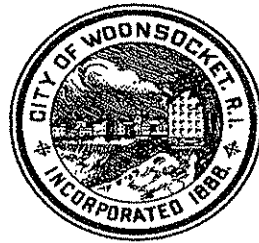
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Amendment ID	Year	Roll Type	Company Name	Address	Category	Description	Amount
T00-1100-24	2016	Tng Tax Roll	METRO PCS DIGICOM RI INC DBA ONE RATE WIRELESS 11912 ROCKAWAY BLVD SOUTH OZONE PARK, NY 11420	METRO PCS	68 DOUBLE TAXATION ON BUSINESS	\$102.48	
T00-1100-24	2017	Tng Tax Roll	METRO PCS DIGICOM RI INC DBA ONE RATE WIRELESS 11912 ROCKAWAY BLVD SOUTH OZONE PARK, NY 11420	METRO PCS	68 DOUBLE TAXATION ON BUSINESS	\$102.48	
T00-1100-24	2018	Tng Tax Roll	METRO PCS DIGICOM RI INC DBA ONE RATE WIRELESS 11912 ROCKAWAY BLVD SOUTH OZONE PARK, NY 11420	METRO PCS	68 DOUBLE TAXATION ON BUSINESS	\$111.79	
T00-1500-93	2018	Tng Tax Roll	ADULT PRIMARY CARE STOLL DAVID B MD 55 HAMILET AVENUE WOONSOCKET, RI 02895	ADULT PRIMARY CARE	68 DOUBLE TAXATION ON BUSINESS	\$419.22	
T00-1601-60	2018	Tng Tax Roll	GOVERNMENT RECORDS... TAX DEPT PO BOX 151127 DALLAS, TX 75315	GOVERNMENT RECORDS SERVICES	68 DOUBLE TAXATION ON BUSINESS	\$279.48	
T00-4001-88	2018	Tng Tax Roll	GOVERNMENT RECORDS SVCS INC C/O TAX DEPARTMENT PO BOX 151127 DALLAS, TX 75315-1127	GOVERNMENT RECORDS SVCS INC	68 DOUBEL TAXATION ON BUSINESS	\$111.79	
Total							\$13,838.29

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

September 17, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Community Care Alliance wishes to utilize certain property of the City, to wit, River Island Art Park, on Saturday, October 13, 2018 from 9:00 A.M. to 11:30 A.M., for the purpose of holding its Annual ShelterWalk.

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

SECTION 1. Community Care Alliance is hereby permitted to utilize River Island Art Park, on Saturday, October 13, 2018 from 9:00 A.M. to 11:30 A.M., for the purpose of holding its Annual ShelterWalk.

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 OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

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

Park Choice: River Island Park

Date of event: 13-Oct-18

Rain date: N/A

Hours of event: 9-11:30

7:45-11:45
(Arrival to set up time)

Description of event: k- Benefit Woonsocket Shelter

Expected attendance: # 400

Fee Schedule:

	<u>Mon - Sat</u>	<u>Sunday</u>		
Small Tent	\$175	\$225	<u>175</u>	
Large Tent	\$1,100	\$1,500	<u> </u>	
Event Attendants	\$30/hr	\$38/hr	<u>120</u>	*
Picnic Tables	\$33 each	\$45 each	<u> </u>	
Folding Tables	\$10 each	\$13 each	<u> </u>	***
Chairs	\$1 each	\$1.33 each	<u> </u>	***
Concession Stand	\$50	\$75	<u>50</u>	
Power	\$25 per location	\$25 per location	<u>25</u>	
**Admin. Fees	\$35	\$35	<u>\$35</u>	NON-REFUNDABLE
		Total for Event		

Applicant/ Contact Person Name: Wendy Pires

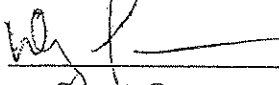
Address: P.O. Box 1700

Woonsocket, RI 02895

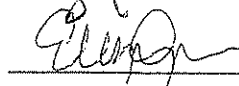
Phone #: 401-235-7245

Home/Office

Cell

Applicant Signature: 

Date: 8/29/18

Parks Director: 

Date: 9/7/18

Call for Availability: 767-9287

\$35 paid
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

Community CareAlliance

empowering people
to build better lives

401.235.7000

CommunityCareRI.org

PO Box 1700 Woonsocket, RI 02895

August 30, 2018

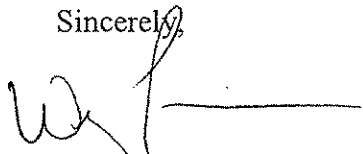
Elizabeth Kerrigan
Woonsocket Parks & Recreation
City of Woonsocket
169 Main Street
Woonsocket, RI 02895

Dear Ms. Kerrigan,

Enclosed is the completed Facilities Form and deposit check for Community Care Alliance's ShelterWalk event at River Island Park on Saturday, October 13, 2018. Please note, for appropriate coverage on the day of, that we are requesting the use of tables for the event and will cover the cost of the number listed.

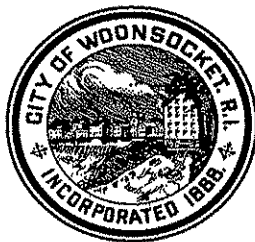
As always, thanks so much for your assistance.

Sincerely,



Wendy Pires
Event & Volunteer Coordinator

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

September 17, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Doug & Beth McArthur wishes to utilize certain property of the City, to wit, WWII Veterans Memorial Park, on Saturday, November 17, 2018, with a rain date of Saturday, December 8, 2018 from 1:00 P.M. to 5:00 P.M., for the purpose of holding a Community Outreach.

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

SECTION 1. Dough & Beth McArthur is hereby permitted to utilize WWII Veterans Memorial Park, on Saturday, November 17, 2018, with a rain date of Saturday, December 8, 2018 from 1:00 P.M. to 5:00 P.M., for the purpose of holding a Community Outreach.

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

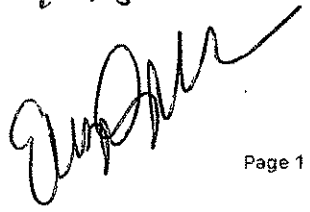
Annual Park Application

	A	B	C	D	E	F	G
1	Available Parks and Ammenties Include:						
2	Park List :	River Island, River's Edge, Bemon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa					
3	Restrooms:	River Island, River's Edge, Dionne & Bemon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer					
4	Concession Stand:	River Island & River's Edge.					
5	Power:	River Island, River's Edge, Dunn Park, Costa, Cold Spring					
6	Stages/Gazebo:	River Island & Cold Spring					
7							
8	Park Choice:	WWII Veteran's Memorial Park					
9							
10	Date of event:	November 17, 2018			Rain date: December 8, 2018		
11							
12	Hours of event:	1:00 - 5:00 pm			12:00 noon		
13		(Actual advertised time of event)			(Arrival to set up time)		
14							
15	Description of event:	Community Outreach to the City					
16							
17	Expected attendance: #	75-100					
18							
19	Fee Schedule:						
20		Mon - Sat	Sunday				
21	Small Tent	\$175	\$225				
22	Large Tent	\$1,100	\$1,500				
23	Event Attendants	\$30/hr	\$38/hr				
24	Picnic Tables	\$33 each	\$45 each				
25	Folding Tables	\$10 each	\$13 each		***		
26	Chairs	\$1 each	\$1.33 each		***		
27	Concession Stand	\$50	\$75				
28	Power	\$25 per location	\$25 per location				
29	**Admin. Fees	\$35	\$35		(35)		

Applicant/Contact: Beth McArthur
 Address: 9 Meehan Road
 Woodstock, CT 06281
 Phone Number: (401) 585-4832
 Bethany McArthur 9-7-18

PAID
 Check #1030 yll
 NON-REFUNDABLE

Sheet1 Sheet2 Sheet3



September 7, 2018

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

Dear Councilors,

I am writing to request the use of WWII Veteran's Memorial Park on Saturday, November 17th, 2018. The purpose for this use would be a large community outreach.

A little background of my husband and I...we were both born and raised in the City of Woonsocket, and graduated from Woonsocket High School, Class of 2001. Although we do not live in the city today, we have been giving back to the community for years now. We started an Outreach Ministry about 6 years ago. We get together with friends and family and go into the city with clothes, hygiene products, blankets and sheets, sandwiches and waters, small household items, and Bibles. We have built great relationships with people in the city, to the point that they expect us and look forward to us coming.

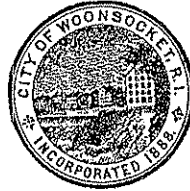
Our Outreach Day in November will go from 1:00pm-5:00pm, at the latest. We would show up around 12:00pm to start setting up. We will bring our own tables; which will hold clothes, kid toys, individually packed snacks and sandwiches, possibly pizzas, and water bottles. (Everything we have is donated and will be free to those who come.) We will have some music playing on an iPod with a speaker. A popcorn machine and cotton candy machine have been donated to us for the day. We will power the machines with a generator that we will supply. The generator will be monitored and the power cords will not be in the way where people are walking. We will not need any electricity hook up. We anticipate an attendance of about 75-100 people. We will have more than 15 volunteers to help with set up, the day itself, and clean up afterward.

We were just able to hold an Outreach Day like this on August 25th, in Woonsocket. You granted us the permission, and the day couldn't have gone more smooth. We were able to bless about 40 kids with back packs and school supplies. We fed about 75 people. The kids were so excited when they seen all the toys, clothes, and treats for them. (And the parents were so grateful that it was all free.) There were also tables full of clothes that we were able to bless the adults with. Clean-up was a breeze, and we left the park spotless.

Please do not hesitate to contact me with any questions concerning this day at 401-585-4832. Thank you for your time and consideration, and we look forward to a great day with the people of Woonsocket!

Sincerely,
Doug and Beth McArthur
9 Meehan Road
Woodstock, CT 06281

City of Woonsocket
Rhode Island



SEPTEMBER 17, 2018

Resolution

DESIGNATING WOONSOCKET ASSESSOR'S PLAT 21, LOT 900;
A/K/A FORMER SOCIAL STREET SCHOOL, 706 SOCIAL STREET,
AS A HISTORIC STRUCTURES FLOATING OVERLAY DISTRICT

WHEREAS, the City Council of the City of Woonsocket has enacted legislation establishing §12.7 *Historic Structures Floating Overlay District* as part of the Zoning Ordinance of the City of Woonsocket, Rhode Island; and

WHEREAS, by Resolution 18-R-50 enacted May 7, 2018, the City Council requested the advice and recommendation of the Woonsocket Planning Board regarding the potential designation of the Former Social Street School [Woonsocket Assessor's Plat 21, Lot 900, 706 Social Street] as a Historic Structures Floating Overlay District under the provisions of §12.7; and

WHEREAS, at its meeting of August 7, 2018, the Woonsocket Planning Board received and considered the request of the City Council for advice and recommendation regarding the possible designation of the Former Social Street School [Woonsocket Assessor's Plat 21, Lot 900, 706 Social Street] as a Historic Structures Floating Overlay District and recommended such designation consistent with §12.7.3 for Woonsocket Assessor's Plat 21, Lot 900 together with all structures, appurtenances, and real estate thereupon, as shown in the attached Planning Board Resolution

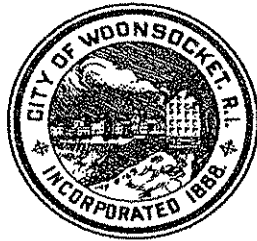
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

SECTION 1. that the Woonsocket City Council, consistent with §12.7.3 of the Zoning Ordinance of the City of Woonsocket, Rhode Island, hereby designates Woonsocket Assessor's Plat 21, Lot 900, a/k/a 706 Social Street as a Historic Structures Floating Overlay District for the purposes of acquiring, and redevelopment under a plan to be approved by the City Council.

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

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

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

September 17, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Calvary Worship Center wishes to utilize certain property of the City, to wit, River Island Art Park, on Saturday, October 13, 2018 from 1:00 P.M. to 4:00 P.M., with a rain date of Saturday, October 20, 2018 for the purpose of holding its 7th Annual "Woonsocket Day of Prayer".

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

SECTION 1. Calvary Worship Center is hereby permitted to utilize River Island Art Park, on Saturday, October 13, 2018 from 1:00 P.M. to 4:00 P.M., with a rain date of Saturday, October 20, 2018 for the purpose of holding its 7th Annual "Woonsocket Day of Prayer".

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

<i>Available Parks and Ammenties Include:</i>					
Park List :	River Island, River's Edge, Bemon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa				
Restrooms:	River Island, River's Edge, Dionne & Bemon, Portables @ Dunn, Cass & Cold Spring during Spring & Summer				
Concession Stand:	River Island & River's Edge.				
Power:	River Island, River's Edge, Dunn Park, Costa, Cold Spring				
Stages/Gazebo:	River Island & Cold Spring				
Park Choice:	River Island Park				
Date of event:	10/13/18	Rain date: 10/20/18			
Hours of event:	1:00PM - 4:00PM <i>(Actual advertised time of event)</i>	12:00PM <i>(Arrival to set up time)</i>			
Description of event:	Corporate prayer for the city				
Expected attendance: #	50-100ppl				
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	\$35	NON-REFUNDABLE
			Total for Event		
Applicant/ Contact Person Name:	Marielis Cuello				
Address:	120 Prospect St. Woonsocket, RI 02895				
Phone #:				401-744-6243	
	Home/Office			Cell	
Applicant Signature:				Date:	
Parks Director				Date:	9/13/18
Call for Availability	767-9287				<div style="border: 1px solid black; padding: 5px; display: inline-block;"> \$35 paid check </div>
					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					



CALVARY

WORSHIP | COMMUNITY | DISCIPLESHIP | KINGDOM

September 6, 2018

Elizabeth Kerrigan
City of Woonsocket
1117 River St.
Woonsocket, RI 02895

RE: Use of River Island Park

Dear City Council,

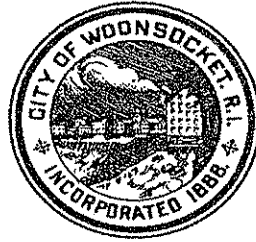
The purpose of this letter is to request permission for the use of River Island Park on Saturday October 13th, 2018 in order to host our seventh annual Woonsocket Day of Prayer. This is a day that the faith community joins together to pray for our families, our City Leaders and First Responders and for our great city of Woonsocket, RI. Each year, over 20 churches from throughout this great community come together to make this event possible.

We look forward to hosting this event again at River Island Park, this coming Fall. Please feel free to contact our church administrator, Marielis Cuello, with any questions: 401-744-6243.

Thanks Kindly,

Bishop Herson Gonzalez
Calvary Worship Center
Ph: (401) 241-1708

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

September 17, A.D. 2018

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, NeighborWorks Blackstone River Valley wishes to utilize certain property of the City, to wit, River Island Art Park on the following dates: Friday, June 14, 21 & 28, July 12, 19 & 26, August 2, 9, 16, & 23, 2019 from 5:00 PM to 9:00 PM for the purpose of holding its second Summer Concert Series.

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

SECTION 1. NeighborWorks Blackstone River Valley is hereby permitted to utilize River Island Art Park on the following dates: Friday, June 14, 21 & 28, July 12, 19 & 26, August 2, 9, 16, & 23, 2019 from 5:00 PM to 9:00 PM for the purpose of holding its second Summer Concert Series.

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: River Island Art Park
Date of event: 2019 6/14, 6/21, 6/28, 7/12, 7/19 Rain date: n/a
7/26, 8/2, 8/9, 8/16, 8/23
Hours of event: 5-9 pm 11 am
 (Actual advertised time of event) (Arrival to set up time)
Description of event: Levitt AMP Summer Concert Series.
Expected attendance: # 500

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	

Special Events/Alcohol yes.

Applicant/ Contact Person Name: Margaux Morisseau, Neighbor Works BRU
Address: 719 Front Street, Suite 103
Woonsocket RI 02895
Phone #: 401-762-0993 x 233 Home/Office 401-451-7760 Cell

Applicant Signature: Margaux Morisseau Date: 9/12/18
Parks Director [Signature] Date: 9/13/18
Call for Availability 767-9287

Paid \$35
CASH

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



BLACKSTONE RIVER VALLEY

September 13, 2018

To Whom it May Concern,

NeighborWorks Blackstone River Valley is requesting use of River Island Art Park as part of a grant application through the Levitt Foundation. If awarded, the park will be used to host a 10-week summer concert series on Friday evenings from June 14 through August 23, 2019. If NWBRV's application is not selected, NWBRV will release the 10 dates back to Woonsocket's Parks and Recreation Department.

We are proposing that the park set up begin at 11am and the event to take place from 5pm – 9pm on the following dates:

- June 14, 2019
- June 21, 2019
- June 28, 2019
- July 12, 2019 (skipping July 5)
- July 19, 2019
- July 26, 2019
- August 2, 2019
- August 9, 2019
- August 16, 2019
- August 23, 2019

We are also requesting that alcohol be permitted in the park. Attendees would not be allowed to carry-in alcohol, but would be allowed to purchase alcohol from a properly licensed vendor who would seek approval from the council independent of this request.

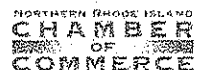
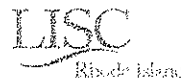
Additionally, we request that food trucks be permitted in the park during the concert series along with the use of the concession stand for local restaurant use or for selling snacks by local groups, such as the Woonsocket Little League, to raise funds. If permitted, we will give priority to local food trucks such Bugg'd Outt BBQ, Mickey G's Clam Shack and Don Nacho. The lack of food in the park was an issue during the 2018 season as noticed by the funders and by the community attendees. We hope to make this improvement for the 2019 series.

We are planning to build upon the 2018 Levitt AMP Summer Concert series which was very successful and without issues. The concerts were enjoyed by over 2000 community members! We appreciate the city's partnership and all of the support for these concerts that will hopefully become a Woonsocket tradition.

Thank you for your consideration,

Margaux Morisseau
Director of Community Engagement

Affiliations:



www.neighborworks.org

Blackstone Plaza | 219 Front Street | Suite 101 | Woonsocket, RI 02895 | T: 401.762.0074 | F: 401.769.1010