

AMENDED

MONDAY, SEPTEMBER 18, 2017
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 PM. – HARRIS HALL
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895

REGULAR MEETING

1. ROLL CALL
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. CITIZENS GOOD AND WELFARE
(Please limit comments to five minutes)
5. APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 5TH
6. CONSENT AGENDA
All items on the consent agenda are indicated with an asterisk (*).
7. COMMUNICATION FROM MAYOR
17 M 15 From Mayor to address comments by a public official (Roland Michaud) with presentation of audio clip.
8. COMMUNICATIONS FROM CITY OFFICERS
17 CO 60* From Police Department regarding 2017 Edward Byrne Memorial Justice Assistance Grant (JAG).
17 CO 61* From City Solicitor submitting request to pay property damage claim of Paul Miller.
9. AGENDA FOR BOARD OF LICENSE COMMISSIONERS
17 LC 36 Public hearing on application of Class BV Liquor license for Amal Corporation d/b/a Neos Greek Restaurant, 480 Cass Avenue (with extension to front of building).
17 LC 37 Application of licenses and renewal of licenses (listing attached).
10. COMMUNICATIONS AND PETITIONS
17 CP 48 A request of Jim Walker, President, Local 670 to address the City Council regarding healthcare for 670 members, staffing, open positions funded and not being filled, safety and training issues & knowledge of what 670 members do & concessions given up.
17 CP 49* Monthly odor report from CH2M Hill.
17 CP 50 Request of Councilman Cournoyer to address the following items:
 1. Zoning and the Woonsocket Zoning Board of Review.
 2. Minimum Housing / Fire Code Enforcement.
 3. "Fire watch" order and costs re: 99-117 Main Street.
17 CP 51 A request of Albert G. Brien to address the City Council regarding Zoning Ordinance – ZBR Application Protocol & \$90,000,000. Police & Fire Pension Bond.

17 CP 52

Request of President Gendron to address the following items:

1. LED Lighting Conversion.
2. City Owned Blighted Property.
3. Blackstone River Bank Park Benches.
4. River Street Mills/Disabled Vehicle Storage.

17 CP 53

Request of Councilman Fagnant to address the following items:

1. Property taxes paid by Woonsocket Neighborhood Development Corporation.
2. Notice of hearing on September 11th 2017 combined preliminary plat and final plan review.
3. Mayor and Chief offer \$200.00 reward for graffiti information.
4. RI H5921 Hawkers, Peddlers and door to door sales people.
5. Autumnfest Grand Marshal reception honoring Fire Chief Paul A. Shatraw, Tuesday, September 26, 2017 6:00 PM – 8:00 PM.

11. GOOD AND WELFARE

(Five minute limit, per Council Rules of Order)

12. ORDINANCES PASSED FOR THE FIRST TIME SEPTEMBER 5TH

17 O 61

Establishing a maximum building permit fee for property at 357 Park Place, Woonsocket, Rhode Island [Woonsocket Assessor's Plat 27, Lot 113] to be purchased & redeveloped by Woonsocket Park Place, LLC.-Gendron

17 O 64

Authorization to sell the property located at 707 Park Avenue, Woonsocket, Rhode Island.-Beauchamp

13. ORDINANCES TABLED UNTIL THIS MEETING

17 O 57

In amendment of the Code of Ordinances, City of Woonsocket, R.I. Appendix C, Entitled "Zoning" regarding "Various Technical Changes".-Gendron

17 O 58

Amending Chapter 12 Entitled "Housing" Article XII, Entitled "Rooming Houses" and 13.37 of the Code of Ordinances of the City of Woonsocket, Rhode Island, Entitled "Licensing of Rooming Houses".-Gendron

17 O 60

Establishing a Tax Stabilization Plan for Woonsocket Park Place, LLC, for property at 357 Park Place, Woonsocket, Rhode Island [Woonsocket Assessor's Plat 27, Lot 113].-Gendron

14. NEW ORDINANCES

17 O 65

In amendment of the Code of Ordinances of the City of Woonsocket, Rhode Island, Chapter 7, Entitled "Building Regulations".-Gendron

17 O 66

Amending the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix A, Entitled "Personnel Ordinance", Section 2.1(a).-Gendron, Brien, Cournoyer, Fagnant & Sierra

15. RESOLUTION TABLED UNTIL THIS MEETING

17 R 93

Approving a Terms & Conditions Agreement by and between the City of Woonsocket, Rhode Island & Woonsocket Park Place, LLC for the sale & redevelopment of the former Woonsocket Middle School.-Gendron

17 CP 50

Request of Councilman Cournoyer to address

16. NEW RESOLUTIONS

17 R 100

Authorizing the cancellation of certain taxes.-Gendron

17 R 101

Authorizing the borrowing of funds to Design, Build and Operate a new drinking Water Treatment Plant and the filing of a water rate adjustment request before the Rhode Island Public Utilities Commission.-Gendron

17 R 102

Authorizing award of a contract for an engineering consultant to support the RIDOH for the review of the Woonsocket Water Treatment Plant project.-Gendron

- 17 R 103 Urging the General Assembly to not override the Governor's veto of House Bill 2017-5593, an Act Relating to Labor and Labor Relations – Arbitration, continuance of contractual provisions.-Cournoyer
- 17 R 104 Authorizing the City Council to demand the immediate resignation of Zoning Board of Review Official Roland Michaud.-Murray & Beauchamp
- 17 R 105 Authorizing the Mayor and the Director of Public Works to issue a written authorization to CDM Smith for construction support services for the new Water Treatment Plant project.-Gendron

17. 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 14, 2017 (Amended September 15, 2017)

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F LIQUOR

Connecting for Children & Families, 42 South Main Street (9/27/2017)

HOLIDAY LICENSE

Ebenezer Wireless Inc d/b/a Metro PCS, 273 South Main Street

TRANSFER LICENSES

AUTOMOBILE JUNKYARD

Privilege Street Auto, 55 Privilege Street

SECOND HAND DEALER

Privilege Street Auto, 55 Privilege Street

RENEWALS

PRIVATE DETECTIVE

Daryl Jamieson, 290 Park Avenue

QUARTERLY ENTERTAINMENT

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

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

Chan's Fine Oriental Dining, Inc., 267 Main Street (Live Band, DJ, Karaoke)

Cowboys, 350 River Street (Live Band, DJ, Karaoke)

Fairmount Post #85, 870 River Street (Live Band, DJ, Karaoke)

Harnois Barnabe Arel Amvets Club, Inc. 842 Social Street (Live Band, DJ, Karaoke)

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

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

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

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

TATTOO LICENSE

Renaissance Tattoo Studio Inc, 32 Main Street

Tuesday, September 5, 2017

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Tuesday, September 5, 2017 at 7 P.M.

Six members are present. Councilwoman Sierra is absent.

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

The following persons addressed the council under citizens good and welfare: Lee Kohn, Bill Schneck, Charles Lemoine, Edward Tupper, Susan Kirwan, Joe Brillon and John Reynolds, Jr.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held August 7th and special meeting held August 22nd be approved as submitted, a voice vote on same being unanimous.

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

The following items were listed on the consent agenda:

- 17 CO 54 A communication from Public Works Director regarding solid waste division vehicle.
- 17 CO 55 A communication from Planning & Development Director regarding Ayotte Field.
- 17 CO 56 A communication from Planning & Development Director regarding proposed ordinances 17 O 57 and 17 O 58.
- 17 CO 57 A communication from City Clerk submitting status update on new tobacco vendor licenses.
- 17 CO 58 A communication from Planning & Development Director regarding proposed ordinances 17 O 59, 17 O 60, 17 O 61 and resolutions 17 R 93 and 17 R 94.
- 17 CO 59 Opinion of City Solicitor regarding claim of Derick Vann.
- 17 LC 35 Upon motion of Councilwoman Murray seconded by Councilmen Beauchamp and Cournoyer it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for Class F and entertainment license, 1 application for Class F1 license, 1 application for daily entertainment license, 2 applications for holiday license, 1 application for street vendor license, 2 applications for tobacco license, 5 applications for renewal of quarterly entertainment license and 1 application for renewal of tattoo license

Upon motion of Councilman Beauchamp seconded by Councilors Fagnant & Cournoyer it is voted that 1 application for 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 Cournoyer seconded by Councilwoman Murray it is voted that 1 application for daily entertainment license for St. Ann's Arts & Cultural Center be granted, a voice vote on same being unanimous. President Gendron recused himself from this vote.

- 17 CP 46 A request of Albert G. Brien to address the city council regarding staffing within the City Clerk's office, WTP 17-O-56 and \$90,000,000 police pension bond-St. Joseph's Health.
- 17 CP 47 A request of Councilman Fagnant to address the following items: Council approval of gun range on River Street Ordinance 17-O-09, Woonsocket Municipal Housing Court, senior tax relief program passed in 2013, property taxes paid by Woonsocket Neighborhood Development Corporation, update on sale of Ayotte Field, notice of hearing on September 11, 2017 combined preliminary plat and final plan review, Lajoie baseball field and City boards and how citizens can serve their city.
- Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted to dispense with the regular order of business and take up the following resolution:
- 17 R 99 A resolution appointing Matthew Wilson as a member of the Personnel Board of the City of Woonsocket is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the resolution be passed, however this motion is defeated on a 3-3 roll call vote with Councilors Beauchamp, Fagnant and Murray voting yes.
- The following remarks are made under good and welfare:
- Councilman Beauchamp congratulated Councilwoman Murray and Garrett Mancieri and all those involved with dinner on the bridge.
- Councilman Cournoyer passed.
- Councilman Fagnant congratulated Public Works Department for job done on Worrall Street. He addressed sales people going door to door. He spoke about state deficit.
- Councilwoman Murray thanked everyone, DWC and volunteers for dinner on the bridge. She spoke about soliciting.
- President Gendron passed.
- Councilman Brien thanked Councilwoman Murray for a great job and excellent band at the dinner on the bridge. He recognized Tappas and Pappas for their last minute fill in. He spoke about fewer calls to Synagro and their incoming call system. He spoke about voter ID initiative/fraud.
- 17 O 56 An ordinance approving the financing of the acquisition, construction and equipping of a new drinking water treatment plant and other improvements to the water supply system of the City and all attendant expenses and approving the issuance of water revenue bonds and notes therefore in an amount not to exceed \$65,000,000 which was passed for the first time on August 7th, is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilman Cournoyer it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- Upon motion of Councilman Cournoyer seconded by Councilman Fagnant it is voted that the following two ordinances be tabled, a voice vote on same being unanimous:
- 17 O 57 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" regarding various technical changes.
- 17 O 58 An ordinance amending Chapter 12 entitled "Housing" Article XII entitled "Rooming Houses" and 13.37 of the Code of Ordinances, entitled "Licensing of Rooming Houses".

- 17 O 59 An ordinance amending Code of Ordinances Appendix C entitled "Zoning" to create a historic structures floating overlay district is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the ordinance be tabled, advertised for public hearing and referred to the Planning Board for advice and recommendation, a voice vote on same being unanimous.
- 17 O 60 An ordinance establishing a tax stabilization plan for Woonsocket Park Place for property located at 357 Park Place is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be tabled, a roll call vote on same being unanimous.
- 17 O 61 An ordinance establishing a maximum building permit fee for property located at 357 Park Place to be purchased and redeveloped by Woonsocket Park Place is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Fagnant it is voted that the ordinance be passed for the first time, a roll call vote on same being unanimous.
- 17 O 62 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" regulating micro-lofts, micro-apartments and studios is read by title, and
- Upon motion of Councilwoman Murray seconded by Councilmen Cournoyer & Fagnant it is voted that the ordinance be tabled, a roll call vote on same being unanimous.
- 17 O 63 An ordinance transferring funds from contingency to finance department (Tax Assessing Division) is read by title, and
- A motion is made by Councilman Cournoyer seconded by Councilman Brien that the ordinance be passed, however, before this is voted on
- Upon motion of Councilman Fagnant seconded by Councilman Cournoyer it is voted to amend by reducing to \$10,000 however this motion failed on a unanimous roll call vote. The motion to pass is then voted and passed on a 5-1 roll call vote with Councilman Fagnant voting no.
- 17 O 64 An ordinance authorizing the sale of property located 707 Park Avenue is read by title, and
- A motion is made by Councilwoman Murray seconded by Councilmen Beauchamp and Cournoyer that the ordinance be passed, however, before this is voted on
- Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the ordinance be amended as follows: Delete Section 2 in its entirety and replace with "The City Council authorizes the Mayor and/or her designee to sell the property located at 707 Park Avenue, Woonsocket, Rhode Island for an amount not less than Fourteen Thousand Dollars (\$14,000.00) and to execute any and all documents to perform the same including a deed that shall contain the following stipulations and restrictions: a) The subject parcel is to be administratively merged with the property located at 717 Park Avenue, Woonsocket, Rhode Island, and b) Any building constructed on the subject property shall be for an ancillary use only. For the avoidance of doubt, an ancillary use shall not include a residential dwelling unit, and c) The subject parcel shall in no way be used for residential construction nor shall the subject parcel be used in any manner to enhance or expand the otherwise allowable residential density of the lot to which it is merged". This amendment is voted on and passed unanimously on a roll call vote. The ordinance, as amended, is then voted on and passed for the first time on a unanimous roll call vote.

17 R 91 A resolution authorizing the use of City funds to purchase a solid waste vehicle is read by title, and

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

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the resolution be amended as follows: At end of Section 1 add “, provided that the funding comes from account 1-010-06355-55574 Lease Purchase within Public Service”. This amendment is voted on and passed unanimously on a voice vote. The resolution is then voted on and passed unanimously as amended, on a voice vote.

17 R 92 A resolution granting permission to use city property is read by title, and

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

17 R 93 A resolution approving terms and conditions agreement by and between the City of Woonsocket and Woonsocket Park Place for the sale & redevelopment of the former Woonsocket Middle School is read by title, and

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

17 R 94 A resolution referring a request for designation of a Historic Structure Floating Overlay District for property designated as Plat 27, Lot 113 (former Woonsocket Middle School) to the Planning Board is read by title, and

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

17 R 95 A resolution authorizing the cancellation of certain taxes is read by title, and

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

17 R 96 A resolution authorizing the cancellation of certain taxes is read by title, and
Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.

17 R 97 A resolution accepting deed for property located at 117 East School Street is read by title, and

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

17 R 98 A resolution authorizing the use of City property is read by title, and

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

Upon motion of Councilman Fagnant seconded by Councilwoman Murray it is voted that the meeting be and it is hereby adjourned at 10:01P.M.

Attest:

Christina Harmon-Duarte

City Clerk



17 M 15

OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

September 14, 2017

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

Dear Council Members:

Pursuant to Chapter 2, Section 10 of the Home Rule Charter, I respectfully request to be heard at the September 18, 2017 City Council meeting regarding the following:

I wish to address the City Council and public regarding the sexist and inappropriate comments unbecoming of a public official of the City of Woonsocket, recently made by Roland Michaud, a member of the Zoning Board of Review. I will also be playing an audio clip of his comments.

Thank you for your consideration,


Mayor Lisa Baldelli-Hunt

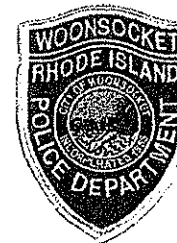
cc: Christina-Duarte, City Clerk

WOONSOCKET POLICE DEPARTMENT

Chief Thomas Oates

242 Clinton St., Woonsocket, RI 02895

Telephone: (401) 766-1212 • Fax: (401) 766-8897



Woonsocket City Council
169 Main St.
Woonsocket, RI 02895
(401) 762-6400

Honorable members of the Woonsocket City Council,

The 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) is open for solicitation. According to the United States Department of Justice, Bureau of Justice Assistance, the City of Woonsocket is eligible for \$47,427.00 in federal funding to assist the Woonsocket Police Department in its mission to serve and protect our community. Enclosed is the formal application for the 2017 JAG solicitation for your review.

This application proposes to use 2017 JAG funding toward a Comprehensive Community Policing Strategy. The plan brings several evidence-based community policing programs together with some new ideas, to address needs specific to the City of Woonsocket and its police department.

I am confident that this multi-faceted strategy will inspire and engage Woonsocket Police Officers and those they serve to join together in the collective responsibility for public safety and quality of life for all members of the community.

Respectfully,

A handwritten signature in cursive script that reads "Lt. Edward Cunanan".

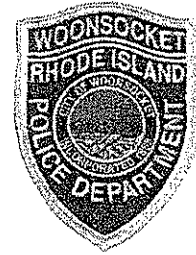
Lieutenant Edward Cunanan
Office of Professional Standards
Woonsocket Police Department
242 Clinton St.
Woonsocket, RI 02895
(401) 766-1212

WOONSOCKET POLICE DEPARTMENT

Chief Thomas Oates

242 Clinton St., Woonsocket, RI 02895

Telephone: (401) 766-1212 • Fax: (401) 766-8897



Woonsocket Police Department Comprehensive Community Policing Strategy

**2017 Edward Byrne Memorial
Justice Assistance Grant
New Solicitation**

Prepared by:
Lieutenant Edward Cunanan

August, 2017

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Local Solicitation 2017-H2851-RI-DJ

PROJECT ABSTRACT

Woonsocket Police Department Comprehensive Community Policing Strategy

PROBLEM STATEMENT:

The City of Woonsocket, Rhode Island is home to approximately 42,000 people in a diverse community with a challenging socioeconomic status. After a years-long period of financial instability brought the city to the brink of bankruptcy, the city has begun to make significant progress toward economic recovery. But the road to fiscal responsibility is paved with tough choices with the city's limited resources.

The economic status makes it difficult for the Woonsocket Police Department (WPD) to initiate and sustain any programs beyond the basic responsibility for everyday policing and public safety. This reality hinders the Department's efforts to meet the difficult and evolving challenges of policing in the 21st Century; challenges that often require a non-traditional police response.

The Woonsocket Police Department requires Justice Assistance Grant funding to engage in a comprehensive community policing strategy designed to strengthen the partnerships between police officers and all members of the community; to expand the Department's ability to take on difficult issues in crime and justice through non-traditional police response; and to garner interest in the policing profession, leading to more applications--especially minority applicants and resident applicants.

PROJECT GOALS AND OBJECTIVES:

- Establish an annual Citizen's Police Academy
- Provide funding for activities and uniforms in the Police Explorer Program
- Increase activities in the Department's Youth Program in the city's Elementary Schools
- Increase Bicycle Patrols in city parks and on the city's popular bicycle path
- Train 15 officers to speak basic Spanish through the Rosetta Stone program
- Increase applications for police officer, with specific focus on increasing minority applications
- Increase the success rate of applicants in the testing process through test prep seminars

PROJECT STRATEGY

The Woonsocket Police Department will employ the community policing model by initiating several programs that will inspire and engage citizens in taking an active part in the collective responsibility for

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Local Solicitation 2017-H2851-RI-DJ**

public safety and quality of life. Different from other programs, WPD strategy will target different age groups with different approaches.

WPD will draw on input and guidance from outside entities, but the department will utilize the expertise, skill, and motivation of WPD officers to implement and facilitate the community policing programs.

WPD is requesting the full JAG award of \$47,427.00 to meet these goals and objectives.

SIGNIFICANT PARTNERSHIPS

- WPD will continue to work with advice and guidance of the Boy Scouts of America to establish the Police Explorers program.
- WPD will work closely with Woonsocket School Administrators to develop programs that address the specific needs of each of the primary schools.
- WPD will turn to leaders in the minority community for assistance and guidance on increasing minority interest in policing.

ANTICIPATED OUTCOMES

- Establishment of an Annual Citizens Police Academy for adults
- Establishment of Police Explorer’s Program for 14 – 20 year olds
- Increase in activities in the Youth Program for primary school students
- Increase in bicycle patrol in the city’s parks and on the bike path
- Addition of 10 – 15 Spanish-speaking police officers at a basic proficiency
- Increase of overall applications and minority applications in the next recruitment drive
- Increased success ratio of applicants in the next recruiting drive

PROJECT IDENTIFIERS

- | | |
|-----------------------------------|-------------------------------|
| • Community Policing | • Mentoring |
| • Community Based Programs | • Officer Safety and Wellness |
| • Hiring of Personnel | • Place Based Programs |
| • Law Enforcement Professionalism | • Policing |

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PROGRAM NARRATIVE

The Woonsocket Police Department (WPD) will utilize the funds awarded through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation, FY2017, to initiate a comprehensive community policing strategy. With the assistance of JAG funding, WPD will initiate several community policing programs that will inspire and engage citizens throughout our diverse community to take an active part in the collective responsibility for public safety and quality of life, while improving the department's ability to address the difficult challenges of policing in the 21st Century.

WPD is requesting the full JAG award of \$47,427.00 to meet these objectives.

I. COMMUNITY POLICING PROGRAMS

Citizens Police Academy – WPD will use JAG funding to initiate a “Citizen’s Police Academy.”

Citizen’s Police Academies have proven an effective and enjoyable means of educating people on police practices and procedures. Armed with this knowledge, citizens have a greater understanding and respect for law enforcement officers and the challenges they face. The Citizens Police Academy will welcome citizens to take an active part in the collective responsibility for public safety. The lasting positive relationships built between officers and civilians will greatly assist in the common goal of building a safer community.

WPD will allocate \$8,000 from JAG 17 to establish a Citizens Police Academy.

Police Explorers – WPD will use JAG funding to assist with the Police Explorers Program.

Explorer programs have helped to develop young people between 14 - 21 years old who are interested in the policing profession. With applications to policing down dramatically everywhere, developing interest in the field is a vital objective in law enforcement today. Explorers also provide the added benefit of personal growth and mentorship for both participants and officers.

WPD will allocate \$5,000 toward the WPD Police Explorers Program.

Elementary School Program – WPD will use JAG funding to continue its commitment to positive interactions with young students in the city.

In the 2016/2017 school year, WPD started a program that put officers into each of the city’s elementary schools to engage in positive and fun interactions with kids. Officers “adopted” schools and had the freedom to develop their program with school administrators, taking part in recess, awards ceremonies,

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lunches, and other events. The program was heralded by the kids, parents, teachers, and the officers themselves.

The one drawback to the program was that with no funding, officers were limited in what they could and when they could do it.

WPD will allocate \$5000 toward the school initiative.

Bicycle Patrol – The Woonsocket Police Department will use JAG funding to further its commitment to bicycle patrols.

Bicycle patrols have shown to be a very effective means of crime prevention and community engagement. Through directed bike patrols, officers can address current crime trends and quality of life issues in a manner that evades traditional motor patrol. At the same time, patrolling by bicycle allows for more direct accessibility to officers, creating more opportunities for positive interactions.

Woonsocket has many public parks designed to give citizens a safe and enjoyable place for recreation. Bicycle patrols have proven the most effective means of providing security.

In addition to the parks, there is a widely popular bike path that starts in Woonsocket and runs south through many Rhode Island cities. The bike path currently covers about two miles in Woonsocket, but plans call for the path to be extended north through Woonsocket along the Blackstone River into Massachusetts. Once complete, the bike path it will attract more visitors to the city, further aiding in the economic recovery. WPD will use bicycle patrols to ensure the safety of bike path users in a manner that motor or foot patrol could not.

WPD will allocate \$15,000 of JAG 17 toward bicycle patrols.

II. SPANISH LANGUAGE TRAINING

The Woonsocket Police Department will allocate JAG 17 funding to train officers to speak Spanish.

With only one (1) Spanish-speaking officer in a city where 15% of the population identifies as Hispanic ethnicity, WPD has a definitive need for Spanish-speaking officers. While it is unknown how many people officers come into contact are Spanish-only, an internal poll¹ of WPD officers indicated that a Spanish-speaking officer would assist them in handling between 10 – 20% of calls. Furthermore, officers indicated that a Spanish-speaking officer would improve officer safety by minimizing the communication barrier in emergency situations. The lone Spanish-speaking officer noted that it is a heavy burden to be the only translator on the department.

¹ Voluntary internal poll conducted by Lt Cunanan via email, 15 responses (16%)

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With funding, the Department will purchase fifteen (15) licenses for the Spanish program from the leading language teaching company, Rosetta Stone. To maximize the chance for successful learning, the Department would also purchase the “recommended” training.

Having more Spanish-speaking officers will allow WPD to further its commitment to professional service for all of our citizens, build trust and respect between police and the Hispanic community, and improve officer safety by minimizing communication barriers in emergency situations.

WPD will allocate \$7,000.00 of JAG 2017 to train 15 officers in speaking Spanish using the Rosetta Stone Program.

III - Recruiting and Diversity

The Woonsocket Police Department will use JAG 17 funding toward recruitment and diversity.

Despite increased effort in the recruiting process, the Woonsocket Police Department has received fewer applications in the last two recruiting drives than in previous years. This development reflects the troubling trend across the country—fewer people are moving into the field of law enforcement.

On the issue of diversity, minority applicants have generally not fared well in the WPD testing process, either failing a stage or not scoring high enough on the written test to secure placement near the top of the hiring list. This reality has contributed to an overall lack of diversity in hiring.

WPD recognizes the irrefutable benefits of diversity amongst the rank and file and is committed to employing, “sworn officers who reflect the ethnic and gender composition of the city they serve” as a policy². Unfortunately, despite sincere efforts to increase diversity in the ranks, more than 90% of the 92 officers on WPD are white males, serving a city where 25% of the official population is non-white.

Gender presents another challenge to diversity. Currently, there are only three female officers on WPD, and none of them are assigned to road patrol. This fact minimizes the likelihood of encountering a female officer in the community.

One final note regarding recruitment: most of the current members of WPD are not from the city. While this should not be misinterpreted to suggest that applicants from other communities cannot perform effectively and efficiently with the dedication we expect, native-born officers are obviously more knowledgeable about the community and the people. There is something to be said about a familiar face during times of crisis. Finally, in the midst of an economic recovery the city may have an interest in providing opportunities for its own qualified sons and daughters first.

WPD will allocate \$5,427.00 of JAG 2017 funding toward recruiting efforts, with particular focus on attracting minority applicants, female applicants, and city-resident applicants. The department will use

² WPD Policy and Procedures, 200.01 – Recruitment and Selection of Police Officer Candidates

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Local Solicitation 2017-H2851-RI-DJ

funds for advertising in minority communities and organizations. With the assistance of community leaders, the department will also organize informational conversation sessions to help with any apprehension brought on by socialized perceptions.

Funding will also be used to help all candidates prepare for the testing process. Applicants will be offered free seminars that will explain the overall testing process and stages. Applicants will receive guidance on studying and taking the written test, as well as given a preview of what types of questions to expect. Applicants will also be offered mock fitness tests, allowing them to gauge their physical readiness and to prepare mentally.

“Police, at all times, should maintain a relationship with the public that gives reality to the historic tradition that the police are the public and the public are the police; the police being only members of the public who are paid to give full-time attention to duties which are incumbent on every citizen in the interests of community welfare and existence.”

- Sir Robert Peel -

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Local Solicitation 2017-H2851-RI-DJ

BUDGET NARRATIVE

I - COMMUNITY POLICING PROGRAMS

A. *Citizen's Police Academy*

- Supplies: paper, ink, certificates, etc. - \$1,000.00
- Instructor Compensation (\$50.00 per/hr X 140 hours) \$7,000.00

Citizen's Police Academy Sub-total - \$8,000.00

B. *Bicycle Patrols*

- Officer compensation (\$50.00/hr X 300 hours)
\$15,000.00

Bicycle Patrol Sub-total - \$15,000.00

C. *Police Explorers*

- Uniforms (15 uniforms @ \$100) \$1,500.00
- Officer compensation (\$50/HR x 60 hours) \$3,000.00
- Activity Funds \$1,500.00

Police Explorers Sub-total - \$6,000.00

D. *Youth Program*

- Activities \$3,000.00
- Officer compensation (\$50/hr X 60 hours) \$3,000.00

Youth Program Sub-total - \$6,000.00

Community Programs Total - 35,000.00

II - SPANISH FOR LAW ENFORCEMENT

Rosetta Stone Program

- 15 licenses @ \$400.00 6,000.00
- Training 1,000.00

Spanish for Law Enforcement Total - 7,000.00

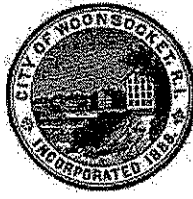
BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Local Solicitation 2017-H2851-RI-DJ

III - RECRUITING / DIVERSITY

• Supplies: paper, ink	\$500.00
• Advertising	\$800.00
• Instructor Compensation (\$50/hr X 80 hours)	\$4,000.00
• Testing samples	\$127.00

Recruiting / Diversity Total - 5,427.00

TOTAL: \$47, 427.00



17 CO 61

☎P-401-767-9201 F-401-766-9312

✉ jdesimone@woonsocketri.org

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

September 18, 2017

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

RE: Claim for Property Damage of Paul Millette
129 Lemay Road, Woonsocket, RI 02895

Dear Councilors:

This claim for property damage arises out of an incident that occurred on August 21, 2017. Mr. Millette's front door was damaged by a flashlight used by a City police officer knocking to investigate reports of a suspicious vehicle parked in the area of his home. There are pictures attached showing the damage to his front door.

Mr. Millette was only able to obtain one estimate. He called multiple contractors but the one attached for \$850.00 from W. Rogers Remodeling was the only one to respond, come visit his home and provide an estimate. As the officer's knocking manner did damage Mr. Millette's door, I am recommending approval of this claim in the amount of \$850.00.

I would be happy to answer any questions you may have.

Sincerely,

John J. DeSimone, Esq.
City Solicitor

JJD/ps
Attachments

Capt. Todd Boisvert

From: Lt. John R. Picard
Sent: Wednesday, August 23, 2017 11:47 PM
To: Capt. Todd Boisvert
Cc: Lt. John R. Picard
Subject: Property Damage (17-5185-OF)

Capt.,

Paul Millette, 129 Lemay Road, came into the station last night. He said that on Monday night his property was damaged by the police. Millette told Sgt. Marcos that officers knocked on his front door and left a series of dents in it. Sgt. Marcos went to his house and viewed the damage. He took a couple of photo's that I have attached to this correspondence.

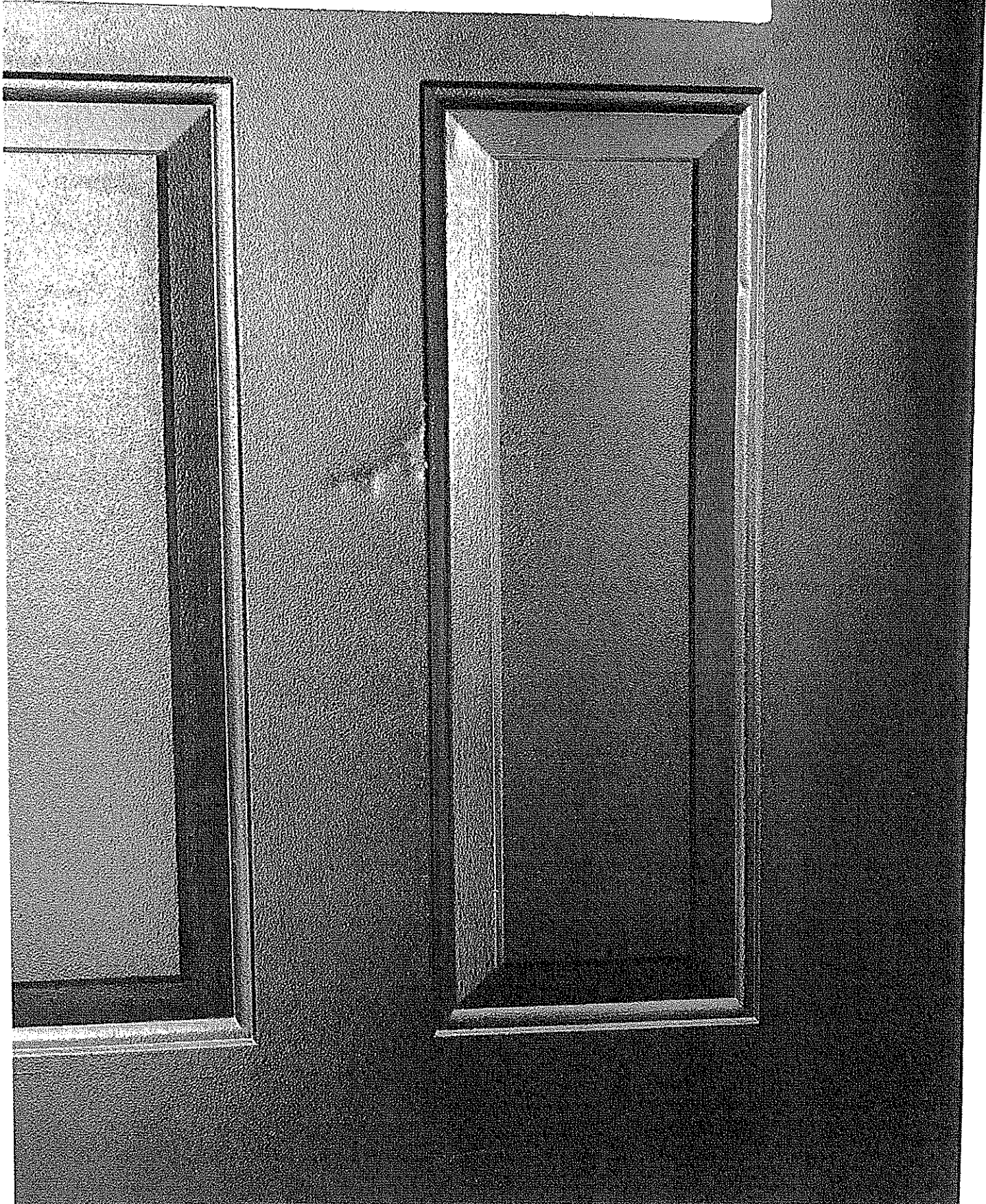
Officers Berthelette and Whiting responded to the address to investigate a suspicious vehicle complaint. I spoke to them separately. Berthelette documented the incident in report number 17-5185-OF. He recalled knocking on Milettes' front door with his flashlight. He was unaware that he caused the damage. Neither Jay nor Scott felt that the knocking was overly vigorous.

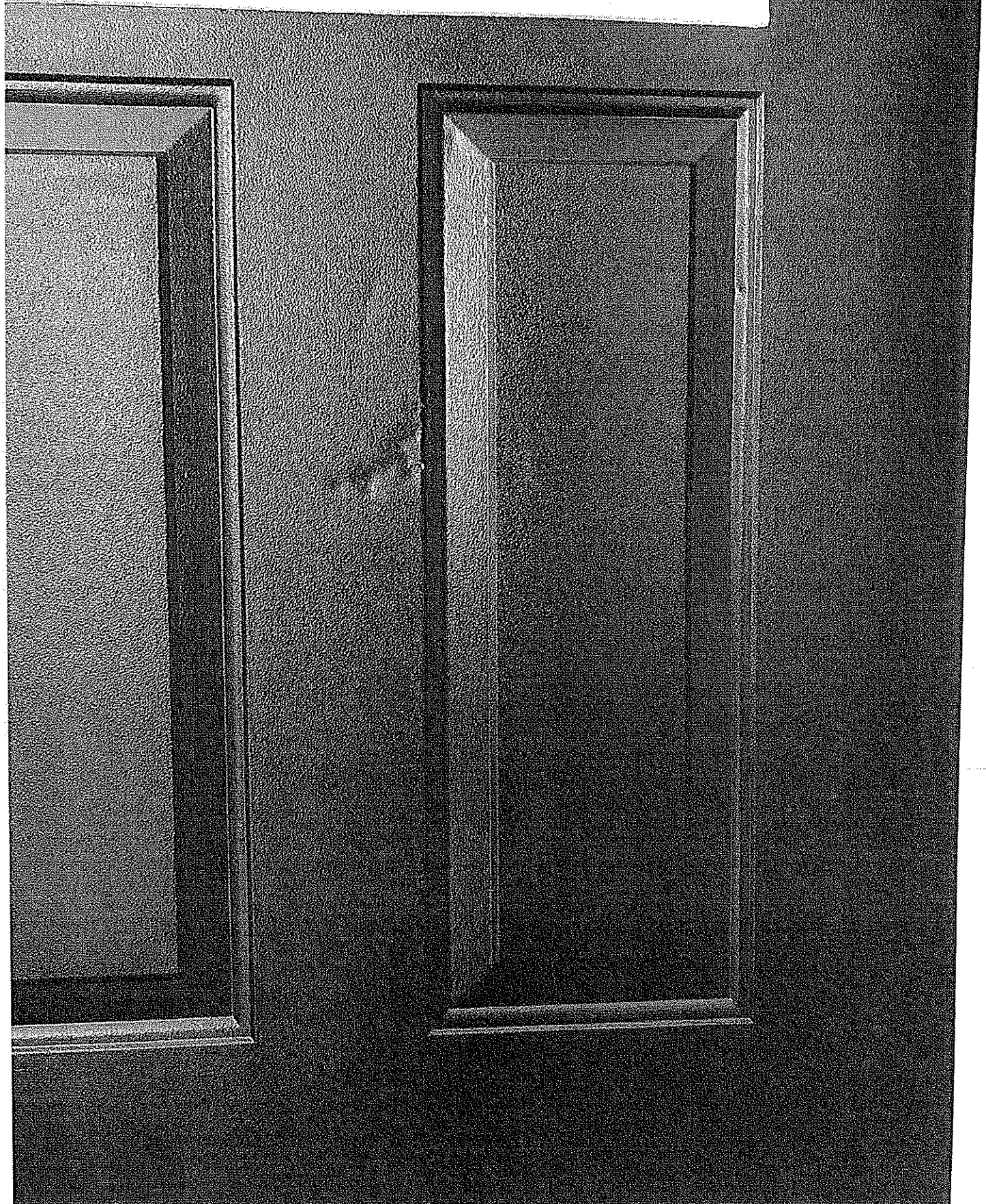
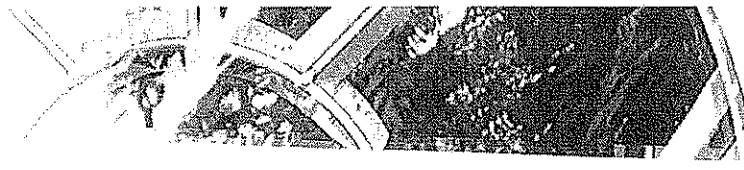
I'm confident that the damage was unintentional. Nonetheless, I've asked Jay and the other officers to refrain from using their flashlights to knock on doors unless compelling circumstances dictate otherwise.

Mr. Millette estimates the damage to be around \$250. His phone number is: 508-341-6220.

Respectfully submitted,

John R. Picard





W. Rogers Remodeling

401 585 3306

Contractor Registration # 26451

wrogersremodeling@gmail.com

For
Paul Millette

129 Lemay Road

Woonsocket, RI

02895

Estimate

- Remove existing damaged exterior door and dispose
- Install new exterior door

Cost of project \$ 850.00

Respectfully submitted,

William Rogers

LIQUOR LICENSE APPLICATION

17 LC 36

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895

DATE: 4/8/17

ADVERTISING FEE: \$225.00

LICENSE FEE: \$1,000.00

Amal Corporation
(Name of Corporation or Individual)

NEOS Greek Restaurant
(d/b/a, if any)

480 Cass Ave Woonsocket, RI respectfully prays
(Location of Establishment)

(WITH EXTENSION TO FRONT OF BUILDING)

to hold a CLASS BV LIQUOR LICENSE to expire on _____.

✓ Phone Number: 617-784-9456 Mail License to: Sophia Islam
27 Marcus Rd. Sharon MA.

MUST APPEAR IN CITY COUNCIL ON: 9/18/17, 2017

✓ [Signature] _____, 20____
Signature of Applicant Email Address Spotsidis@gmail.com

✓ Sophia Islam _____
Print Name Cell Phone # 617-784-9456

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

In City Council

In City Council
SEPT. 18, 2017

Read and ordered advertised.

Petition

Date Paid: 7/27/2017
ADV. CK # 559 - \$ 225.00
(47)

Date Issued: _____

Board of License Commissioners

Application For License By Corporation

RETAILER CLASS:

A ___ BH ___ BM ___ BT ___ BV BL ___ C ___ D ___ DL ___ E ___ J ___ T ___ (2:00 a.m. ___)

Name of Applicant (Corporation Name) Amal Corporation

D/B/A: NEOS

Address of Premise: 480 Cass Ave.

Incorporated in what State? RI Date of Incorporation: 3/31/17

Name, Address and Telephone Number of all Officers:

President: Sophia Islam (27 Marcus Rd, Sharon MA) 617 784-9

Vice President: ↓

Secretary: ↓

Treasurer: ↓

Name and Addresses of all Directors or Board Members:

Sophia Islam (27 Marcus Rd, Sharon, MA)
↓

Classes of Stock:

(a) Amount of Each Authorized: 100%

(b) Amount of Each Issued: 100%

Names and Addresses of all Registered Owners of each class and amount owned: (attach list if necessary)

If any of the above stock is hypothecated or pledged provide details:

If application is in behalf of undisclosed principal or party in interest, give details:

Does applicant own premises? Yes <input checked="" type="checkbox"/> No ___	Is property mortgaged? Yes ___ No <input checked="" type="checkbox"/>	Is property leased? Yes ___ No <input checked="" type="checkbox"/>
---	---	--

Give name and address of Mortgagee or Lessee and amount of extent:

Have any Officers, Board Members or Stockholders ever been arrested or convicted of a crime?

YES _____ NO If YES explain: _____

Is any other business to be carried on in Licensed Premises?

YES _____ NO If YES explain: _____

Is any Officer, board Member or Stockholder engaged in any manner as a Law Enforcement Officer?

If YES explain: _____

Is Applicant or any of its officers, Board Members or Stockholders interested directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Chapter 3-7 of the General Laws of Rhode Island, 1956, as amended?

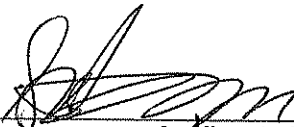
If YES explain: _____

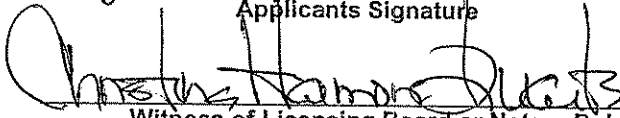
Is Applicant the owner or operator of any other business? If YES explain: Yes
EL CENTRO Restaurant, Boston MA

State amount of capital in the business. \$50,000

Does applicant have draft system? YES _____ NO

I hereby certify that the above statements are true to the best of my knowledge and belief.



Applicants Signature


Witness of Licensing Board or Notary Public

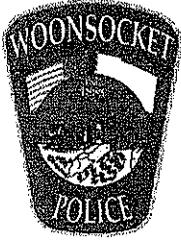
07.27.17

Date
7/27/2017

Date of Witness or Notary Expiration

Instructions for Corporation Applicants

1. Every question on Application Form must be answered. Any false statement made by the applicant will be sufficient ground for the denial of the application or the revocation of the license in case one has been granted.
2. Corporations having 25 or more stockholders need not file a list of the names and addresses of stockholders.
3. Attention is called to the requirements of the 1963 amendment of Section 3-5-10 of the General Laws.
 - (a) All newly elected officers or directors must be reported to the Board of License Commissioners within 30 days.
 - (b) Any acquisition by any person of more than ten percent (10%) of any class of corporate stock must be reported within 30 days.
 - (c) Any transfer of fifty percent (50%) or more of any class of corporate stock can be made only by written application to the licensing board subject to the procedures for a transfer of a license.
4. Submit with this application a copy of proposed menu. (Class BV; BL)
5. Submit with this application a copy of Pharmacist's Department of Health License. (Class E)



Woonsocket Police Department

242 Clinton Street • Woonsocket, Rhode Island 02895

Telephone (401) 767-8821 • Fax (401) 766-8897

Bureau of Criminal Identification

August 1, 2017

To Whom It May Concern:

A check of the Criminal History Record of the State of Rhode Island on file with the Woonsocket Police Department on the above date shows that:

NAME: Rabiul Islam

Date of Birth: January 1, 1971

MA Driver License: S63654241

DOES NOT HAVE A CRIMINAL RECORD IN RHODE ISLAND.

Respectfully submitted,

A handwritten signature in cursive script that reads "Terri Eason".

Terri Eason, Police Clerk
Woonsocket Police Department
BCI and Records Division
401-767-8823

**City Council
Woonsocket, RI**

Application to sell beverages in accordance with Section 3-5-17 of the
General Laws of Rhode Island has been made at the office of the City Clerk as follows:

APPLICATION FOR CLASS BV LIQUOR LICENSE

AMAL CORPORATION d/b/a Neos Greek Restaurant, 480 Cass Avenue.

The Woonsocket City Council will hold a public hearing in Harris Hall, 169 Main Street on
Monday, September 18, 2017 at 7:00 PM. All persons interested and wishing to be heard are
invited to attend.

Christina Harmon-Duarte
Clerk of the City Council

Publish August 7 & 14, 2017
Charge City Council
Legal Ad

NO SPACES ON THIS AD

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F LIQUOR

Connecting for Children & Families, 42 South Main Street (9/27/2017)

HOLIDAY LICENSE

Ebenezer Wireless Inc d/b/a Metro PCS, 273 South Main Street

TRANSFER LICENSES

AUTOMOBILE JUNKYARD

Privilege Street Auto, 55 Privilege Street

SECOND HAND DEALER

Privilege Street Auto, 55 Privilege Street

RENEWALS

PRIVATE DETECTIVE

Daryl Jamieson, 290 Park Avenue

QUARTERLY ENTERTAINMENT

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

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

Chan's Fine Oriental Dining, Inc., 267 Main Street (Live Band, DJ, Karaoke)

Cowboys, 350 River Street (Live Band, DJ, Karaoke)

Fairmount Post #85, 870 River Street (Live Band, DJ, Karaoke)

Harnois Barnabe Arel Amvets Club, Inc. 842 Social Street (Live Band, DJ, Karaoke)

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

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

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

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

TATTOO LICENSE

Renaissance Tattoo Studio Inc, 32 Main Street

September 8, 2017

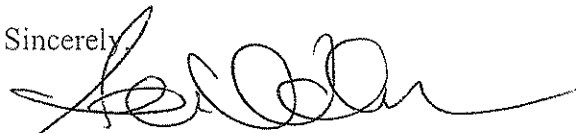
Ms. Christina Harmon-Duarte
City clerk
City of Woonsocket
169 Main Street
Woonsocket, RI 02895

Re: September 18, 2017 City Council Meeting

Dear Ms. Duarte,

Pursuant to Chapter 2, Section 10 of the Home Rule Charter, please be advised I respectfully request that myself and our Vice President, Robin Salome, be heard at the September 18, 2017 City council meeting regarding: Healthcare for our 670 members, staffing, and open positions funded and not being filled, and safety and training issues. Also, knowledge of what our 670 union members actually do for the City and the concessions we have all given in past contracts.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Walker", written over a horizontal line.

Jim Walker, President, Local 670

Cc: John Burns, Council 94 AFSCME
John DeSimone, City Solicitor

CH2M

11 Cumberland Hill Rd

Woonsocket RI 02895

Tel 401.356.1468

Fax 401.356.1478

September 1, 2017

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

Subject: August 2017 Odor Report

Dear Councilors,

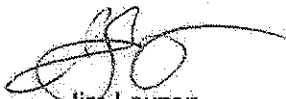
There were three odor complaints filed with the Woonsocket Regional Wastewater Commission during the month of August 2017. The annual total stands at twenty (20).

CH2M meets with the City and Synagro on a weekly basis to coordinate operations and to discuss odor and noise complaints and the related causes, facility issues, new odor control products and any other issues that arise.

I've attached graphs of monthly odor complaints received since January of 2014 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,

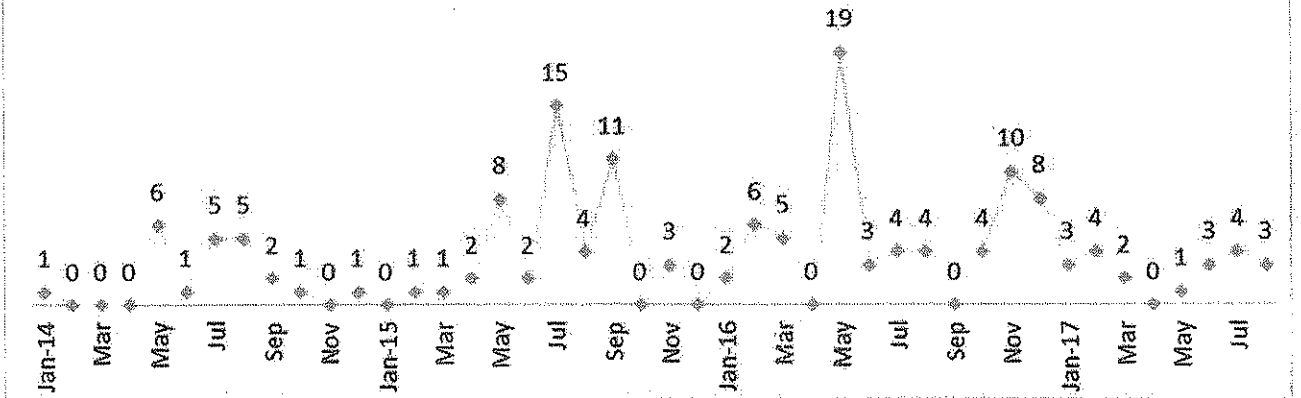


Jim Lauzon
CH2M Project Manager

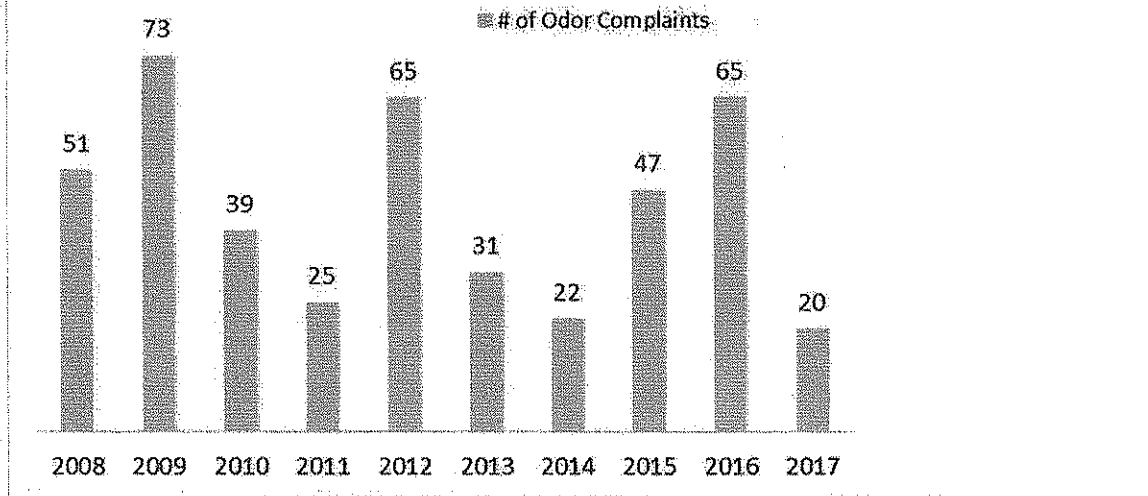
cc: Steve D'Agostino, City of Woonsocket
Jon Pratt, City of Woonsocket
Christina Duarte, City of Woonsocket
Kevin Handley, Synagro Assistant Plant Manager
Nick Quigley, Synagro Plant Manager
Alex Pinto, RIDEM, Office of Water Resources
Laurie Grandchamp, RIDEM, Office of Air Resources
Chris John, RIDEM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

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

Woonsocket Odor Complaints by Month



Woonsocket Odor Complaints by Year





Report Criteria

- Complete is between '8/1/2017' AND '8/31/2017'
- Repair Center is Woonsocket
- Problem is Odor Complaint, Odor Complaints or Odor Complaints

UDF Field 6: 8/2/2017

Date/Time of Complaint: 8/2/2017 8:00:00 AM
 Work Order #: WOO-1143288
 Customer Name: Anonymous
 Day: Wednesday
 Address: Hamlet @ Park Ave.
 Reason: Smells like shit
 Labor Report: CH2M - Odors coming from Primary Clarifier #2. Septic conditions due to recent issues with dewatering. 0.3 H2S at the primary, 0 at other locations.
 Synagro - Inspected facility, no unusual odors.
 Wind Direction: W
 Wind Speed: 3 mph, gusts 8 mph
 Temperature: 71 deg F

UDF Field 6: 8/3/2017

Date/Time of Complaint: 8/3/2017 1:40:00 PM
 Work Order #: WOO-1143868
 Customer Name: Lauzon, James
 Day: Thursday
 Address: 372 Congress St.
 Reason: Smells like cake on Cumberland Hill Rd.
 Labor Report: CH2M - Floating sludge in primary clarifier #2 due to intermittent inability to remove sludge. Took #2 offline and began emptying/cleaning it. 0.3 H2S reading on Jerome meter by primary clarifiers.
 Synagro - Cake pit full.
 Wind Direction: NNW
 Wind Speed: 3 mph, gusts 14
 Temperature: 63 deg F

UDF Field 6: 8/6/2017

Date/Time of Complaint: 8/6/2017 11:30:00 AM
 Work Order #: WOO-1145327
 Customer Name: Joe Brillion
 Day: Sunday
 Address: 292 Cumberland Hill Rd
 Reason: Smells like cake
 Labor Report: CH2M - Dewatering primary clarifier #2 due to an overload of solids for several days.
 Synagro
 Wind Direction: S
 Wind Speed: 2 mph, gusts 31
 Temperature: 75 deg F

James Cournoyer
183 Glen Road
Woonsocket, RI 02895

September 14, 2017

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

Delivered via email to cduarte@woonsocketri.org

RE: September 18, 2017 City Council Agenda Items

Dear Madam Clerk:

Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the September 18, 2017 meeting, please be advised that I would like to address the following:

- 1 – Zoning and the Woonsocket Zoning Board of Review
- 2 – Minimum Housing / Fire Code enforcement
- 3 - "Fire watch" order and costs re 99 – 117 Main Street

Thank you.



James Cournoyer

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

September 13, 2017

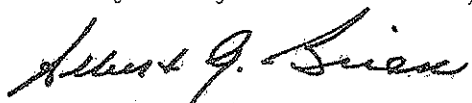
Ms. Christina Harmon-Duarte
City Clerk
City of Woonsocket
City Hall – 169 Main Street
P.O. Box B
Woonsocket, Rhode Island 02895

Re: September 18, 2017 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 18, 2017 City Council meeting regarding: Zoning Ordinance – ZBR Application Protocol & \$90,000,000. Police & Fire Pension Bond.

Thank you for your consideration,



Albert G. Brien

/agb



CITY OF WOONSOCKET
RHODE ISLAND

LEGISLATIVE DEPARTMENT
COUNCILMAN
DANIEL M. GENDRON

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

September 14, 2017

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

Delivered via email to cduarte@woonsocketri.org

RE: Agenda Items for September 18, 2017 Council Meeting

Dear Madam Clerk,

Please include this letter in the September 18, 2017 City Council meeting agenda and docket under Section 10, Communications and Petitions, as I would like to discuss the below noted items at the meeting.

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

1. LED Lighting Conversion.
2. City Owned Blighted Property.
3. Blackstone River Bank Park Benches.
4. River Street Mills/Disabled Vehicle Storage.

Thank you,

Daniel M. Gendron



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 14, 2017

CITY CLERK MS. CHRISTINA HARMON-DUARTE

RE: September 18TH, 2017 CITY COUNCIL MEETING

DEAR MADAME CLERK;

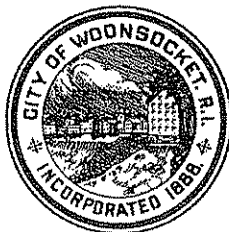
I RESPECTFULLY REQUEST THAT THE FOLLOWING ITEMS BE LISTED ON THE AGENDA OF THE BELOW REFERENCED CITY COUNCIL MEETING ON September 18TH, 2017 UNDER SECTION 10, COMMUNICATIONS AND PETITIONS.

1. PROPERTY TAXES PAID BY WOONSOCKET NEIGHBORHOOD DEVELOPMENT CORPORATION.
2. NOTICE OF HEARING ON SEPTEMBER 11TH 2017 COMBINED PRELIMINARY PLAT AND FINAL PLAN REVIEW.
3. MAYOR AND CHIEF OFFER \$200.00 REWARD FOR GRAFFITI INFORMATION.
4. RI H5921 HAWKERS, PEDDLERS AND DOOR TO DOOR SALES PEOPLE.
5. AUTUMNFEST GRAND MARSHAL RECEPTION HONORING FIRE CHIEF PAUL A. SHATRAW
TUESDAY, SEPTEMBER 26, 2017 6:00 PM – 8:00 PM

RESPECTFULLY

RICHARD J. FAGNANT WOONSOCKET CITY COUNCILMAN

**City of Woonsocket
Rhode Island**



August 30, 2017

Ordinance

ESTABLISHING A MAXIMUM BUILDING PERMIT FEE
FOR PROPERTY AT 357 PARK PLACE, WOONSOCKET,
RHODE ISLAND [WOONSOCKET ASSESSOR'S PLAT 27, LOT 113]
TO BE PURCHASED & REDEVELOPED BY
WOONSOCKET PARK PLACE, LLC.

Chapter

- Whereas:** the City of Woonsocket intends to enter into a purchase and sales agreement for the sale and redevelopment of the Former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island, a/k/a Woonsocket Assessor's Plat 27, lot 113, to Woonsocket Park Place, LLC; and
- Whereas:** Woonsocket Park Place, LLC, intends to purchase and redevelop the Former Woonsocket Middle School into 'high end' apartments and remove the structure from its endangered status; and
- Whereas:** Woonsocket Park Place, LLC, intends to expend upwards of \$13,000,000 in acquiring and redeveloping the Former Woonsocket Middle School structure; and
- Whereas:** Woonsocket Park Place LLC, has requested that the Woonsocket City Council place a maximum limit on the cost of building permits to be charged for the building, electrical, plumbing and mechanical permit fees charged to Woonsocket Park Place LLC, resulting from such acquisition and redevelopment; and
- Whereas:** Woonsocket Park Place LLC is intent upon using the "128" inspection methodology;

**Now Therefore Be It Ordained By The City Council
Of The City of Woonsocket, Rhode Island, As Follows:**

Section 1 • Legislative Findings: It is the finding of the Woonsocket City Council that, in consideration of the acquisition and redevelopment project to be undertaken by Woonsocket Park Place, LLC, it is reasonable and sound to place a maximum limit on the cost of building, electrical, plumbing and mechanical permits issued to Woonsocket Park Place, LLC for the redevelopment of the Former Woonsocket Middle School property.

Section 2 • Limit Authorization: The City Council of the City of Woonsocket, Rhode Island hereby agrees that a maximum limit on the cost which would normally be charged for building, electrical, plumbing and mechanical permits as well as the Fire Prevention Plan Review Fee at §8-34-2 of the *Code of Ordinances of the City of Woonsocket*, which are required to be applied for as part of the redevelopment of the Former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island, shall be fixed at fifty percent (50%) of the charge which would otherwise be charged were not this legislation enacted.

Section 3 • Authorization to Charge: The Building Official of the City of Woonsocket, or his employees, agents or assigns are hereby authorized to limit the cost of any building, electrical, plumbing or mechanical permit issued by the Division of Inspection Services to charge a limit of fifty percent (50%) of the fee that would ordinarily be charged for such permits to be issued. Similarly, the Fire Chief of his employees, agents or assigns are hereby authorized to charge a limit of fifty percent (50%) of the fee that would ordinarily be charged for such services.

Section 4 • Specific Exclusions:

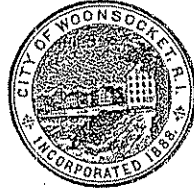
This limitation shall not apply to that portion of the building permit charge known as the “State CE/ADA Surcharge” which is governed by the State Building Code Commission, and/or any fees required for plan review or inspections involved in the administration of the Rhode Island State Fire Safety Code by the Woonsocket Fire Department; nor shall this exemption or limit apply to any other fees or charges not wholly governed by the City of Woonsocket, including but not limited to fees charge by the Woonsocket Water Department or the Woonsocket Regional Wastewater System.

Section 5: Effective Date: This Ordinance shall take effect immediately upon its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Daniel M Gendron, President

IN CITY COUNCIL September 5, 2017 – Read by title and passed for the first time.

City of Woonsocket Rhode Island



September 5, A.D. 2017

Ordinance

Chapter

AUTHORIZATION TO SELL THE PROPERTY LOCATED AT 707 PARK AVENUE, WOONSOCKET, RHODE ISLAND

- WHEREAS,** the City of Woonsocket (the "City") purchased the property located at 707 Park Avenue, Woonsocket, Rhode Island (the "Property") on June 27, 2007 at tax sale for Forty-Three Thousand Six Dollars and Ninety-Six Cents (\$43,006.96) (See Exhibit A attached hereto); and
- WHEREAS,** the structure on the Property had fallen into serious disrepair and was deemed an unsafe structure by the City; and
- WHEREAS,** the City initiated foreclosure proceedings in Providence Superior Court and obtained legal and equitable title to the Property effective January 25, 2017; and
- WHEREAS,** the City demolished the Property in August 2017 for the approximate cost of Thirty Thousand One Hundred Sixty-Six Dollars (\$30,166.00); and
- WHEREAS,** the City has an interested buyer who has agreed to pay Fourteen Thousand Dollars (\$14,000.00) for the Property.

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

- SECTION 1.** The City Council agrees to sell the property located at 707 Park Avenue, Woonsocket, Rhode Island to Michael Pimental, 717 Park Avenue, Apartment 2 Front, Woonsocket, Rhode Island for the amount of Fourteen Thousand Dollars (\$14,000.00).
- SECTION 2.** The City Council authorizes the Mayor and/or her designee to sell the property located at 707 Park Avenue, Woonsocket, Rhode Island for the amount of Fourteen Thousand Dollars (\$14,000.00) and to execute any and all documents to perform the same including a deed with the stipulation that the parcel is to be administratively merged with the property located at 717 Park Avenue, Woonsocket, Rhode Island and that any building constructed on the Property has to be an ancillary use.

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.

Christopher Beauchamp
City Council

IN CITY COUNCIL September 5, 2017 – Read by title, amended and passed for the first time, as amended. (Delete Section 2 in its entirety and replace with attached amendment)

Amendment to SECTION 2 of Ordinance 17 O 64

The City Council authorizes the Mayor and / or her designee to sell the property located at 707 Park Avenue, Woonsocket, Rhode Island for an amount not less than Fourteen Thousand Dollars (\$14,000.00) and to execute any and all documents to perform the same including a deed that shall contain the following stipulations and restrictions:

- a) The subject parcel is to be administratively merged with the property located at 717 Park Avenue, Woonsocket, Rhode Island, and
- b) Any building constructed on the subject property shall be for an ancillary use only. For the avoidance of doubt, an ancillary use shall not include a residential dwelling unit.
- c) The subject parcel shall in no way be used for residential construction nor shall the subject parcel be used in any manner to enhance or expand the otherwise allowable residential density of the lot to which it is merged.

INST: 00141276
 BK: 1757 Pg: 257

CORRECTIVE TAX COLLECTOR'S DEED

The purpose of this deed is to correct a prior Tax Collector's deed dated July 12, 2007 and recorded in Book 1675 at Page 39.

WHEREAS, an assessment and collection of a tax on real estate for the year 2006 and prior, inclusive, was duly ordered by the City of Woonsocket, and the same was ordered to be levied on the ratable property of said City, and to be collected; and

WHEREAS, the Tax Assessor of said City did assess and apportion said tax on the inhabitants of said City, and the ratable property therein each of said year; and

WHEREAS, said Tax Assessor did assess a tax upon Conley Properties LLC, 180 Allens Avenue, Providence, RI 02903, on lot numbered 181 on Assessor's Plat 16E for the City of Woonsocket, for the year 2006; the total amount of the taxes due on said lot for the year 2006 being as follows:

YEAR	ASSESSOR'S PLAT	LOT NUMBER	TAX
2006	16E	181	\$37,519.12

WHEREAS, the taxes on lot numbered 181 on Assessor's Plat 16E for the City of Woonsocket have not been paid, and,

WHEREAS, Carol A. Touzin, City Treasurer and Collector of Taxes of the City of Woonsocket, gave due and legal notice for three weeks in the Woonsocket Call, a newspaper published in said City, and did post up printed notices on bulletin boards in City Hall, at McFee Memorial Building in said City, and at the Woonsocket Harris Public Library in said City and at the City Treasurer's Office in said City, that the estate described in said notice (of the levy upon which notice was therein given) or so much thereof as would pay said taxes with interest, costs and expenses thereon, would be sold at public auction in the second floor conference room at said City Hall in said City, on June 27, 2007 at 1:00 P.M. Local Time; and

WHEREAS, said Carol A. Touzin, City Treasurer and Collector of Taxes, did cause notice of the time and place of said sale to issue to all known persons or corporations having an interest in said estate, upon whom said notice was duly served not less than ninety (90) days and again by certified mail not less than forty (40) days previous to said day of sale; and

WHEREAS, said Carol A. Touzin, City Treasurer and Collector of Taxes, did cause notice of the time and place of said sale to issue Rhode Island Housing and Mortgage Finance Corporation via hand delivery on March 27, 2007 and to the Rhode Island Department of Elderly Affairs, if applicable on March 27, 2007 via first class mail and on May 16, 2007, via certified mail, return receipt requested.

WHEREAS, at the time and place of said sale, no bid equal to the taxes and charges was made on said lot number 181 on said Assessor's plat 16E.

WHEREAS, Carol A. Touzin, City Treasurer and Tax Collector, did then and there give public notice to the persons present at said sale that no such bid was received, and made public declaration of the fact, and thereupon said Carol A. Touzin, City Treasurer and Tax Collector, gave public notice to the persons present at said sale that she purchased for the City of Woonsocket the said lot numbered 181 on Assessor's Plat 16E, the same being the amount of said taxes remaining unpaid*, costs and expenses as follows:

ASSESSOR'S PLAT	LOT	YEAR	TAX	COSTS	TOTAL
16E	181	2006	\$37,519.12	\$5,487.84	\$43,006.96

* Subject to accumulated interest on unpaid taxes

NOW, THEREFORE, I, Carol A. Touzin, City Treasurer and Collector of Taxes of the City of Woonsocket, in consideration of the sum of \$43,006.96 do hereby grant to the said City of Woonsocket the following certain lot or parcel of land:

PLAT #16E LOT #181
Property Address: 709 Park Avenue

IN WITNESS WHEREOF, I, Carol A. Touzin, City Treasurer and Collector of Taxes for the City of Woonsocket, State of Rhode Island, in my capacity as said City Treasurer and Collector of Taxes, have hereunto set my hand caused the corporate seal of the City of Woonsocket to be hereunto affixed, thereunto duly authorized, the 19th day of August, 2008.

Carol A. Touzin

Carol A. Touzin
City Treasurer and
Collector of Taxes

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Woonsocket, on the 19th day of August, 2008, before me personally appeared Carol A. Touzin, 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 her free act and deed in her capacity as aforesaid, and the free act and deed of the City of Woonsocket, Rhode Island.

Andrea H. Bickel

Notary Public #38718
ANDREA H. BICKEL
MY COM. EXP. 3/30/10

Received in Woonsocket R.I.
Date Aug 19, 2008 Time 11:50:01A
Pauline S. Pigneur, City Clerk

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

CITY OF WOONSOCKET

VS.

PM 16-4945

FELLO SECURITIES, RIGP., ESTATE
OF JUANA VILLALONA DEREYES
a/k/a Juana C. Villalona, it's unknown
heirs at law or devisees, STATE OF
RHODE ISLAND-DIVISION OF
TAXATION

**FINAL DECREE IN TAX LIEN CASE
STATE OF RHODE ISLAND SUPERIOR COURT**

This cause came on to be heard before Justice Lilib
on **January 25, 2017** and after hearing thereon, it is hereby:

ORDERED, ADJUDGED AND DECREED

That all rights of redemption are forever foreclosed and barred under the deed given by the Tax Collector/City Treasurer of the **City of Woonsocket** in the County of **Providence** and State of Rhode Island, dated **07/12/07** and duly recorded in **Book 1675, at Page 39**, and as later affected by corrective instrument in **Book 1757, at Page 257**. The legal and equitable title to the property located at **709 Park Avenue** in the City of **Woonsocket** being **Plat 16E, Lot 181**, is hereby vested in the Petitioner.

ENTERED as a Judgment of this Superior Court this 25th day of January 2017.

ENTER:

ORDER:

Justice

1/25/17

Clerk

1/25/2017

Presented By:

Adam J. Rose, Esq.
1226 Charles St.
N.Providence, Rhode Island

**City of Woonsocket
Rhode Island**



Date: August 22, 2017

Ordinance
Chapter

**In Amendment of the Code of Ordinances,
City of Woonsocket, R. I. Appendix C, Entitled "Zoning"
regarding "Various Technical Changes"**

**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:

In the Use Chart, 4.4. Residential Uses the following changes will be effective:

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
10. Rooming Houses	NP	NP	NP	S	S	NP	NP	NP	NP	NP	NP	NP
11. Boarding Houses	NP	NP	NP	S	S	NP	NP	NP	NP	NP	NP	NP

Section 18.1. shall be amended by removing the current definition and replacing it with the following wording:

(15) Boarding, lodging or rooming house: A residential use housed in a single structure or in part of a dwelling where no fewer than six (6) but not more than ten (10) unrelated persons are let or sublet lodging in private rooms or quarters not constituting dwelling units for definite periods of time, and where there are no overnight stays by transient guests. The building shall be occupied by the owner of the property or the manager of the use. Meals may or may not be provided, but only one common kitchen facility shall exist and no meals shall be provided by the establishment to members of the general public not lodged in the establishment. Boarding or rooming houses shall not include hotels, motels, inns, sorority, fraternity and cooperative residences, dormitories, or convalescent homes, nursing homes, rest homes, or group residences licensed or regulated by agencies of the State of Rhode Island. Boarding, lodging, or rooming houses shall abide by all applicable state and local laws and regulations governing lodging houses, boarding houses, or rooming houses.

(86) Rooming houses. See Boarding, lodging or rooming house.

SECTION 2. *Section 15.10 Expiration of Variance or Special Use Permit shall be amended by adding the following:*

15.10. Expiration of Variance or Special Use Permit. A variance or special use permit shall expire one (1) year from the date of granting by the board unless the applicant exercises the permission granted or receives a permit to do so and commences the construction or use so granted. The zoning board of review may, upon receipt of an application for extension, grant an extension, provided that no more than one (1) extension for a period of one (1) year shall be granted. An application for an extension shall be in the form of a petition outlining the original variance or special use permit grant, and together with a notarized letter of explanation as to the reasons for the delay in implementing said variance or special use permit thereof. Such a request shall be filed in with the zoning officer prior to the expiration of the grant, and the applicant shall appear at a designated meeting for explanation of the details surrounding the request for an extension of the originally granted application.

SECTION 3. *Section 16.7 Filing fees for appeals before the zoning board of review shall be as follows: by addition thereto the following:*

- Expiration of Variance or Special Use Permit, two hundred fifty-dollars (\$250.00) plus associated costs.

SECTION 4. The City Council was scheduled and held a public hearing to consider this ordinance within sixty-five (65) days of receipt, and has given notice of said hearing by publication in the *Woonsocket CALL* at least once each week for three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice is to 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 that such notice:

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

SECTION 5. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above is to be sent by the City Clerk to the Associates Director of the Division of Planning of the Rhode Island Department of Administration.

SECTION 6. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 2 is to be sent by the City Clerk by first class mail to the city or town council of any city or town to which one (1) of the following applies:

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

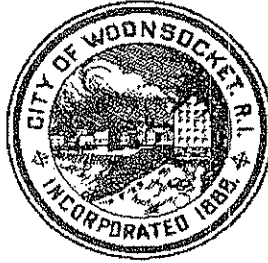
SECTION 7. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above was sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company that has riparian rights to a surface water source and/or surface watershed that is used or is suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of a proposed zoning change, provided however, that the governing body of any state or municipal water department or agency has filed with the Building Inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

SECTION 8. This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect immediately 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 me hereby repealed.

Richard J. Fagnant, Councilor

IN CITY COUNCIL September 5, 2017 - Read by title and tabled.

City of Woonsocket
Rhode Island



ORDINANCE
CHAPTER

August 22, 2017

AMENDING CHAPTER 12 ENTITLED 'HOUSING'
ARTICLE XII, ENTITLED "ROOMING HOUSES"
AND 13.37 OF THE CODE OF ORDINANCES OF THE
CITY OF WOONSOCKET, RHODE ISLAND,
ENTITLED "LICENSING OF ROOMING HOUSES"

Section 1. ARTICLE XII. ROOMING HOUSES shall be amended as follows:

Sec. 12-227. Rooming houses.

No person shall operate, or permit to be occupied, a rooming, boarding or lodging house which does not comply with the requirements of this article. (Ch. No. 1758, Sec. 12, 2-4-63)

Sec. 12-228. Applicability of previous sections.

(a) The provisions of sections 12-139, 12-153, 12-154, 12-155, 12-176, 12-177, 12-194, 12-214, 12-215 and 12-216 shall be applicable to each rooming, boarding or lodging house and rooming, boarding or lodging unit. For purposes of this article, wherever in the above-enumerated sections, the term "dwelling" is used, it shall be construed to mean "rooming, boarding or lodging house"; and wherever the term "dwelling unit" is used, it shall be construed to mean "rooming, boarding or lodging unit."

(b) The provisions of sections 12-123, 12-138, 12-156, 12-158, 12-159, 12-175, 12-189 through 12-193 and 12-195 shall be applicable to each rooming, boarding or lodging house. For

purposes of this article, wherever in the above-enumerated sections, the term "dwelling" is used, it shall be construed to mean "rooming, boarding or lodging house." (Ch. No. 1758, Sec. 12.1, 2-4-63)

Sec. 12-229. Occupancy record cards.

When the chief senior inspector determines that a rooming, boarding or lodging house and each rooming, boarding or lodging unit therein complies with all the pertinent requirements of this chapter and all rules and regulations adopted pursuant thereto, he shall issue an occupancy record card which shall:

- (1) Designate the maximum number of persons who may occupy such rooming, boarding or lodging house unit therein;
- (2) Designate each rooming unit as a Type A, or B rooming, boarding or lodging unit; and,
- (3) Designate the room number assigned to that unit.

The operator shall display the occupancy record card at all times in a conspicuous place near the main entrance of the rooming, boarding or lodging house except that in rooming, boarding or lodging houses having twenty (20) or more rooming, boarding or lodging units, the occupancy record card may be posted at the registration desk. Altering, tampering with or removing the occupancy record card from the rooming, boarding or lodging house is prohibited. The chief senior inspector shall keep a duplicate of the occupancy record card in his files. (Ch. No. 1758, Sec. 12.2, 2-4-63)

Sec. 12-230. Numbering of units.

The number of each rooming, boarding or lodging unit as designated on the occupancy record card shall be placed on the outside of the main door to such unit in a plain and conspicuous manner. No two (2) rooming, boarding or lodging units shall bear the same number. The number and type shall be posted in each such unit and shall not be changed without the written approval of the chief senior inspector. (Ch. No. 1758, Sec. 12.3, 2-4-63)

Sec. 12-231. Flush toilet and lavatory basin.

Every rooming house, boarding or lodging shall be supplied with at least one (1) approved flush toilet and lavatory basin properly connected to an approved water supply and sewerage system and in good working condition for each eight (8) persons or fraction thereof, residing within a rooming house, boarding or lodging. In counting such persons, members of the operator's family who share the use of such sanitary facilities shall be included; but occupants of any rooming units that are otherwise provided with an approved flush toilet and lavatory basin shall be excluded. All such sanitary facilities shall be so located within the rooming house, boarding or lodging as to be directly accessible to all persons sharing such facilities without entering another rooming, boarding or lodging unit or dwelling unit and shall be contained within a room or compartment which affords privacy to a person within such room or compartment. No such

required sanitary facilities shall be located in a cellar or basement. (Ch. No. 1758, Sec. 12.4, 2-4-63)

Sec. 12-232. Bathtub or shower bath.

Every rooming house, boarding or lodging shall be supplied with at least one (1) bathtub or shower-bath properly connected to an approved water supply and sewerage system, and in good working condition for each eight (8) persons or fraction thereof, residing within a rooming, boarding or lodging house. In counting such persons, members of the operator's family who share the use of such sanitary facilities shall be included; but occupants of any rooming, boarding or lodging units who are otherwise provided with an approved bathtub or shower bath shall be excluded. All such sanitary facilities shall be so located within the rooming, boarding or lodging house as to be directly accessible to all persons sharing such facilities without entering another rooming, boarding or lodging unit or dwelling unit and shall be contained within a room or compartment which affords privacy to a person within such room or compartment. No such required sanitary facilities shall be located in a cellar or basement. (Ch. No. 1758, Sec. 12.5, 2-4-63)

Sec. 12-233. Hot water.

Every kitchen sink, lavatory basin and bathtub or shower bath shall be supplied with hot water at all times. (Ch. No. 1758, Sec. 12.6, 2-4-63)

Sec. 12-234. Impervious flooring.

The floor surface of every bathroom, toilet room or compartment and bathroom shall be constructed of material impervious to water; or if constructed of material not impervious to water, it shall be covered with fitted inlaid linoleum or painted or varnished so as to make the floor surface reasonably impervious to water. All such floors shall be kept in a dry, clean and sanitary condition by the operator. (Ch. No. 1758, Sec. 12.7, 2-4-63)

Sec. 12-235. Rubbish and garbage storage and disposal.

The operator shall be responsible for the supply, maintenance and cleanliness of adequate and separate rubbish and garbage storage containers approved as to type and location. The occupant shall be responsible for the removal of all rubbish and garbage from the rooming, boarding or lodging unit and the storage of such waste in a clean and sanitary manner by placing it in the required containers. (Ch. No. 1758, Sec. 12.8, 2-4-63)

Sec. 12-236. Heating facilities.

Every rooming, boarding or lodging house and rooming, boarding or lodging unit shall be supplied either with adequate heating facilities or with chimneys or flues sufficient to accommodate facilities for the safe and adequate heating of all habitable rooms, bathrooms and toilet rooms or compartments. Where central heating equipment is not supplied by the owner, heating equipment as herein specified shall be provided by the operator. Heating equipment

shall be capable of maintaining a minimum air temperature of at least sixty-seven (67) degrees Fahrenheit at three (3) feet above the floor level, in all habitable rooms, bathrooms and toilet rooms or compartments, during an outside air temperature of zero (0) degrees Fahrenheit. Doors, windows and other parts of the rooming, boarding or lodging house shall be constructed and maintained by the owner so as to prevent abnormal heat losses. (Ch. No. 1758, Sec. 12.9, 2-4-63)

Sec. 12-237. Lighting of public spaces.

Every public hall and common stairway used primarily for egress or ingress in every rooming, boarding or lodging house shall be supplied with a proper amount of natural or electric light at all times; all common stairways not used primarily for egress or ingress in all rooming, boarding or lodging houses shall be properly supplied with conveniently located switches controlling an adequate electric lighting system which may be turned on when needed. (Ch. No. 1758, Sec. 12.10, 2-4-63)

Sec. 12-238. Shades, etc.

The operator shall supply every window of every habitable room, bathroom and toilet room or compartment with shades or other devices or materials which will afford privacy to the occupant. (Ch. No. 1758, Sec. 12.11, 2-4-63)

Sec. 12-239. Screening of vents.

From May first to October first every opening, except bulkheads, used for ingress or egress from a rooming, boarding or lodging house or rooming, boarding or lodging unit directly to or from outdoor space shall be supplied with either a self-closing device or self-closing screen door and every window of every habitable room, bathroom and toilet room or compartment, and every other window or opening below the sixth floor of the rooming, boarding or lodging house or rooming, boarding or lodging unit to outdoor space while in use for ventilation shall be supplied with approved screening by the operator. (Ch. No. 1758, Sec. 12.12, 2-4-63)

Sec. 12-240. Bed linens and towels.

The operator shall supply clean bed linens and towels at least once a week, and prior to the letting of any rooming, boarding or lodging unit unless the occupant supplies such bed linens and towels himself. (Ch. No. 1758, Sec. 12.13, 2-4-63)

Sec. 12-241. Clean and sanitary maintenance.

The operator shall be responsible for the clean and sanitary maintenance of all walls, floors and ceilings in every rooming, boarding or lodging unit and other parts of the rooming, boarding or lodging house including the community kitchen or kitchens and the common areas of the rooming, boarding or lodging house. (Ch. No. 1758, Sec. 12.14, 2-4-63)

Sec. 12-242. Extermination.

The operator shall be responsible for the extermination of rodents, vermin or other pests within every portion of the rooming, boarding or lodging house and any portion of the dwelling or structure that is leased or occupied by him; provided however that whenever infestation also occurs in any other portion of the dwelling or structure, or whenever infestation is caused by failure of the owner to carry out the provisions of this chapter, extermination shall be the responsibility of the owner. (Ch. No. 1758, Sec. 12.15, 2-4-63)

Sec. 12-243. Maintenance of plumbing and equipment.

The operator shall be responsible for the exercise of proper care and cleanliness in the use and operation of all plumbing fixtures, sanitary facilities, appliances and equipment. The owner of the above plumbing fixtures, sanitary facilities, appliances and equipment shall be responsible for the maintenance thereof. (Ch. No. 1758, Sec. 12.16, 2-4-63)

Sec. 12-244. Occupancy in Type A units.

Occupancy in Type A rooming, boarding or lodging units shall not exceed two (2) persons. (Ch. No. 1758, Sec. 12.17, 2-4-63)

Sec. 12-245. Sleeping space per person.

Every room in any rooming, boarding or lodging unit occupied for sleeping purposes by one (1) person shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (50) square feet of floor space for each occupant thereof; provided that in Type A rooming, boarding or lodging units consisting of only one (1) room, the minimum floor space shall be one hundred twenty (120) square feet for the first occupant and fifty (50) additional square feet for the second occupant thereof. (Ch. No. 1758, Sec. 12.18, 2-4-63)

Sec. 12-246. Kitchen in Type A units.

In Type A rooming, boarding or lodging units consisting of two (2) rooms, one (1) room containing a minimum of sixty (60) square feet of floor space shall be supplied with an adequate and approved cooking stove, kitchen sink and refrigerated storage space; provided that if sleeping is permitted in the kitchen, the minimum floor space shall be one hundred twenty (120) square feet for the first occupant and fifty (50) additional square feet for the second occupant thereof. Type A rooming, boarding or lodging units consisting of one (1) room shall contain an adequate and approved cooking stove, kitchen sink and refrigerated storage space. Cooking equipment burning solid fuel shall be rigidly connected to a chimney or flue and cooking equipment burning liquid or gaseous fuel shall be rigidly connected to a supply line. Cooking equipment of any type using such fuels shall not be permitted in any room used for sleeping purposes. (Ch. No. 1758, Sec. 12.19, 2-4-63)

Sec. 12-247. Cooking prohibited in Type B rooming, boarding or lodging units.

Cooking and cooking equipment is prohibited in every Type B rooming, boarding or lodging unit. The operator shall post notice of this provision in every such unit. (Ch. No. 1758, Sec. 12.20, 2-4-63)

Section 2. Section 13.37 of the Code of Ordinances, ARTICLE IIIA. Rooming Houses and Community Residences is amended as follows:

Sec. 13-37. Licensing of Rooming, Lodging or Boarding Houses.

It shall be unlawful to operate a rooming, lodging or boarding house without first obtaining a license from the City Clerk, which shall be approved by the City Council before being issued. Licenses shall expire December 1 of each year, and application for renewal must be made by October 1 of each year.

(a) Upon initial application made to the City Council to operate a rooming, lodging or boarding house, the City Council shall hold a full public hearing. Advertisement of said hearing shall be by legal advertisement in The Call and by personal notification, by regular mail, to all abutters within two hundred (200') feet of the subject property. Upon receipt of application for renewal, the City Clerk shall advertise for a public hearing. Any and all costs of advertising shall be borne by the applicant, and said costs shall be in addition to the license fee.

(b) At the hearing for the initial application, the applicant must prove to the satisfaction of the City Council

(1) that the rooming, lodging or boarding house is a use that is compatible with the surrounding neighborhood and complies with the provisions of the Zoning Ordinance of the City of Woonsocket, Rhode Island; and

(2) that the owner of the rooming, lodging or boarding house has obtained a Certificate of Occupancy and will meet all applicable State and local laws, including, but not limited to, the State Building Code, State Fire Code, State and local Minimum Housing Codes, Zoning Ordinance, and any other laws that the City Council deems applicable; and

(3) that the property where the rooming, lodging or boarding house will be located is adequate to service the needs of the tenants.

(c) License renewal application:

(1) Rooming, lodging or boarding house license renewal applications shall be mailed by the City Clerk to licensed rooming, lodging or boarding house operators on or before September 1 of each year.

(2) The renewal application shall be satisfactorily completed and filed with the City Clerk on or before October 1 of each year. Payment of the nonrefundable license fee shall accompany the completed renewal application filed with the City Clerk.

(3) After the completed renewal application has been filed with the City Clerk and the non-refundable license fee paid, the applicant shall then contact the Minimum Housing Inspector and the Fire Marshal, or their respective designees, to schedule the inspection of the subject rooming house.

(4) After each inspection has been completed and after all matters with respect to each inspection is in compliance, the Minimum Housing Inspector and/or Fire Marshal, or their respective designees, shall each submit a Certificate of Compliance to the City Clerk.

(5) After the City Clerk is in receipt of a Certificate of Compliance from each of the Minimum Housing Inspector and the Fire Marshal, or their respective designees, and has determined that all the requirements of this Section have been met, the City Clerk shall submit the renewal application to the City Council acting in their capacity as the Board of License Commissioners for authorization to issue said rooming house license.

(6) If a Certificate of Compliance has not been issued by the Minimum Housing Inspector and/or the Fire Marshal, or their respective designees, by November 30 of each year then the applicant shall petition the City Council for an extension of time to bring the subject rooming house into compliance.

(7) If the City Council grants an extension to the applicant and the applicant does not receive a Certificate of Compliance on or before the end of said extension period then said failure shall constitute justifiable cause to enact license revocation proceedings as set forth in subsection (d) of this Section.

(8) No rooming, lodging or boarding house license shall be issued, if anyone of the following has occurred or exists:

(i) The rooming, lodging or boarding house does not comply with the provisions of the state and the City of Woonsocket minimum housing codes and the state fire code, all exclusive of so-called "grandfathered" conditions;

(ii) The management and/or operator of a rooming, lodging or boarding house has purposely or knowingly conducted, maintained or allowed to exist a "disorderly house". A disorderly house is an illegal gaming house, a house where illegal drugs are bought and/or sold, a disorderly place of entertainment, a house of prostitution, a place where intoxicating liquor is illegally sold without a license, or a place where people congregate for the commission of a crime or crimes.

(iii) The applicant or owner of the rooming, lodging or boarding house has a delinquent financial obligation to the City of Woonsocket, including, but not limited to, past due real estate or personal property tax payments, past due water or sewer bills, past due special assessments, past due liens and/or fines; provided however that any of said past due amounts shall not be delinquent if said applicant

or owner has entered into a payment arrangement with the City of Woonsocket and is not past due with respect to same.

(d) A rooming, lodging or boarding house license issued under this Section 13-37 may be revoked or suspended for cause, as set forth herein in subsection (c) (8) of this Section, after a due process hearing held in the manner hereinafter set forth. -

(1) Upon determination by the Mayor that there exists probable cause for the revocation of a rooming, lodging or boarding house license under this Section 13-37 the licensee and other interested parties shall be given written notice that a due process hearing shall be held to determine if there is cause as listed in subsection (c) (8) of this Section for revocation of the rooming house license. Such notice shall be issued at least twenty (20) days prior to such hearing and shall be mailed to the licensee's address listed on the most recent license application, or delivered in person to said applicant, and shall state the following:

- (i) Specific grounds for revocation or suspension;
- (ii) Date, time and place of hearing;
- (iii) The right of the licensee to participate and be represented by an attorney;
- (iv) Possible penalties.

(2) Such hearing shall be public and all interested persons shall be afforded an opportunity to be heard.

(3) If the City Council shall determine that any of the provisions of subsection (c) (8) of this Section has occurred or exists, they may: (i) Fine the licensee in an amount not to exceed \$1 00.00 per violation;

- (ii) Order that identified repairs be made within a specified time period;
- (iii) Revoke the rooming, lodging or boarding house license;
- (iv) Impose one or any combination of penalties as described in this Subsection (d) (3).

(4) Failure to pay any fine ordered by the City Council shall be grounds for the revocation of the rooming, lodging or boarding house license;

(5) The City Council may, at their discretion, continue the hearing from time to time;

(6) The City Council shall issue a written decision within ten (10) days of the hearing. Should the City Council determine that cause exists for the revocation of the license; such license shall be revoked upon the issue of the written decision.

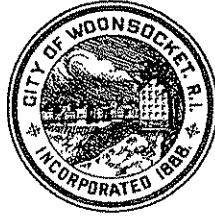
(e) In the exercise of effective management of a licensed rooming, lodging or boarding house it is suggested that the operator thereof (i) promulgate and distribute to all tenants Rules and Regulations which, in the judgment of the licensee, are necessary for the reputation, safety, care appearance, maintenance or operation of the rooming house or the preservation of good order therein, or the comfort, safety or rights of other tenants or neighbors, and (ii) inform tenants that the violation of any such rule or regulation could result in termination of tenant's tenancy at the rooming, lodging or boarding house.

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

Richard J. Fagnant, Councilor

IN CITY COUNCIL September 5, 2017 - Read by title and tabled.

City of Woonsocket Rhode Island



August 30, 2017

Ordinance

ESTABLISHING A TAX STABILIZATION PLAN FOR
WOONSOCKET PARK PLACE, L.L.C., FOR PROPERTY
AT 357 PARK PLACE, WOONSOCKET, RHODE ISLAND
[WOONSOCKET ASSESSOR'S PLAT 27, LOT 113]

Chapter

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

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

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

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

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

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

Section 1. Definitions:

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

“Applicant”: Woonsocket Park Place, L.L.C. of 521 Roosevelt Avenue, Central Falls, Rhode Island 02863.

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

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

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

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

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

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

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

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

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

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

Section 2. Objectives

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

- A. The primary objective of the Plan is to expand the property tax base of the City especially through the construction, rehabilitation, revitalization or restoration of properties located at 357 Park Place, Woonsocket, Rhode Island a/k/a Woonsocket Assessor's Plat 27, lot 113 or the "Old Woonsocket Middle School."
- B. The Plan seeks to encourage expansion, redevelopment, and/or rehabilitation of existing structure at 357 Park Place, Woonsocket, Rhode Island.
- C. The Plan seeks to encourage significant rehabilitation, expansion of existing buildings or structures, especially at 357 Park Place, Woonsocket, Rhode Island.
- D. The Plan shall provide increasing, graduated incentives to promote greater levels of rehabilitation, redevelopment, expansion and/or new construction.
- E. The Plan seeks to promote stability of ownership of the residential, or mixed-use properties at 357 Park Place, Woonsocket, Rhode Island.
- F. The Plan seeks to attract and/or retain responsible corporate citizens.
- G. The Plan seeks to attract investment and reinvestment in a former high and middle school structure closed and replaced by the City's Education Department.
- H. The Plan seeks to provide incentives, not rewards, to encourage and promote real estate investment and development.
- I. The Plan seeks to encourage projects that are consistent with the City's Comprehensive Plan's vision, goals, and objectives.
- J. The predetermined assessment on the property during the term of this agreement shall be eight million, eight hundred thousand dollars and no cents (\$8,800,000.00). The tax rate shall be that in effect during the tax year.

Section 3. Eligible property:

357 Park Place, Woonsocket, Rhode Island, a/k/a Woonsocket Assessor's Plat 27, lot 113.

- A. As a part of a Preliminary Application, prior to authorizing any property tax stabilization for a property, the Tax Collector's office shall be required to issue a written certification indicating the applicant and/or property owner is current on all appropriate tax and utility payments to the City of Woonsocket. Any payments that are in arrears on the property shall render the applicant ineligible for the incentives offered through this ordinance. A copy of this certification shall be included in the application for the stabilization of property taxes on the property.
- B. The tax exemption or stabilization shall not result in any reduction in the City's tax levy in the base year for any eligible property, but only to the increased value due to expansion, rehabilitation, renovation or other acceptable enhancement.
- C. The property that is the subject of the application must conform with all City and state zoning laws and building and fire codes when the rehabilitation, construction and/or renovation of the property is completed in order to authorize of any property tax stabilization for the applicant. The Building Official shall issue a written certification that the property does so conform if appropriate. A copy of this certification shall be included in the application for the stabilization of property taxes on the property; or, should conformance with such codes and regulations come about as a result of the rehabilitation or construction work to be performed, compliance shall be necessary before any tax stabilization program can become effective on such property, unless specifically exempted by resolution of the City Council.

Any failure of the participating business to pay any tax or fee due to the City on any property situated in the City, owned by said business, including any and all subsidiaries, affiliates, subdivisions, parents or other entities with ten percent (10%) or more common ownership, shall result in termination of all tax incentives to said business, if no satisfaction is arrived at within a reasonable timeframe..

- D. Notice of tax delinquency and/or failure to comply with City and state zoning laws and building and fire codes shall be sent to the property owned by registered mail, return receipt, not more that 30 days after the tax delinquency and/or failure to comply with City and state zoning laws

and building and fire codes by the Director of Finance, or the Building Official, respectively.

- E. The Director of Planning & Development, the Tax Assessor, the Building Official and the Director of Administration (if any) and the Finance Director shall promulgate with mayoral approval such rules and regulations and provide suitable documents necessary to effect the purpose of this chapter.

Section 4. Program Parameters

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

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

Section 5. Procedures for Enactment of Tax Stabilization Agreement

- A. The provisions of this tax stabilization plan shall not commence until the issuance of a complete Certificate of Use and Occupancy has been issued by the Building Official of the City of Woonsocket, but no more than 36 months after the effective date of the Purchase & Sales Agreement.

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

Tax Year	Tax Payment
Year 1	Amount due on pre-rehab assessment
Year 2	Amount due on pre-rehab assessment
Year 3	11% of the assessed value or \$968,000
Year 4	22% of the assessed value or \$1,936,000
Year 5	33% of the assessed value or \$2,904,000
Year 6	44% of the assessed value or \$3,872,000
Year 7	55% of the assessed value or \$4,840,000
Year 8	66% of the assessed value or \$5,808,000
Year 9	77% of the assessed value or \$6,776,000
Year 10	88 % of the assessed value or \$7,744,000
Year 11	99% of assessed value or \$8,712,000
Year 12	100% of assessed value or \$8,800,000

C. Tax benefits for eligible properties may be transferrable to a new owner, but the duration of the tax stabilization consideration period shall not be extended (unless otherwise approved by the City Council by resolution).

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

Section 6. Compliance with Local & State Codes. No exemption granted hereunder shall be effective unless and until any and all violations have been cured. Within the same thirty (30) day period, the Building Official shall issue a letter to the City Assessor (with a copy to the applicant) stating whether the project will involve the substantial rehabilitation of the eligible property, and whether the proposed construction has received the necessary approvals from the Woonsocket Planning Board, the Design Review Commission and/or the Zoning Board of Review, as applicable. The applicant shall have sixty (60) days from its receipt of written notice (or copy of notice to the City Assessor) to cure outstanding violations or other matters that serve as a valid basis for the Building Official not approving the subject application. Failure of the applicant to effectuate a cure within said sixty (60) day period shall result in the City Assessor removing the subject application from the City Assessor's list of incomplete applications. Nothing shall prohibit the subject property owner from reapplying for tax stabilization or exemption consideration.

Section 7. Exclusion for Qualification.

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

Section 8. Revocation.

The City Council shall terminate an exemption granted hereunder prior to the expiration thereof in the event of fraud or misrepresentation and non-

compliance by any applicant regarding and statements or representations contained in the application.

Section 9. Prohibition on Dual Benefit.

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

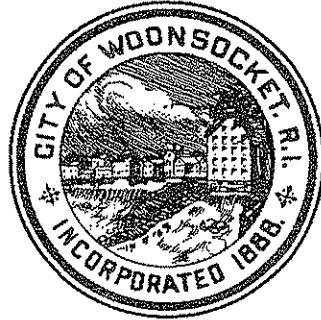
Section 10. Effective Date.

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

Daniel M. Gendron, President

IN CITY COUNCIL September 5, 2017 - Read by title and tabled.

City of Woonsocket Rhode Island



September 13, 2017

Ordinance Chapter

IN AMENDMENT OF THE CODE OF ORDINANCES OF THE CITY OF WOONSOCKET, RHODE ISLAND, CHAPTER 7, ENTITLED "BUILDING REGULATIONS"

WHEREAS, the City of Woonsocket, in cooperation with the State of Rhode Island, is preparing to activate an E-Permitting Building Permit System to provide for a more consumer friendly and technologically advanced method of serving property owners and service providers; and

WHEREAS, after consultation with the Rhode Island State Building Commission, the Office of the Building Official has developed a proposed fee schedule which will maintain the level of service and the previous level of cost while meeting the obligations of the City to the State of Rhode Island with no adverse impact on City finances;

WHEREAS, the building official has suggested additional amendments to Chapter 7 of the Code of Ordinance via passage of Ordinance 17-O-05, subsequently enacted as Ordinance Chapter 7975 of the Code of Ordinances; and

WHEREAS, upon implementation of the changes reflected in Ordinance Chapter 7975 and the enforcement of the provisions contained therein, the building official has recommended addition changes to Chapter 7 to reflect proper and adequate administration of the Code of Ordinances.

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

SECTION 1. Section 118.0 is amended by adding the following provisions thereto:

Section 118.0 (c)(6). Cancellation of Permit Applications. Whenever any applicant for a building permit shall request cancellation of a building permit after review and approval by the building official, a fee equal to thirty-five percent (35%) of the fee due shall be retained by the City.

Section 118.0 (c)(7). Certificates of Occupancy. When issuing a certificate of occupancy for a residence use property, a fee of fifty dollars (\$50.00) shall be charge for such administrative action. When issuing a certificate of occupancy for a commercial or industrial use property, a fee of one hundred dollars (\$100.00) shall be charged for such administrative action.

Section 118.0 (c)(8). Waiver of Fees. The building official is authorized to waive any municipal portion of a building permit when the property involved is owned or maintained by the City of Woonsocket.

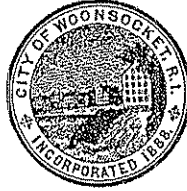
Section 118.0 (c)(9). Demolition Permits. The demolition of any structure or property within the City shall require a permit which shall be approved by the building official. The charge for such permit shall be fifty (50) dollars and no cents.

Section 118.0 (c)(10). Non-refundability of Fees on Cancelled Permits:
For a construction project of \$90,000 or more, thirty-five percent (35%) of the permit fee must be submitted with the initial application and said payment shall be non-refundable.

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

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

City of Woonsocket
Rhode Island



Ordinance
Chapter

September 18, A.D. 2017

AMENDING THE CODE OF ORDINANCES, CITY OF WOONSOCKET,
RHODE ISLAND, APPENDIX A, ENTITLED "PERSONNEL
ORDINANCE", SECTION 2.1(a)

WHEREAS, the City Charter explicitly identifies and prescribes the personnel positions for which the Mayor has appointing authority. Specifically, Chapter IV, Section 4 of the City Charter entitled "*Appointments*" prescribes the following: "*The mayor shall appoint all heads of departments except as otherwise provided by this charter.*" (emphasis added); and

WHEREAS, the City Charter provides that the City Clerk shall be appointed by the City Council pursuant to Chapter XI, Section 1 entitled "*Position established; appointment*", which prescribes "*There shall be a city clerk who shall be appointed by the council by resolution.*" (emphasis added); and

WHEREAS, pursuant to Chapter XI, Section 3 of the City Charter, the City Clerk shall "*direct and supervise the recording of deeds, mortgages and other instruments and perform such other duties as may be prescribed by the council by ordinance or by state law.*" (emphasis added); and

WHEREAS, the City Charter does not explicitly prescribe who the appointing authority is for the staff employed within the office of the City Clerk; and

WHEREAS, pursuant to Chapter I, Section 5 of the City Charter, in cases where powers and authorities are not explicitly prescribed by the City Charter, such powers and authorities shall be provided by ordinance or resolution of the City Council. Specifically, Chapter I, Section 5 of the City Charter states "*All powers of the city shall be exercised in the manner prescribed by this charter or, if not so prescribed, then in such manner as shall be provided by ordinance or resolution of the council.*" (emphasis added).

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

SECTION 1. The Code of Ordinances, City of Woonsocket, Rhode Island, Appendix A, entitled "Personnel Ordinance", shall be amended as follows:

Section 2.1(a) shall hereby be amended by (i) removing the following current definition:

“Appointing authority: The departmental director, person or group of persons having the power of appointment by virtue of the charter;”

and (ii) replacing the above current definition with the following definition:

“Appointing authority: The departmental director, person or group of persons having the power of appointment by virtue of the charter, as well as, with respect to the office of the City Clerk, the City Clerk shall be the appointing authority for all permanent and temporary personnel and staff that are budgeted and appropriated by the City Council, or are otherwise employed, within the office of the City Clerk;”

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

SECTION 3. This Ordinance shall take effect 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

Jon D. Brien

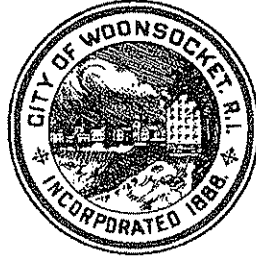
James C. Cournoyer

Richard J. Fagnant

Denise D. Sierra

City of Woonsocket
Rhode Island

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August 30, 2017

Resolution

APPROVING A TERMS & CONDITIONS AGREEMENT
BY AND BETWEEN
THE CITY OF WOONSOCKET, RHODE ISLAND
& WOONSOCKET PARK PLACE LLC FOR THE
SALE & REDEVELOPMENT OF
THE FORMER WOONSOCKET MIDDLE SCHOOL

Whereas: pursuant to Resolution 17-R-23, the City Council of the City of Woonsocket authorized negotiations with the Tai-O Group to develop a “Terms & Agreement” that is consistent with the proposal submitted by that group on October 24, 2016, for the purchase and redevelopment of the Former Woonsocket Middle School at 357 Park Place, Woonsocket [a/k/a Assessor’s Plat 27, lot 113], and

Whereas: it is the intention of the City Council that the execution of such Terms & Conditions Agreement should lead to the execution of a Purchase & Sales Agreement by and between the City of Woonsocket, Rhode Island, and Tai-O Group d/b/a Woonsocket Park Place LLC; and

Whereas: the Administration has negotiated an acceptable Terms & Conditions Agreement between the City and Woonsocket Park Place LLC, a copy of which is attached hereto and which is made a part hereof by reference,

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

Section 1: That the City Council of the City of Woonsocket approves of the proposed Terms & Conditions Agreement and authorizes Mayor Lisa Baldelli-Hunt to execute the Terms & Conditions Agreement by and between the City of Woonsocket, Rhode Island, and Woonsocket Park Place LLC.

Section 2: This Resolution shall take immediately upon its passage.

Daniel M. Gendron, President

Attachment: Exhibit A

IN CITY COUNCIL September 5, 2017 - Read by title and tabled.

Exhibit A

TERMS & CONDITIONS AGREEMENT
by and between
CITY OF WOONSOCKET, RHODE ISLAND
And
WOONSOCKET PARK PLACE LLC

THIS FORMER WOONSOCKET MIDDLE SCHOOL TERMS & CONDITIONS AGREEMENT ("Agreement") is entered into by and between WOONSOCKET PARK PLACE LLC or ("DEVELOPER"), and THE CITY OF WOONSOCKET, a Rhode Island municipal corporation (the "CITY").

Whereas, the City is the owner of real property located within the City, Providence County, Rhode Island at 357 Park Place, Woonsocket, Rhode Island (to be referred to as the "MIDDLE SCHOOL PROPERTY" (aka Woonsocket Assessor's Plat 27, lot 113 or "THE PROPERTY") and more particularly described on Exhibit "A" (the "Legal Description of the Property"), and

Whereas, on August 30, 2016, the City of Woonsocket issued a Request for Proposals (Bid # 5754). On October 24, 2016, "Developer" submitted a proposal. On February 20, 2017, the City Council enacted Resolution 17-R-23 entitled "*Authorizing the Negotiation of a Purchase & Sales Agreement to Sell the Former Woonsocket Middle School to the Tai-O Group for the Redevelopment of the Property*" and which instructed the City Administration "*to negotiate with the Tai-O Group and to bring before the City Council for review and approval, within 45 days of passage of this resolution , a set of Terms and Conditions that are generally consistent with the Tai-O Group's Proposal. Pursuant to which a Purchase and Sales Agreement (P&S) will be negotiated for the sale of the Subject Property from the City to the Tai-O Group for a sum of not less than \$470,000*", and

Whereas, the purpose and intent of this Agreement is to establish the terms and conditions under which the City will convey the Property to the Developer, and the Developer will develop the Property in accordance with this Agreement, for the purposes of promoting the public health, safety, convenience and

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prosperity of the residents of the City, eliminating conditions of blight that have impaired the sound and orderly development of the City, promoting economic and commercial activity within the City, enhancing employment opportunities in the City, and increasing property values and enhancing tax revenues, and

Whereas, the development of the Former Woonsocket Middle School property as provided in this Development Agreement is referred to herein as the "Project", and

Whereas, the City has the authority to enter into this Agreement pursuant to The provisions of the Woonsocket Home Rule Charter and Rhode Island State Laws; and

Whereas, the term of this Agreement shall commence upon the Effective Date which is the date of execution by the City's properly authorized officer after the Developer has signed the Agreement; and

Whereas, this Agreement may be terminated, modified or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties, and

Whereas, the parties agree to develop the project in accordance with the following terms and conditions enumerated hereinafter, and

Whereas, prior to the beginning of the Agreement, the City shall conduct an inventory of the Property, and may remove any material that it wishes to preserve, and Developer shall receive a copy of the inventory and be responsible for any items on the inventory that are not removed by the City, and;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

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1. Background Information. The above Recitals and attached Exhibits are incorporated into the body of this Agreement.

These Exhibits are: Exhibit A: Legal Description; Authorizing Resolution 17-R-93; Development Timeline described in § 15.1; Timing of Development.

2. Authorization. This Agreement has been authorized by the City Council of the City of Woonsocket, Rhode Island, by Resolution 17-R-93 enacted on September 5, 2017, a copy of which is attached thereto and made a part hereof by reference.

3. Due Diligence Period. Developer shall have a maximum of 45 days to access the Property beginning on the later of ten (10) days after the Effective Date of this Agreement or the date insurance is provided by Developer and approved by the City as called for in this Agreement. The purpose of this Due Diligence Period is to allow the Developer to thoroughly inspect and examine the Property in order to make a determination as to whether Developer wants to continue with the provisions of this Agreement. This period may end earlier than 45 days if Developer makes an Affirmative or Negative Declaration, as provided for in this Agreement. The Developer may also request, and it shall not reasonably be denied by the City, a thirty (30) day time extension for the Due Diligence Period.

4. Access to the Property: During the Due Diligence Period, the City shall have the right to access the Property in order to inspect the Property, or engage in any other reasonable activities. The City shall exercise its rights (as the current property owner) to access the Property and conduct any necessary activities (i.e. public safety or nuisance control) on the Property in a manner that does not unreasonably interfere with the right of the Developer to continue with its due diligence of the Property.

5. Insurance Requirements. Prior to the commencement of redevelopment of the Property and at all times during the Due Diligence Period, the Developer shall be required to purchase and to maintain policies of casualty and

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commercial liability insurance (listing the City as additionally insured) as provided in this Agreement. Policies of insurance will be written by companies authorized to write such insurance in Rhode Island and policies of insurance will be on forms properly filed and approved by the Rhode Island Department of Business Regulation – Insurance Commission.

Developer will not violate the terms or prohibitions of insurance policies required to be furnished by Developer. Developer will promptly notify the City of any claim or loss exceeding the amount of the deductible under the insurance policies and certify that proper notice has been given the appropriate insurance carrier. Developer will furnish the City with certificates of insurance and will deliver the certificates to the Director, Department of Finance with copies to the Director of Planning & Development. All insurance certificates will provide that a thirty (30) days written notice be given to the City before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies.

A certificate of policy which states that failure to give City notice imposes no liability or obligation on the insurer will not be in compliance with this Section. For instance, certificates or policies stating that the insurance company will "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to City.

Even though a "notice to proceed" may have been given, Developer will not begin any operations pursuant to this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Developer or any transferees of full responsibility to maintain the required insurance or bonds in full force and effect.

Developer will obtain a commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

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\$2,000,000 per Occurrence; \$2,000,000 Policy Aggregate; \$1,000,000 Products Liability/Completed Operations; \$1,000,000 Personal and Advertising Injury \$ 50,000 Fire Legal; \$ 5,000 Medical Payments.

The policy of insurance must include coverage for all operations performed by Developer, and contractual liability coverage will specifically insure the hold harmless provisions of this Agreement. The City will be named an additional insured and the coverage afforded will be primary with respect to operations provided. Showing the City as a certificate holder is not the same as naming the City as an additional insured and is not an acceptable substitute. If equivalent coverage is provided and the form is approved by the City, Developer may provide a general liability policy in a form different from that described above.

Developer will obtain a policy of casualty insurance in an all risk, fire and extended coverage form, including business interruption, extra expense, vandalism and malicious mischief and theft, for the full replacement cost of such improvements, but not less than one million dollars (\$1,000,000.00). The City must be made a named insured in all the policy or policies.

6. Impact Assessments & Studies. During the Due Diligence Period, and all other periods or phases of the Redevelopment, the Developer shall do nothing to impair, threaten or risk the Property.

During the Due Diligence Period, and before the sale of the property to Developer, Developer shall provide the following to City:

- A list of the uses proposed to be established at the Property. The Developer shall consult with the City's zoning official to determine the allowability of such uses under the Woonsocket Zoning Ordinance; and if disallowed what action is required and necessary to obtain approval from the Woonsocket Zoning Board of Appeals, the Woonsocket Planning Board, the Woonsocket Design Review Commission, the Woonsocket City Council and any other City, State or Federal Agency, board or commission.

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- Within ninety (90) days, a professional analysis by a reputable firm or individual demonstrating the needs and feasibility for the development amenities proposed for the Property by the Developer with respect to primary use and the secondary uses that are being proposed by the developer. The report should consider the following:
 - An understanding of the strengths and weaknesses of the Greater Woonsocket area's rental apartment marketplace over the immediate- to mid-term. This evaluation should be based upon forecasts of economic and housing growth and development throughout the Greater Woonsocket area, with an emphasis upon relevant changes in their direction and magnitude as they may influence the City's housing stock.
 - Develop conclusions regarding the overall marketability of higher density and high-end apartment housing forms within the context of the Tai-O Groups mixed-use development proposal. These conclusions should be based upon factors associated with the location of the property, the performance of competing suburban developments, and the near term demand outlook for residential developments of this character in the Greater Woonsocket area.
 - Within the context of the refined Tai-O plan, and specifically focusing upon the proposed development, this report should provide detailed product development guidelines for a template of 110 higher scale apartment units viewed to have measureable market support.

- Neighborhood & Community Impact Statement

Within ninety (90) days professional analysis by a reputable firm or individual should be conducted to assess the impacts on the neighborhood and the City as a result of proposed development as normally required by the Woonsocket Planning Board for major development projects.

- Traffic Impact Study

Within 45 days, a Traffic Impact Study (TIS) will indicate the effects of a proposed development on the existing or future roadway system. It is also the intent of the TIS to recommend necessary geometric or operational improvements to the roadways in order to satisfactorily accommodate additional traffic at a reasonable level of service, consistent with the City's level of service guidelines

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A traffic impact analysis shall constitute an essential part of the development review process. Specifically, a TIS will address the following:

- o Identify the additional traffic contribution of the site development to existing roadway system traffic loads;
- o Provide a credible basis for estimating roadway improvements attributed to a proposed development to maintain a satisfactory level of service (LOS);
- o Ensure that the proposed plan, and the associated traffic, is compatible with the existing and future transportation policy of the City of Woonsocket.

7. Declaration & Vacancy. If Developer makes a Negative Declaration or is deemed to have made a Negative Declaration, the Developer will have 20 days to vacate the Property and return the Property back to the full control of the City. The Property shall be returned in the same or better condition than the state of the Property when turned over to the Developer at the beginning of the process. The City will own, without any payment, reimbursement or cost, any improvements made to the Property, any new fixtures, and any equipment or construction materials left behind.

8. Negative Declaration. A Negative Declaration ends the obligations of Parties except as enumerated in this Agreement. Such declaration shall be in writing by either party.

9. Affirmative Declaration & Security. Immediately upon an Affirmative Declaration, the Developer shall provide full-time on-site security to adequately insure the safety, security and value of the Property through Completion.

10. Plans, specifications and Permits. After rendering an Affirmative Declaration, the Developer, with the assistance of the City, shall obtain necessary permits and approvals to begin the Project by submitting design and site plans, elevations and construction specifications for the Project ("Plans and Specifications") to the appropriate development and design review departments of the City for review in accordance with applicable City procedure. At the same time, the Developer shall submit such Plans and Specifications to the

Department of Planning & Development ("DPD"), who shall review the Plans and Specifications in accordance with the proposed uses identified by the Developer. DPD shall assure that the Plans and Specifications conform to the original plan advanced by Developer.

If the DPD finds material design differences between the Plans and Specifications, causing substantial, practical differences in the structures, DPD may either require the Developer to revise the Plans and Specifications or approve the Plans and Specifications notwithstanding the design differences. Any proposed changes by the Developer to the Plans and Specifications thereafter, which create material design differences causing substantial, practical differences to the Plans and Specifications, shall undergo a similar submission, review and approval process. The Developer shall not develop the Project except in accordance with the Plans and Specifications that have been approved by the DPD on behalf of the City. Such approval shall not be unreasonably withheld.

In any event, the parties shall cooperate to ensure that the Plans and Specifications have been fully and finally submitted, reviewed and approved before construction shall be authorized to begin.

Developer shall be responsible for any and all development fees or permitting costs, except where waived under Agreement by the Woonsocket City Council by Resolution.

11. Sale and Purchase:

11.1 Condition of Sale and Purchase. Effective as of the date of the Affirmative Declaration and subject to the terms and conditions of this Agreement, the City agrees to sell and the Developer agrees to purchase at the closing as described in this Agreement.

11.2 Purchase Price. The purchase price of the Property is \$470,000. In consideration of this purchase price, the developer agrees to continue the obligations under this Agreement.

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11.3 Good Faith Deposit. Commensurate with the execution of this Terms & Conditions Agreement, the Developer shall tender to the City a "good faith" deposit of ten thousand dollars (\$10,000) as provided in § 7 of the Submission Requirements enumerated in the Request for Proposals of August 30, 2016.

11.4 Closing. Upon mutual agreement, and all necessary approvals have been obtained, the Closing of the transaction contemplated by this Agreement shall take place at the office agreed upon at a time mutually convenient to the parties, within thirty (30) days after the later of:

- (a) Approval by the City of the Plans and Specifications submitted by the Developer, or
- (b) Approval of building permits for the Project.

12. Financial Ability to Redevelop. Notwithstanding the foregoing, the City may delay Closing until such time as Developer has submitted to the City (i) satisfactory evidence of the financial capability of the Developer to complete the Project as provided in this Agreement or (ii) satisfactory evidence of the availability of a development loan and/or a construction loan to enable the Developer to complete the Project as provided in this Agreement.

13. Conveyance of Title. The City shall convey title to the Property as required by this Agreement by Quit Claim deed ("Deed"), subject to the terms and conditions of this Agreement, including without limitation the restrictions, and covenants, and upon performance of the conditions precedent required by this Agreement. Each party shall bear its own fees and costs in connection with the negotiation of this Agreement and closing of this transaction, and all closing costs not otherwise allocated in this Agreement shall be allocated between the parties in accordance with customary practice in Rhode Island. The current taxes, utilities and assessment on the property shall be prorated between the City and the Developer as of the date of the Closing. The City, at the City's sole expense, will provide the Developer an owner's title insurance policy issued by the Title Company in an amount equal to the

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appraised value of the property. The City shall provide the Developer with a Title Report covering the Property not less than thirty (30) days prior to the date of the Closing. The Developer shall have the right to object to any exception to title shown on the Title Report at any time not less than ten (10) days prior to the date of the Closing. The City may, but shall not have any obligation, to cure any objection of the Developer to enable the Title Company to delete or modify the exception to the reasonable satisfaction of the Developer. If the City cannot cure the objection or elects not to cure the objection, then the Developer may either waive its objection and accept title subject to the exception or terminate this Agreement.

14. Filing. The Title Company shall promptly file the Deed for recordation the office of the City Clerk of the City of Woonsocket, Rhode Island. The Developer shall pay all cost of the recording of the Deed.

15. Development Period.

15.1. Timing of Development. The Developer shall develop the Property within a period of 36 months from the transfer of the property in accordance with the timeline to be developed by the City and the Developer which shall be made a part of this Agreement upon completion.

15.2. Commencement. Developer agrees to commence construction of the Project within 45 days after the Closing, unless the City and Developer agree to an extended time that shall be determined in days and by amendment to this Agreement. The City shall have the right of access to the Property at all reasonable times during construction/development to inspect and examine the Property and the work of the Project to determine that the Developer is performing the work in accordance with the Plans and Specifications and this Agreement.

15.3. Compliance with General Regulations All Applicable Laws. The establishment of any vested rights under this Agreement shall not preclude the

application of City ordinances and regulations of general applicability, except to the extent that such City ordinances and regulations have been expressly addressed herein or modified by City Council action. These ordinances and regulations include, but are not limited to construction and safety codes, such as building, fire, plumbing, engineering, electrical and mechanical codes; the City planning, zoning and land use policies; or other City, state, and Federal regulations as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided within this Agreement. The Developer does not waive its rights to oppose adoption of any such ordinances or regulations.

16. Application of Changes. This Agreement shall not preclude the development of the Property of any changes in City laws, regulations, plans or policies, including any changes in the zoning laws, sector development plans or regulations, which may occur from time to time during the term of this Agreement which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in State or Federal laws, regulations, plans or policies prevent or preclude compliance with one or more provisions of this Agreement, the City and the Developer shall take such action as may be required to amend this Agreement.

17. Hold Harmless. The Developer hereby agrees to defend, indemnify and hold harmless the City and its officers, and employees, throughout all phases of the Project, against any and all claims, damages, actions, or causes of action and expenses to which the City and its officers, and employees may be subjected by reason of any negligence in any work done or omission made by the Developer, its agents, officers, or employees, in connection with, arising out of, or resulting from the performance of this Agreement, except to the extent that any such matters are precluded from indemnity pursuant to State Law or City Ordinances.

18. Title. Title to the Property and all improvements on the Property shall be

subject to the terms and conditions of this Agreement, which shall run with title to the Property and shall be for the benefit of and enforceable by the City.

19. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of the approvals required under this Agreement ("Approvals"), including the approval of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

20. Default; Termination.

20.1 General Provisions.

20.1.1 Defaults. Any failure by any Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such sixty (60)-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such sixty (60) day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute proceedings to enforce all available legal or equitable remedies to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement.

20.1.2. Termination. If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give notice of intent to terminate this Agreement and the matter shall be scheduled for

consideration and review by the City Council at a duly noticed and conducted public hearing. The Developer shall have the right to offer written and oral evidence at the public hearing. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter; provided, however, that if the Developer files an action to challenge the City's termination of this Agreement within such thirty (30) day period, then this Agreement shall remain in full force and effect until a trial court has affirmed the City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

20.1.3. Termination After Closing. If the Agreement is terminated pursuant to this section of the Agreement after closing and prior to completion of the project, the Developer shall retain the Property. If the default is cured, then no default shall exist and the noticing Party shall take no further action. The remedies provided in this section are cumulative and not exclusive.

20.1.4. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall extend forever, unless said term is terminated, modified by circumstances set forth in this Agreement, or by mutual written consent of the Parties.

21. Miscellaneous.

21.1. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

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21.2. Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

21.3. Construction. Each reference in this Agreement to any of the Approvals shall be deemed to refer to the Approvals as they may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

21.4. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

21.5. Covenants Running with the Land. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property, and is binding upon each successive owner of all or a portion of the Property during its ownership of such property. All covenants are to the benefit of the City. This Agreement shall be recorded as a covenant.

21.6. Mortgagee Rights. Any construction or permanent lender of funds with respect to the Project or the Property ("Mortgagee") that wishes to receive notices of default from the City pursuant to this Agreement may provide written notice to the City requesting such notice. The City shall notify any such Mortgagee requesting notice of default under this Agreement, and provide to any such Mortgagee the same opportunity to cure as is provided to the Developer herein. Such action shall not give rise to any liability on the part of

the Mortgagee, and this Agreement shall not be terminated by the City as to any Mortgagee (a) who has requested notice but who has not been given notice by the City, or (b) if the Mortgagee cures any default involving the payment of money by the Developer within sixty (60) days after notice of default.

21.7. The City recognizes that the provisions of this Agreement may be a matter of concern to any Mortgagee intending to make a loan secured by a mortgage or deed of trust encumbering the Property or a portion thereof. If such Mortgagee should require, as a condition to such financing, any modification of this Agreement to protect its security interest in the Property or portion thereof, the City shall cooperate with the Developer to create the appropriate changes and execute the appropriate amendments; provided, however, that the City shall not be required (but is permitted) to make any modification that would (i) materially and adversely affect the City's rights hereunder, (ii) adversely affects the covenants, or (iii) increase the City's obligations hereunder.

21.8. Modifications. This Agreement may be amended without the approval or execution of any such amendment by any Mortgagee. However, if the City receives notice from a Mortgagee requesting a notice of proposed amendment, the City shall provide a copy of any proposed amendment to such Mortgagee.

21.9. Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach by the other Party, the prevailing Party shall be entitled to an award of attorneys' fees.

21.10. Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions to ensure that the rights secured by the other Party can be enjoyed and no Party shall take any action that will deprive the other Parties of the enjoyment of the rights secured through this Agreement.

22. Notices. Any notice or communication required hereunder between the City, or the Developer must be in writing, and may be given either personally or

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by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of the earlier of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: Mayor Lisa Baldelli-Hunt
City of Woonsocket, Rhode Island
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379
Telephone # (401) 767-9275
Email: lbaldellihunt@woonsocketri.org

With Copies to:
John J. DeSimone, City Solicitor
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379
Telephone # (401) 767-9202
Email: jjdesimone@woonsocketri.org

N. David Bouley, Director
Department of Planning & Development
City Hall • 169 Main Street
Woonsocket, Rhode Island 02895-4379
Telephone # (401) 767-9231
Email: ndbouley@woonsocketri.org

If to the Developer: Louis Yip, Chairman & CEO
Tai-O Group/Unisource
521 Roosevelt Avenue
Central Falls, Rhode Island 02863
Telephone # (401)724-7412 Ext. 5
Email: www.mresidential.com

William J. Lynch, Attorney-at-Law
Lynch & Pine
Wayland Building
1 Park Row
Providence, Rhode Island 02903

23. No Waiver of Rights. Neither the City nor the Developer shall be under any obligation to exercise at any time any right granted to a party. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

24. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Rhode Island. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by the counsel in the negotiation and preparation of this Agreement.

25. Assignment, Transfer and Notice. The Developer shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement and subsequent Approvals to third parties (subject to City approval which shall not be unreasonably withheld) acquiring an interest or estate in the Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots, parcels, or units comprising a portion of the Property.

26. Approval & Recordation. This Agreement requires the approval of the City Council of the City of Woonsocket by Resolution, a certified copy of which

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purchasers or long-term ground lessees of individual lots, parcels, or units comprising a portion of the Property.

26. Approval & Recordation. This Agreement requires the approval of the City Council of the City of Woonsocket by Resolution, a certified copy of which shall be appended to this Agreement and made a part hereof. This Agreement and any amendment shall be recorded with the Office of the City Clerk of the City of Woonsocket, Rhode Island.

27. Estoppel Certificate. Within thirty (30) days following request from the Developer the City agrees to provide an estoppel certificate that the Developer is in full compliance with the terms of this Agreement and is not in default hereunder, or if the Developer is in default, an estoppel certificate which states the basis for such default.

Executed as of the dates set out below.

CITY OF WOONSOCKET,

Lisa Baldelli-Hunt, Mayor
Signed: _____, 2017
Effective Date of the Agreement
_____ 2017

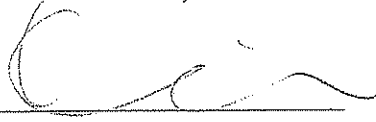
STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

In WOONSOCKET, on the ___ day of _____, 2017, personally appeared before me Lisa Baldelli-Hunt, known to me and known by me to be the Mayor of the City of Woonsocket and she acknowledged that she was the person executing the above document and that such execution by her was of her free act and deed and the free act and deed of the City of Woonsocket.

Notary Public

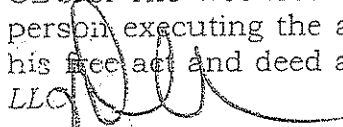
My Commission Expires: _____

Woonsocket Park Place, LLC



Louis Yip, Chairman & CEO

In WOONSOCKET, on the 12 day of September 2017, personally appeared before me Louis Yip, known to me and known by me to be the Chairman and CEO of The *Woonsocket Park Place, LLC* and he acknowledged that he was the person executing the above document and that such execution by him was of his free act and deed and the free act and deed of the *Woonsocket Park Place, LLC*.



DRAWN 10/10/17, NOTES PUBLIC 6/18/19 EYP

Attachments: Exhibit "A" Description of Property

Exhibit "A"

Legal Description of Property

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

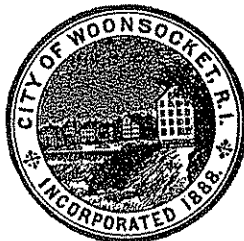
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Exhibit "A"

Legal Description of Property

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

City of Woonsocket Rhode Island



September 11, 2017 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

Daniel M Gendron
By request of The Administration

ASSESSOR'S

ABATEMENT CODES

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

Woonsocket, RI

Amendment Report, Abatement

Status Pending

Page 1

SEPTEMBER 18, 2017

Posting Date / /

Transaction Date / /

Report Printed 09/12/2017 02:33:58 PM

Account ID	Year	Roll Type	Property Address	Assessment	Category	Amount
M00-0244-32	2016	MV Tax Roll	HARKIN JENNIFER L 398 PARK AVENUE APT 3 WOONSOCKET RI 02895	2000 HON UDY 679936	57 LEGAL RESIDENCE OUT OF TOWN	\$100.15
M00-4035-83	2017	MV Sup Roll	LYNCH RYAN 894 CASS AVENUE WOONSOCKET RI 02895	1999 STR 968951	99 MOTORE VEHICLE PHASE OUT	\$27.34
M00-4071-40	2016	MV Tax Roll	LAKE PATRICK J 209 4TH AVENUE WOONSOCKET RI 02895	2005 SUB LOI 525025	59 VEHICLE TRADE IN	\$278.32
M00-4071-40	2017	MV Tax Roll	LAKE PATRICK J 209 4TH AVENUE WOONSOCKET RI 02895	2005 SUB LOI 525025	59 VEHICLE TRADED IN	\$63.44
M00-4145-82	2017	MV Tax Roll	WIDOR ERIC P 597 GASKILL ST WOONSOCKET, RI 02895	2016 SUB FOR LR 729	57 LEGAL RESIDENCE OUT TOWN	\$725.52
M00-4181-70	2017	MV Sup Roll	CLANG SHANDEL M 469 BURNSIDE AVENUE APT 3L WOONSOCKET RI 02895	Multiple Items	99 MOTOR VEHICLE PHASE OUT	\$155.20
M22-0403-20	2017	MV Tax Roll	VALLEY TRANSPORTATIO N CORP 664 FRONT ST. WOONSOCKET RI 02895	2003 AME INT 003417	99 MOTOR VEHICLE PHASE OUT	\$460.26
R00-0112-10	2017	RP Tax Roll	ALLAIRE ROBIN L 6 LAFLAMME AVENUE WOONSOCKET RI 02895	18G-424-011 at 6 LAFLAMME AVENUE	54 INCORRECTLY CLASSIFIED	\$913.81

Woonsocket, RI

Posting Date / /
Transaction Date / /

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SEPTEMBER 18, 2017

Amendment: Report Abatement
Status Pending
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Amendment	Report	Abatement	Address	Assessor	Category	Value
R00-0182-22	2017 RP Tax Roll		37E-188-013 at 86 CASS AVENUE	KATTMAN MARI 86 CASS AVENUE WOONSOCKET RI 02895	96 PRO RATED HOMESTEAD	\$115.22
R00-0210-30	2017 RP Tax Roll		32E-139-041 at 207 LYDIA AVENUE	FERRENTI RUSSELL & ANNE-MARIE 207 LYDIA AVENUE WOONSOCKET RI 02895	86 FIRST APPEAL	\$24.83
R00-0259-51	2017 RP Tax Roll		49L-169-021 at 103 KENWOOD STREET	PIASCIK JOHN & RICCIO COREY 103 KENWOOD STREET WOONSOCKET RI 02895	96 PRO RATED HOMESEAD	\$577.11
R00-0357-07	2017 RP Tax Roll		08D-012-042 at 29 CANAL STREET	OLEARY JOAN 29 CANAL STREET UNIT 1 WOONSOCKET RI 02895	54 HOMSTEAD NOT APPLIED	\$206.49
R00-0378-44	2017 RP Tax Roll		39L-212-023 at 175 WINTHROP...	PIMENTEL BRIAN L & TORRES... 175 WINTHROP STREET WOONSOCKET RI 02895	96 PRO RATED HOMESTEAD	\$407.07
R00-8383-79	2017 RP Tax Roll		57C-132-032 at 38 RUSTIC DRIVE	BAPHAVONG JAMES 38 RUSTIC DRIVE WOONSOCKET RI 02895	96 PRO RATED HOMESTEAD	\$403.94
R00-9007-00	2017 RP Tax Roll		14E-342-094 at 99 ALLEN STREET 205	NOWACZYK MALGORZATA W 99 ALLEN STREET UNIT 205 WOONSOCKET RI 02895	96 PRO RATED HOMESTEAD	\$201.53
R02-2294-00	2017 RP Tax Roll		11G-351-018 at 37 MOWRY STREET	LAWLER JOSEPH M 500 HARRIS AVENUE WOONSOCKET RI 02895	98 REMOVE HOMESTEAD/RECEIFIED	\$4,133.93

Woonsocket, RI

Amendment Report - Abatement

Status Pending

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SEPTEMBER 18, 2017

Posting Date / /

Transaction Date / /

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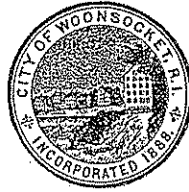
Abatement ID	Year	RP Tax Roll	Owner	Address	Assessment Code	Amount
R02-4166-00	2017	RP Tax Roll	BOBB LEWIS F + MYRNA 614 BOUND RD WOONSOCKET RI 02895-1602	60A-104-046 at 614 BOUND ROAD	51 ELDERLY EXEMPTION NOT APPLIED	\$438.96
R04-0325-20	2017	RP Tax Roll	SPLIETHOF JADE 128 JERVIS STREET WOONSOCKET RI 02895	39F-110-019 at 128 JERVIS STREET	96 PRO RATED HOMESTEAD	\$309.79
R04-2866-80	2017	RP Tax Roll	DESJARDINS NORMAND J 122 FAIRFIELD AVENUE WOONSOCKET RI 02895	30C-202-029 at 122 FAIRFIELD...	51 ELDERLY EXEMPTION NOT APPLIED	\$438.96
R05-1803-40	2017	RP Tax Roll	FOISY ROSE E 190 GRAND STREET WOONSOCKET RI 02895-5858	16E-292-031 at 190 GRAND STREET	51 ELDERLY EXEMPTION NOT APPLIED	\$438.96
R07-2059-00	2017	RP Tax Roll	GAUTHIER ERIC L 93 HEMOND AVENUE WOONSOCKET RI 02895	18H-348-025 at 93 HEMOND AVENUE	96 PRO RATED HOMESTEAD	\$168.36
R12-3281-00	2017	RP Tax Roll	16 WEST PARK PLACE LLC 329 PARK AVENUE WOONSOCKET RI 02895	27E-133-008 at 16 WEST PARK PLACE	86 FIRST APPEAL	\$930.64
R13-3913-70	2017	RP Tax Roll	KEOVONGSAVANG JOANNE 561 MANVILLE ROAD WOONSOCKET RI 02895	29E-217-022 at 559 MANVILLE ROAD	96 PRO RATED HOMESTEAD	\$74.52
R18-1794-50	2017	RP Tax Roll	SIMOUNET MICHAEL D & TARDIE LYNN A 45 THIBEAULT AVENUE WOONSOCKET RI 02895	31A-051-054 at 45 THIBEAULT AVENUE	96 PRO RATED HOMESTEAD	\$419.47

\$12,013.82

Total

2013-2014

10/1/13



September 18, A.D. 2017

RESOLUTION

AUTHORIZING THE BORROWING OF FUNDS TO DESIGN, BUILD AND OPERATE A NEW DRINKING WATER TREATMENT PLANT AND THE FILING OF A WATER RATE ADJUSTMENT REQUEST BEFORE THE RHODE ISLAND PUBLIC UTILITIES COMMISSION

- WHEREAS, the City has entered into a Consent Agreement dated June 27, 2008 ("Consent Agreement") with the Rhode Island Department of Environmental Management with respect to the City's appeal of the issuance of a new RIPDES (RI Pollutant Discharge Elimination System) permit for the City's drinking water treatment plant; and
- WHEREAS, under the Consent Agreement, the City has agreed to eliminate effluent wastewater discharge to the Blackstone River from the drinking water treatment plant in accordance with the schedule established in the Consent Agreement; and
- WHEREAS, in order to achieve the requirements of the Consent Agreement and of new drinking water requirements imposed by the US Environmental Protection Agency and the Rhode Island Department of Health, the City must build a new drinking water treatment plant ("New Plant"); and
- WHEREAS, the Rhode Island Department of Health (DOH), through its Office of Drinking Water Quality has accepted, the City's application for a new water treatment facility to be placed on the DOH Project Priority List so as to make the New Plant eligible for reduced cost financing from the Drinking Water State Revolving Fund, upon application by the City with the Rhode Island Infrastructure Bank; and
- WHEREAS, the City's Water Division is a public utility regulated by the Rhode Island Public Utilities Commission and the Division of Public Utilities and Carriers, pursuant to Title 39 of the General Laws of the State of Rhode Island.

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

- SECTION 1.** That the Mayor shall cause to be prepared a new and updated cost of service study to determine existing and projected expenses and the revenues required by the Water Division to fund its operations and expenses, including but not limited to the funding required to service the debt on borrowing the funds to design and construct a new water treatment facility.
- SECTION 2.** That the Mayor shall prepare, issue and submit one or more applications to the Rhode Island Department of Health, Office of Drinking Water Quality and the Rhode Island Infrastructure Bank for the borrowing of sufficient funds, from the Drinking Water State Revolving Fund in order to finance the design, build and operations of a new drinking water treatment plant.

SECTION 3. That the Mayor shall prepare, issue and submit an application to the Rhode Island Division of Public Utilities and Carriers for authority to incur long term debt financing by the City's Water Division, in order to finance the design, build and operations of a new drinking water treatment plant.

SECTION 4. That the Mayor shall prepare, submit, present to hearings and decision, a rate adjustment application with the Rhode Island Public Utilities Commission for authorization to adjust the rates charged to the City's water users so as to fund the Water Division's on-going and projected operations and expenses, including not limited to, the funding requirements to service the debt on borrowing the funds design and construct a new water treatment facility.

SECTION 5. All acts of the Mayor and all officials of the City on behalf of the Mayor, taken in conformity with the purpose and intent of this Resolution shall be, and hereby are, in all respects ratified, approved, and confirmed.

SECTION 6. 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



September 18, 2017

RESOLUTION

AUTHORIZING AWARD OF A CONTRACT FOR AN ENGINEERING CONSULTANT TO SUPPORT THE RIDOH FOR THE REVIEW OF THE WOONSOCKET WATER TREATMENT PLANT PROJECT

- WHEREAS, the Department of Public Works has entered into an agreement to construct a new drinking water treatment plant to replace the existing obsolete water treatment plant; and
- WHEREAS, one requirement of the Rhode Island Department of Health (RIDOH) Amended Certificate of Approval for the project is that the City retain the services of a consulting engineer to provide support services to the RIDOH during the project; and
- WHEREAS, the City issued a Request for Proposals for firms to provide the necessary services through the process governed by the Code of Ordinances; and
- WHEREAS, proposals were received by the City on Friday, September 1, 2017 from two qualified firms, C & E Engineering and Wright-Pierce, and
- WHEREAS, RIDOH has reviewed the proposals and provided a letter of recommendation to award a contract to Wright-Pierce of 10 Dorrance Street, Suite 840, Providence, RI; and
- WHEREAS, the Department of Public Works and its consultant CDM Smith are recommending that a contract be awarded in accordance with the proposal submitted by Wright-Pierce, for the total "not to exceed" fee of \$233,000.00.

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

SECTION 1. That the Department of Public Works is hereby authorized to negotiate and execute a contract with Wright-Pierce of Providence, RI in accordance with their proposal submitted to support the RIDOH for the review of the Woonsocket Water Treatment Plant Project.

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'



Department of Health
Three Capitol Hill
Providence, RI 02908-5097
TTY: 711
www.health.ri.gov

September 11, 2017

Steven D'Agostino, DPW Director
City of Woonsocket
169 Main St
Woonsocket, RI 02895

RE: Proposed Water Treatment Plant DBO – Peer Review Engineering Support for RIDOH
Woonsocket, RI (PWS ID# RI1559518)

Dear Mr. D'Agostino:

As a requirement of the Amended Certificate of Approval for the above-referenced project, the City of Woonsocket solicited proposals from qualified engineering firms to provide engineering support services to the RIDOH Center for Drinking Water Quality (RIDOH) during the project. Such proposals were received by the City's Purchasing and Engineering Departments on Friday 9/1/2017, and opened in the presence of the undersigned. RIDOH has reviewed the two proposals submitted by Wright-Pierce, and C&E Engineering. Three RIDOH Staff reviewed and scored the quality of the proposals as specified in the Request for Proposals (RFPs). After such reviewing and scoring the proposal merits, the price proposals were opened and evaluated. Scoring was completed with certain points for the two cost proposals. The average resulting points for proposal merits and cost were 94 points for Wright-Pierce, and 79 points for C&E Engineering.

RIDOH has real concerns with C&E's proposal and experience for performing the necessary services on this project – a project of this size and magnitude. Although C&E is a capable firm for small public water systems and some municipal systems, this project is very complex not only from engineering, permitting, and construction logistics points of view, but from DWSRF and funding-requirements points of view also. The amount of guidance that RIDOH would have to provide to C&E staff because of these extensive requirements would significantly diminish the purpose of these peer review services. Additionally, RIDOH disagrees with C&E's proposed cost calculation, in that, the average rate of staff applied would be more like \$95/hour based on the level of engineering staff needed on this job. C&E's likely cost would be more close to \$4120 per month. This is not to discredit C&E, but rather to present a common denominator of project staffing between the C&E and Wright-Pierce proposals.


The cost scoring compared C&E's proposal of \$165K and Wright-Pierce's \$233K. Utilizing the RI State Purchasing weighted average formula, C&E would receive 20 points for cost factor, and Wright-Pierce would receive 14 points for cost factor. For merits of the project proposal, however, C&E received an average of 59, and Wright-Pierce received 80 points.

Wright-Pierce provided a superior proposal, and clearly has the knowledge, project understanding, and DWSRF experience necessary to provide the services required for this complex and costly project. Wright-Pierce has recently completed these exact services for the \$76M Newport Water Treatment Plant project, and done so in an exemplary manner. Therefore, RIDOH selects Wright-Pierce to perform and provide the required peer review engineering services for this very important City project.

RIDOH respectfully requests that the Woonsocket City Council approves this recommendation at its upcoming 9/18/2017 meeting, and directs City Administration to execute the contract with Wright-Pierce for these required engineering services. Such contract execution will bring the Woonsocket Water Division into compliance with condition no. 2 of the Amended Certificate of Approval for DWSRF funding.

If you have any questions, please contact me at 401-222-7776 or anthony.sylvia@health.ri.gov.

Sincerely,



Anthony M. Sylvia, PE

Senior Sanitary Engineer

CC: Marc Viggiani, Woonsocket Water
Jonathan Pratt, Woonsocket Engineering
Anna Coelho-Cortes, RI Infrastructure Bank
Carlene Newman, RIDOH-DWQ
Rhonda Pogodzienski, AECOM
Robert Otoski, CDM-Smith

Carlene

EVALUATION SCORING FOR ENGINEERING ASSISTANCE CONTRACT

CRITERIA		COMMITTEE MEMBER	C & E	Wright-Pierce
			45	80
A	Quality of Proposal (0-25 point/s)		15	25
		Carlene Newman		
		Anthony Sylvia		
		Garth Hoxie-Quinn		
		AVERAGE		
B	Consultant and Team Qualifications (0-30 point/s)			
		Carlene Newman	20	30
		Anthony Sylvia		
		Garth Hoxie-Quinn		
		AVERAGE		
C	Pertinent Experience (0-25 point/s)			
		Carlene Newman	10	25
		Anthony Sylvia		
		Garth Hoxie-Quinn		
		AVERAGE		
D	Cost (0-20 point/s)*		20	14
RECOMMENDATION			65	94

totals

94

Anthony Sylvia 9/8/17

EVALUATION SCORING FOR ENGINEERING ASSISTANCE CONTRACT

CRITERIA		COMMITTEE MEMBER	C & E	Wright-Pierce
			53	80
A	Quality of Proposal (0-25 point/s)	Carlene Newman		
		Anthony Sylvia	18	25
		Garth Hoxie-Quinn		
		AVERAGE		
B	Consultant and Team Qualifications (0-30 point/s)	Carlene Newman		
		Anthony Sylvia	22	30
		Garth Hoxie-Quinn		
		AVERAGE		
C	Pertinent Experience (0-25 point/s)	Carlene Newman		
		Anthony Sylvia	13	25
		Garth Hoxie-Quinn		
		AVERAGE		
D	Cost (0-20 point/s)*		20	14
RECOMMENDATION			73	94

Sub
TOTAL
w/out
cost

Garth Hoxie-Quinn

EVALUATION SCORING FOR ENGINEERING ASSISTANCE CONTRACT

CRITERIA		COMMITTEE MEMBER	C & E	Wright-Pierce
			78	80
A	Quality of Proposal (0-25 point/s)			
		Carlene Newman		
		Anthony Sylvia		
		Garth Hoxie-Quinn	23	25
		AVERAGE		
B	Consultant and Team Qualifications (0-30 point/s)			
		Carlene Newman		
		Anthony Sylvia		
		Garth Hoxie-Quinn	30	30
		AVERAGE		
C	Pertinent Experience (0-25 point/s)			
		Carlene Newman		
		Anthony Sylvia		
		Garth Hoxie-Quinn	25	25
		AVERAGE		
D	Cost (0-20 point/s)*		20	14
RECOMMENDATION			(98)	94

Sub
TOTAL
w/ cost
cost

C&E - Team seems to have vast knowledge of previous water treatment plants, plus they can be onsite in moments
 - Licensed
 - Registered
 - no conflicts of interest
 - referral letters

WP
 - 200+ staff
 ↳ w/ multidisciplinary
 - involved in projects scope of work
 - familiar w/ design & objectives
 - Review team did Newport
 ↳ Remained in budget
 - larger staff involvement

City of Woonsocket
Rhode Island



Resolution

September 18, A.D. 2017

**URGING THE GENERAL ASSEMBLY TO NOT OVERRIDE THE
GOVERNOR'S VETO OF HOUSE BILL 2017 5593, AN ACT RELATING
TO LABOR AND LABOR RELATIONS – ARBITRATION,
CONTINUANCE OF CONTRACTUAL PROVISIONS**

WHEREAS, House Bill 2017 - 5593, an Act Relating to Labor Relations – Arbitration – Continuance of Contractual Provisions, along with companion Senate Bill 2017 - 285, have been passed by the Rhode Island General Assembly and were transmitted to the Governor; and

WHEREAS, the enactment of these Bills would result in contractual provisions contained in an otherwise expired municipal collective bargaining contract to continue into perpetuity or until such time as a successor contract has been reached between the parties; and

WHEREAS, such a law would place a significant and unnecessary burden on the bargaining process, having the effect of potentially removing all incentive for one party or the other to negotiate and bargain in a timely and reasonable manner; and

WHEREAS, there already exists a plethora of statutes and labor regulations that provide guidance and protections for all parties in connection with collective bargaining; and

WHEREAS, the Governor vetoed the passage of the subject bills; and

WHEREAS, the General Assembly may take measures to over-ride the Governor's veto of the subject Bills.

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

SECTION 1. The City Council respectfully requests that the Rhode Island General Assembly not take any actions to override the Governor's veto of House Bill 5593 and Senate Bill 285.

SECTION 2. The City Council respectfully requests that the Rhode Island General Assembly not enact any legislation that is similar to House Bill 2017 -5593 or Senate Bill 2017 - 285 that would effectively create "evergreen contracts".

SECTION 3. The City Council respectfully requests Mayor Baldelli-Hunt to issue a written communication to the General Assembly leadership, including the City's local delegation, with a copy to the City Council, explicitly requesting that the General Assembly not override the Governor's veto of House Bill 2017 - 5593.

SECTION 4. The City Council directs the City Clerk, upon approval of the majority, to forward a certified copy of this resolution to the Rhode Island General Assembly Representatives and Senators for the City of Woonsocket, the Speaker of the Rhode Island House of Representatives and the President of the Rhode Island Senate, the Governor of Rhode Island, the Mayor of the City of Woonsocket and the Chairman of the Woonsocket School Committee, and the City/Town Clerks of the cities and towns of the State of Rhode Island.

James C. Cournoyer

City of Woonsocket
Rhode Island



Resolution

September 18, A.D. 2017

**AUTHORIZING THE CITY COUCIL TO DEMAND
THE IMMEDIATE RESIGNATION OF ZONING BOARD OF
REVIEW OFFICIAL ROLAND MICHAUD**

WHEREAS, Roland Michaud is a member of the City of Woonsocket Zoning Board of Review; and

WHEREAS, On or about September 8, 2017 in a public radio broadcast interview, Roland Michaud made false accusations against the Mayor of Woonsocket by stating that she *"is an incompetent fraud"*. He continued his chauvinistic abusive tirade by making comments of a derogatory, degrading, offensive and sexist nature about the Mayor where he referred to her as an *"insecure, crazy, nutty broad"*.; and

WHEREAS, Said comments are abusive, reprehensible and repugnant to the women of this City; and

WHEREAS, Roland Michaud's publicly displayed sexist and abusive behavior has clearly demonstrated that he is unfit to hold any office or act in any official capacity in the City of Woonsocket.

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

SECTION 1. That the City Council hereby demands that Roland Michaud immediately resign from his position on the Woonsocket Zoning Board of Review.

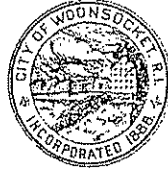
SECTION 2. The City Council finds Roland Michaud acted in a shameful unprofessional manner that is an embarrassment to the City of Woonsocket and that said behavior is extremely offensive and degrading to all women.

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

Melissa Murray
City Council

Christopher Beauchamp
City Council

City of Woonsocket
Rhode Island



September 18, A.D. 2017

RESOLUTION

AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC
WORKS TO ISSUE A WRITTEN AUTHORIZATION TO CDM SMITH
FOR CONSTRUCTION SUPPORT SERVICES FOR THE
NEW WATER TREATMENT PLANT PROJECT

- WHEREAS, the City has recently entered into an agreement to construct a new drinking water treatment plant to replace the existing water treatment plant; and
- WHEREAS, CDM Smith was engaged in 2015 to provide professional engineering consulting services throughout the duration of the project; and
- WHEREAS, CDM Smith has been providing those services in accordance with the 2015 agreement during the procurement of DBO (design, build, operate) contractual services; and
- WHEREAS, the procurement of the DBO services is now complete and the project is moving on to design and construction; and
- WHEREAS, the 2015 agreement includes a detailed scope of services for engineering services during design and construction for an additional amount of \$2,092,267; and
- WHEREAS, the 2015 agreement requires that a separate written authorization to proceed be given by the Owner prior to CDM Smith performing these additional services; and
- WHEREAS, the Department of Public Works has secured funding for these additional services and desires to authorize the additional services to ensure that the design and construction proceed according to the contract specifications; and

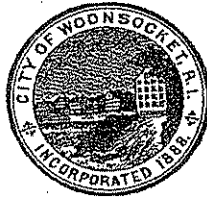
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:

SECTION 1. That the Mayor and the Director of Public Works are hereby authorized to issue a written authorization to CDM Smith of Providence, RI to proceed with the engineering services during design and construction of the new water treatment plant as outlined in the agreement signed on May 20, 2015.

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'

Steven D'Agostino
Director



Lisa Baldelli-Hunt
Mayor

Department of Public Works
Woonsocket Rhode Island

September 19, 2017

Mr. Robert M. Otoski, P.E., Associate
CDM Smith Inc.
260 West Exchange St., Suite 300
Providence, RI 02903

RE: Authorization to Proceed

Dear Mr. Otoski,

You are hereby authorized to proceed with construction support services in conjunction with the construction of the new drinking water treatment plant for the City of Woonsocket. These services are to be provided in strict accordance with the agreement between CDM Smith and the City signed on May 20, 2015. The detailed scope of services will be as described in attachments 2 and 3 of that agreement.

It is understood that compensation for this additional scope of services will be paid in accordance with attachment 4 of said agreement. The method of payment for the services provided by CDM Smith shall be on a cost plus fee basis. An additional amount of \$2,092,267 is provided under that agreement for construction support services.

You are now authorized to proceed with the provision of your services immediately as the DBO contractor is now under agreement and design and construction work is commencing. We look forward to continuing to work with you on this project.

Sincerely,

Steven D'Agostino
Director of Public Works

Lisa Baldelli-Hunt
Mayor

AGREEMENT
PROFESSIONAL ENGINEERING CONSULTING SERVICES
WOONSOCKET WATER TREATMENT PLANT

This AGREEMENT between the City of Woonsocket (OWNER/CITY) and CDM Smith (ENGINEER) provides for Consulting Professional Engineering Services in Procuring DBO (Design, Build, Operate) Contractual Services and providing Engineering Services During Construction for the Construction of a New Water Treatment Plant and its ancillary facilities for the OWNER.

Scope of Work

Detailed Scope of Services for the Procurement Phase is provided in Attachment 1. Detailed Scope of Services for the Construction Phase is provided in Attachments 2 and 3.

Price and Payment

Payment shall be as described in Attachment 4.


Schedule

Schedule shall be in support of Project Schedule provided in Attachment 5.

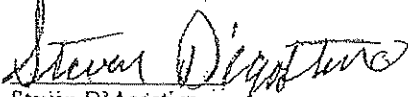
Terms and Conditions

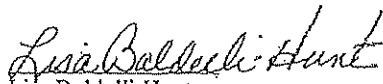
These services shall be performed in accordance with the attached (one page) Terms and Conditions.

CDM Smith, ENGINEER:


Robert M. Otoski
Principal in Charge

City of Woonsocket, OWNER:


Steven D. Agostino
Director of Public Works


Lisa Baldelli-Hunt
Mayor, City of Woonsocket

Date: 05.20.15

TERMS AND CONDITIONS
TO THE AGREEMENT BETWEEN
CDM Smith Inc. (ENGINEER)
AND CITY OF WOONSOCKET (OWNER)

1. *Authorization to Proceed* - Execution of this AGREEMENT by the OWNER and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not alter the terms of this AGREEMENT.
2. *Use of Documents* - The OWNER agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the OWNER for this Project and that all documents furnished to the OWNER are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by CDM Smith for other than the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from all claims, damages, losses and expenses including all attorney's fees arising from such reuse.
3. *Limitation of Liability* - Notwithstanding any provision to the contrary contained in this AGREEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of fee paid under this Agreement to CDM Smith over the twelve month period up to and including the month of the cause.
4. *Consequential Damages* - Notwithstanding any language to the contrary contained in this AGREEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREEMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.
5. *Independent Contractor* - CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AGREEMENT.
6. *Standard of Care* - The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The OWNER agrees that services provided will be rendered without any other warranty, expressed or implied.
7. *Payment to CDM Smith* - CDM Smith will submit monthly invoices for services rendered and expenses incurred. The invoices will be based upon CDM Smith's total services actually completed at the time of billing. The OWNER shall make payment within sixty (60) days in response to CDM Smith's monthly invoice. Invoices may, at the option of CDM Smith, include interest charges of one and one-half percent (1-1/2%) per month on unpaid balances over 60 days due. OWNER agrees to pay all charges including attorney's fees involved in collection of unpaid balances.
8. *Termination* - The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party requires seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.
9. *Severability and Reformation* - Any provision of this AGREEMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREEMENT may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ATTACHMENT 1
City of Woonsocket, Rhode Island
Water Treatment Plant DBO Procurement Engineering Scope of Services

The following Tasks address the Scope of Services for the City's ENGINEER, including: preparation of the RFP for DBO proposers; development of technical baseline requirements for the DBO proposers; preparation of select designs to a conceptual, report, 30% or 100% level of completion; management of the Q&A and addendum period through submittal of proposals, review of proposals for technical content, provision or recommendations to the selection committee, support in contract negotiation, preparation of conformed documents for the contract and general and field services during construction.

Task 1 - Existing Information (for Appendices to Volume III)

ENGINEER shall consolidate information, results, findings and recommendations from previous studies and evaluations for inclusion in the RFP for the DBO contract as defined below.

Task 1.1 - Compile and Incorporate Background Technical Documents

ENGINEER shall compile and provide all available background documents and technical information to the DBO proposers. These shall be provided to proposers as pdf files; coordinated with and made part of Volume III.

Task 1.2 - Assessment of Current Water Quality Data

ENGINEER shall prepare a summary technical memorandum that presents recent water quality data and evaluations of proposed water treatment processes for the new Water Treatment Plant (WTP). ENGINEER shall review, analyze, and present the historic ranges of water quality parameters that are available in the OWNER's sampling records and reports from 2003 through the information provided in the 2014 Spring Water Treatment Piloting report.

ENGINEER shall compile the available water quality and treatment information and provide available reports with a summary technical memorandum for inclusion in the RFP.

Task 1.3 - Current WTP Operating Information

ENGINEER shall compile available operating and maintenance (O&M) data to document existing WTP operating practices and information. ENGINEER's O&M specialists will perform a visit to the WTP and update information provided in previous evaluations. After interviewing treatment plant operators, ENGINEER will document any current treatment challenges. The reason for this exercise is that the DBO contractor shall be responsible for operation of the current plant for an estimated 18 months before it is shut down.

ENGINEER will document the O&M practices at the existing WTP and include this information in the RFP for use by DBO proposers.

Task 2 - Prepare Baseline Project Information and Requirements (for Appendices to Volume III)

Using the existing data and information collected in Task 1 and performing the additional investigations included in this Phase 2, ENGINEER will document and include certain baseline requirements and information in the RFP, as follows:

Task 2.1 - Water Demands, Treatment Capacity, and Phasing

OWNER has determined that the initial WTP size shall be 7.0 mgd maximum day demand expandable to 10.5 mgd in the future.

Task 2.2 Bench Scale Testing with Chlorine Dioxide for Manganese Removal

All water treatment piloting processes were not efficient at removing manganese. ENGINEER determined that raising the pH of the source water improved Mn removal, but also proved detrimental to floc formation with higher effluent dissolved air floatation (DAF) turbidity values. The higher DAF effluent turbidity subsequently shortened filter run times due to the increase in solid loading. In addition, piloting results showed elevated aluminum in the post filtered water.

ENGINEER shall perform bench scale testing of the source water with chlorine dioxide to determine the efficiency of chlorine dioxide in oxidizing Mn, which would be followed by subsequent filtration. To determine chlorine dioxide oxidation effectiveness, ENGINEER shall perform jar tests as outlined in AWWA Manual 12 - Simplified Procedures for Water Examination, Chapter 16 - Jar Tests. The jar testing will be performed to mimic the rapid mix and flocculation steps as well as the contact time provided in the dissolved air flotation tank to determine the effect of chlorine dioxide in the removal of manganese by filtration. ENGINEER shall measure chlorine dioxide as outlined in standard methods (Standard Method 4500-chlorine dioxide B) and chlorite or chlorate by ion chromatographic method or Amperometric method. ENGINEER shall document the bench scale testing and treatment evaluation results in a technical memorandum so findings are available for the responding DBO proposers.

Should the chlorine dioxide not prove efficient at removing Mn at the bench scale, ENGINEER will discuss additional services and corresponding fee with the OWNER for assessment of other potential alternatives such as post filter high rate catalytic solid contactors for implementation full scale. The testing of potential alternatives to chlorine dioxide is not initially budgeted in this Contract.

Task 2.3 - Permitting

ENGINEER has completed some of the initial permitting tasks for the new WTP including a project permit plan. The DBO contractor will be responsible for any permit applications that require more detailed design information and also for completing any permitting processes initiated on the basis of preliminary project information.

Task 2.3.1 Assistance with Final Permitting Required for DWSRF Program

OWNER will use the Rhode Island Drinking Water State Revolving Loan Fund (DWSRF) program for financial assistance to design and build the new WTP. Since DWSRF financing is being sought, ENGINEER will assist the OWNER with providing any information that either HEALTH, the Rhode Island Department of Environmental Management (RIDEM) or Rhode Island Clean Water Finance (RICWF) Agency may need. ENGINEER will review and update current documentation for approved permits as needed throughout the project.

Task 2.3.2 Wetland Permitting for Two Insignificant Alteration Applications

ENGINEER shall conduct two days of field work to flag wetlands near and adjacent to the proposed raw water pump station site and the Jillson Avenue roadway improvements. ENGINEER will consult with the Rhode Island Natural Heritage Program (RINHP) regarding the presence of state listed rare and endangered species or special resource protection areas at both sites and request a project review by the Rhode Island Historic Preservation Commission (RIHPPC). ENGINEER will prepare two wetlands permitting application submissions for an Insignificant Alteration for installation of the proposed raw water pump station and reconstruction of Jillson Avenue post WTP construction. ENGINEER will submit two permit applications to the RIDEM Fresh Water Wetlands Division for review. ENGINEER shall attend up to two meetings with the OWNER and RIDEM to discuss the project and permit applications, address comments and finalize the Insignificant Alteration permit application.

ENGINEER anticipates that:

- historical and archeological survey will not be required for this project at either the raw water pump station or Jillson Avenue sites and has not included this survey or permitting in the scope of services
- the project will not alter any State or Federal rare or endangered species, species of special concern or their habitat
- an Army Corps of Engineers permit will not be required and therefore, ENGINEER has not included the preparation of a RIDEM 401 Water Quality Certification in the permitting services

Task 2.3.3 Phase 2 Environmental Site Assessment for Raw Water Facilities

ENGINEER will perform preliminary inspection and assessment activities to investigate the possible presence of soil and/or groundwater contamination in the vicinity of the Firing Range site where the new Raw Water Pump Station will be sited. ENGINEER will identify potential soil and/or groundwater conditions that may require special design or disposal considerations, or present a health or safety risk to construction workers or the general public during planned future construction. Potential areas of contamination will be investigated through subsurface soil and groundwater investigation performed in conjunction with the geotechnical assessment. ENGINEER will review the collected information to evaluate the potential presence of contamination and be documented in a Phase II report and the Site Assessments will be performed in substantial compliance with current ASTM standards.

Task 2.3.3.1 Pre-characterization Soil Sampling

- Prepare a site specific health and safety plan to address field activities.
- Coordinate and contract with the drilling subcontractor to conduct the work described herein. The boring locations will be located in the field and identified with stakes. The drilling contractor will contact Dig Safe a minimum of 72-hours prior to the commencement of the drilling.
- Oversee the advancement of five soil borings to approximately 6 feet below ground surface (bgs) within the proposed footprint of the excavation. Soil will be screened in the field using a photoionization detector (PID) for the presence of volatile organic compounds (VOCs) and the soil description will be logged.
- Collect soil samples for laboratory analysis of disposal parameters, including: VOCs, semivolatile organic compounds (SVOCs), total RCRA 8 metals, polychlorinated biphenyls (PCBs), total petroleum hydrocarbons – gasoline range organics and diesel range organics (TPH GRO/DRO), pH and ORP, conductivity, reactivity and ignitability. For costing purposes, the following assumptions have been made:
 - Field duplicates will not be collected, however for quality assurance/quality control purposes a sample will be as a matrix spike for metals analysis.
 - One trip blank for VOCs will be submitted per cooler (1 total).
 - Twenty-five percent of the samples will require TCLP analysis for RCRA 8 metals for up to 2 metals.
 - If the result of total chromium is greater than 100 mg/kg in any soil sample, the sample will be analyzed for hexavalent chromium. The results obtained from pH and ORP analysis for each soil sample is required to calculate the concentration of total chromium. pH and ORP have 24-hour hold times, therefore, it is required that each soil sample be analyzed for pH and ORP. For costing purposes, it is assumed that ten percent of the samples will be analyzed for hexavalent chromium.
- Soil samples will be submitted to a certified testing laboratory within the required hold times and for standard 5-day turnaround. All soil spoils will be returned to the borehole or landscaped, thus,

costs for soil disposal is not included in this scope of services. However, if soil staining is visible or product is noted, the City will be notified and the soil will be drummed for transport and off-site disposal

- This pre-characterization investigation is being conducted to obtain information on the sub-surface conditions for the proper management of soil during construction. However, additional soil sampling may be needed to meet the sampling requirements of out-of-state disposal facilities and/or if a hot spot exists.

Task 2.3.3.2 Monitoring Well Installation and Sampling

- Oversee the installation of one groundwater monitoring well for the collection of a groundwater sample to determine proper management of water encountered during construction, including the need for discharge under a National Pollutant Discharge Elimination System (NPDES) Remediation General Permit (RGP).
- Develop the groundwater monitoring well a minimum of 24 hours after installation. Purged water will be discharged to the landscape, upgradient of the well, and therefore water disposal is not included in this scope of services. However, if sheen on the water is observed, the City will be notified and the water will be stored in 55-gallon drums for transport and disposal. It is assumed that well development will be completed in one day.
- Collect groundwater samples from the groundwater monitoring well via low flow methods for laboratory analysis of VOCs, PCBs, SVOCs, polycyclic aromatic hydrocarbons (PAHs), EDB, total and dissolved RCRA 8 metals including hexavalent chromium, TCN, total petroleum hydrocarbons, total phenol, TRC, total suspended solids, and chloride. Groundwater samples will be submitted to Alpha for standard 5-day turnaround. It is assumed that well sampling will be completed in one day.
- For budgeting purposes, it is assumed that investigation derived waste (IDW) will not be generated and all excess soil generated during the monitoring well installation will be spread onsite. Therefore, for budgeting purposes, drums and disposal are not included.

Task 2.3.3.3 Data Review and Summary

- Prepare a technical memorandum which summarizes the analytical results and compares the soil analytical results to the applicable Rhode Island Department of Environmental Management Direct Exposure Criteria (RIDEM DEC) standards to determine if a reporting condition exists, and an assessment of special disposal and handling requirements during construction activities. The memorandum will include a site plan showing the boring locations, boring logs, and the analytical results presented in a table with comparison to standards and will be included within the RFP for review by perspective DBO proposers.

Task 2.4 - Geotechnical Evaluations

ENGINEER will perform geotechnical investigations to verify quantities for removal of rock at the proposed Bernon Heights WTP site and the proposed raw water pump station at the police shooting range. Additional subsurface explorations and investigations are desirable along the raw

water main route from the raw water pump station to Lydia Avenue and along Jillson Avenue the road reconstruction work post-WTP construction.

ENGINEER will contract with a boring contractor and oversee their field work for up to 13 borings to anticipated depths (i.e., seven borings to 20-feet deep at WTP site, one boring to 25-feet at pump station site, and five borings to 15-feet along raw water main cross country route) and coring of the bedrock (up to 45-feet), ENGINEER will review the boring logs and soil/coring sample to better characterize the soil conditions and type, quantity and extent of rock for the DBO proposers' use in developing their proposal costs for these project areas. ENGINEER's geotechnical engineers will review all existing geotechnical information and perform required soil testing on select samples, including grain size and Atterberg limits, to obtain more insight into the site subsurface conditions. ENGINEER will prepare a geotechnical memorandum describing our findings, observations, and soil testing results. Any available geotechnical information will be included in the DBO procurement document and used to highlight specific areas of concern that may warrant special needs during final design and construction.

In addition to the above, the geotechnical program will be used to develop specifications for control of blasting for rock removal at the sites.

Task 2.5 Preliminary Civil/Site Design

ENGINEER will perform preliminary site and civil design for the proposed raw water pump station at the shooting range site and the new WTP at the Bernon Heights site off Jillson Avenue using existing survey and mapping that were produced during previous design phases. The proposed site design will provide site limits, buffer zones, limits of permanent facilities, limits of areas for use during construction, and paved access drives. Parking areas, exterior ADA compliant access to buildings, fences/gates and limited landscaping will be provided as notes to the site plans. ENGINEER's site designer will also include conceptual site layouts, grading and minimum erosion control requirements. The preliminary site design will incorporate Rhode Island stormwater regulations where they apply to this project while assuming an increase in impervious areas.

Task 2.6 Preliminary Drainage Design Services

Task 2.6.1 – Data Research and Field Investigation

ENGINEER will review plans, drawings and record documents provided by OWNER. Based on data research and existing survey, ENGINEER will perform a field investigation of the proposed water treatment plant and pump station sites with respect to stormwater runoff. Existing site conditions from the survey will be field verified as well as the surrounding topography.

Task 2.6.2 – Hydrologic and Hydraulic Evaluation

ENGINEER shall perform a hydrologic evaluation of existing and proposed conditions utilizing the Army Corps of Engineers HEC-HMS model.

ENGINEER will utilize a hydraulic spreadsheet model to simulate the proposed drainage system, using the HEC-HMS flows and Manning's equation based on full flow capacity for the 10-year storm event. The hydrologic and hydraulic design will be based on RIDEM Minimum Stormwater Management Standards.

The results of the pre- versus post-development analysis and the drainage system design will be summarized in a Drainage Report for inclusion in the RFP for the DBO proposer's review. ENGINEER will complete the RIDEM Stormwater Management Checklist for inclusion in the permitting documents to be included in the RFP. Documentation will be provided with respect to meeting the eleven minimum stormwater standards.

Task 2.6.3 - Drainage Plans

ENGINEER will prepare preliminary drainage requirements and plans, up to a conceptual level of completion, for inclusion in the final technical document in the RFP as base requirements for final design.

Task 3 - Water Treatment Performance, Design, and Construction Requirements (RFP Volume III)

This phase includes and describes the ENGINEER tasks that are needed to identify and document design and construction requirements for the WTP process and highlights what is necessary for a complete and functional facility. In the RFP Volume III, ENGINEER will present all information generated under Tasks 1 and 2 and clearly and thoroughly define acceptable performance, as well as design and construction requirements, for the new WTP treatment processes and ancillary facilities.

Task 3.1 - WTP Flow Performance Requirements

As previously addressed, as directed by the OWNER, the new WTP will have a design flow capacity of 7.0 mgd with a capability to expand up to 10.5 mgd (50% increase over initial capacity). Any expansion would ultimately require an updated safe yield analysis and, ultimately, a decision by the OWNER. ENGINEER will require the proposers to address future WTP expansion in their technical proposals.

ENGINEER will use information collected and developed under Phases 1 and 2 to define the performance requirements for the new WTP. Criteria shall include flows, a description of the influent water to the WTP, and a definition of the finished water product that shall be required.

Task 3.2 - Technical/Construction Discipline and Code Requirements

ENGINEER will provide the General Requirements section of the RFP, which will include an overview of codes, standards, specifications, and regulations referenced in the project design and construction requirements. The applicable codes for various building/function designs (e.g.,

structural, HVAC, Plumbing) that are referenced in this section will be addressed in greater detail for each of the discipline groups needed during the construction of the proposed WTP.

3.2.1 Architectural, Building Facilities, Laboratory Facilities

ENGINEER's architectural specialists will prepare conceptual designs for the new WTP and Raw Water pump station following a site visit. The architectural conceptual design will consist of conceptual plans, elevations and one building section and will be prepared following discussions with the OWNER and review of information and recommendations generated from previous workshops and studies. The architectural specialist will review up to five proposals submitted in response to the RFP.

3.2.2 Process Mechanical

ENGINEER's process mechanical design engineers will prepare conceptual mechanical designs for the new WTP and raw water pump station including all mechanical requirements for the RFP document and review up to five proposals submitted in response to the RFP.

3.2.3 Process Control and Monitoring

ENGINEER's instrumentation specialist will attend a workshop with the OWNER, provide process control/monitoring requirements for the RFP document and review up to five proposals submitted in response to the RFP.

3.2.4 Structural Requirements

ENGINEER's structural engineers will provide structural design requirements for the RFP document and review up to five proposals submitted in response to the RFP.

3.2.5 Heating, Ventilating and Air Conditioning

ENGINEER's heating, ventilation and air conditioning (HVAC) specialist will provide HVAC requirements for the RFP document, coordinate with Acoustics subconsultant to prepare a brief noise study to establish project site requirements and review up to five proposals submitted in response to the RFP.

3.2.6 Plumbing

ENGINEER's plumbing specialist will prepare plumbing requirements for RFP document, attend a meeting with the Woonsocket Fire Chief and review up to five proposals submitted in response to the RFP.

3.2.7 Electrical

ENGINEER's electrical engineers will prepare electrical requirements for RFP document, attend a meeting with the Woonsocket Fire Chief, provide technical electrical design criteria, describe redundancy intent and include reliability requirements for standby power. Electrical engineers will

also coordinate with National Grid and review up to five proposals submitted in response to the RFP.

3.2.8 Utility Interconnections

ENGINEER shall include the requirements for completing and coordinating all connections and utility services required for the project (e.g., water, sewer, electrical, telephone, SCADA). All interconnection activities will be addressed in a separate interconnection plan for each utility (provided under Task 5-Off Site Conceptual Design). The plan will include a layout of the utility and connections, an all-inclusive list of materials, utilities to be relocated to complete the work, schedule, and construction procedure.

Task 3.3 - Energy Considerations (Sustainability)

ENGINEER will meet with the OWNER to discuss tasks, needs and requirements for incorporating sustainable design parameters as part of the project. Within the RFP, ENGINEER will encourage proposers to incorporate innovative thinking into the design of the facility such as solar and/or wind power and "green" designs. The value to the OWNER is that the WTP may be eligible for energy rebates with appropriate energy savings measures.

Task 3.4 - Construction Controls

ENGINEER will define construction controls as requirements and constraints during construction to limit or avoid potential adverse impacts on continued operations and disruption to local residents. In this section of the RFP, language will be included to provide strict project controls on construction issues such as traffic, noise, hours of operation, blasting, dust, etc. ENGINEER will clearly craft and define the construction requirements for all new facilities to minimize or have no impact on adjacent schools and residents. The RFP construction controls document will present requirements and constraints and discuss each item clearly and separately. ENGINEER will provide specifications for controls in the RFP that the DBO contractor will abide by and be responsible for during construction.

Task 3.5 - Sewer Discharge Limitations, Sewer Discharge Fees

Solids removed from the raw water stream will be discharged into the adjacent sewer, wastewater collection system. ENGINEER will document limitations to the rate at which the flow may be discharged to the wastewater collection system and fees associated with the discharge. These costs and potential waste discharge schedules will be identified within the procurement documents.

Task 3.6 - Inventory of Reusable Equipment

ENGINEER will inventory, document and list all equipment, tools, etc. located at the existing WTP that have remaining useful life in the RFP document so that proposers may anticipate using them after start-up of the new WTP and decommissioning of the existing WTP.

Task 3.7 Demolition Requirements for Existing WTP

ENGINEER will document preparation efforts to be made by the DBO proposers for demolition of the existing WTP, with the intent being that the existing facility will be "moth-balled" or decommissioned after the new WTP is on-line and fully operational. ENGINEER shall provide written requirements for the DBO Contractor regarding how the existing equipment and facilities are to be prepared for existing WTP is decommissioning. ENGINEER's understanding is that a second demolition construction contract will be executed by the City at a later date to more completely demolition the existing WTP facility.

Task 3.8 - Prepare RFP Volume III

After completing all tasks in Phase 3, ENGINEER will consolidate all information, data, findings and results into the RFP Volume III. This document will clearly and concisely direct the DBO proposers while preparing the technical and design portion of their proposal.

Task 4 – Water Treatment Plant Operation and Maintenance Requirements (RFP Volume IV)

Owner must define the long-term operation and maintenance (O&M) requirements of the proposed WTP, including:

1. Document conditions for retaining OWNER's treatment plant staff (by City's legal consultant),
2. Provide requirements for operating and managing the new water treatment facilities
3. Establish demarcation of DBO contractors responsibilities of raw water, treatment and finished water facilities and the OWNER responsibilities for the storage and distribution system facilities
4. Define methods and lines of communication between OWNER and DBO Contractor regarding the seamless and cohesive operation of the total water supply system to ensure efficient and safe supply, treatment and distribution of water from the reservoirs to the water customers

Task 4.1 – New WTP Staffing

ENGINEER shall incorporate the OWNER's legal consultant's guidelines regarding conditions for staff retention and then document and describe the requirements and expectations of the DBO Contractor in Volume IV of the RFP.

Task 4.2 - O&M Performance Requirements for New WTP

In Volume IV, ENGINEER shall establish and define O&M performance requirements for the proposed WTP.

Task 4.3 –DBO Contractor Additional Responsibilities

ENGINEER shall delineate and clearly define the responsibilities of the DBO Contractor for the operation and maintenance of the existing water treatment facilities.

Task 4.4 - Requirements for Operations Staff

Following workshops and receipt of direction from OWNER, ENGINEER shall define operations staff requirements and needs to ensure that the proposed staffing for the new WTP is adequate for the proper operation and maintenance of the proposed facility. ENGINEER will develop base requirements for operations and maintenance staff for the WTP.

In addition to operation of the new facility, the OWNER's current plan is for the successful DBO proposer to assume operation of the existing facility through decommissioning. Under this section, ENGINEER will outline, develop and present needed improvements and replacements needed during construction of the new WTP, final operation approach, and also retirement of the existing WTP, which the proposers must address.

Task 4.5 - Maintenance Requirements for WTP

OWNER must ensure that the selected DBO firm properly maintains the new WTP to protect the OWNER's infrastructure investment. ENGINEER will develop a required and detailed approach and strategy for scheduled maintenance and mechanisms for repair and/or replacement of equipment must be include in the responding proposals and performed during the life of the DBO contract. Provision for training and training manuals shall be included. ENGINEER shall define conditions for proper operation and maintenance of the new raw water pump station facilities and proposed WTP and to maintain all proposed facilities in good running condition not only for the duration of the operations contract, but well beyond its expiration.

Task 4.6- Long-Term Costs for Consumables (Energy, Chemicals, etc.)

ENGINEER will address and define certain parameters regarding the quantity of each item that is to be consumed while operating the new WTP, as well as price changes due to market conditions. ENGINEER will develop a technical memorandum that documents the strategy for long-term consumable materials and costs for review by the OWNER. The memorandum will include agreed upon pricing of these consumables that will be included in the proposals, as process variations and operational approach developed by the proposers will control what is consumed. ENGINEER will develop the method for converting these operating costs into "present worth" costs for the economic evaluation of proposals, while also identifying a process for dealing with future price fluctuations.

Task 4.7 – OWNER and DBO Contractor Communications

ENGINEER shall define the method of communication between the OWNER and DBO Contractor following final construction and acceptance of the proposed WTP. ENGINEER will document

communication and management responsibilities to establish anticipated operation procedures for the water supply system.

Task 4.8 - Prepare RFP Volume IV

After completing all tasks in Phase 4, ENGINEER will consolidate all information, performance requirements, policies and procedures to operate and maintain the new WTP into the RFP Volume IV. This document will clearly direct the DBO proposers while preparing their proposal for the operation and maintenance of the new WTP and coordinating these efforts with the OWNER's operation of the water distribution system.

Phase 5 - Off-Site Conceptual Designs

ENGINEER will perform a preliminary and/or final design for critical off-site facilities that will be included under the DBO contract: the raw water pump station, off-site utilities, and roadway improvements.

Task 5.1 - Raw Water Facilities

ENGINEER will evaluate and determine the optimum location of the proposed raw water pumping station near the existing blending chamber site in North Smithfield. ENGINEER will evaluate two sites relative to the required building size, available land and site access and assess how raw water will be delivered from the proposed pump station site to the existing 30-inch transmission main in Lydia Avenue. ENGINEER will research and collect pertinent site information including size, zoning, and adjacent utilities of the selected raw water pump station site from the OWNER.

ENGINEER will determine the optimum route for the raw water piping and where the existing raw water main will be tapped and piped to the pump station, prepare a technical memorandum and meet with the OWNER to discuss our findings.

After siting the raw water pump station and transmission main has been selected and approved by the OWNER, ENGINEER will prepare preliminary design drawings for pumping station and draft-final raw water transmission main design drawings. The design drawings will show piping connections to the existing raw water mains at the blending chamber site while providing the flexibility to have the pump station provide future raw water supply to both the existing raw water pipe in Manville Road and the proposed cross country raw water transmission main to Lydia Avenue to provide redundant raw water mains to the new WTP.

ENGINEER will also provide design drawings for existing new raw water pipe in Manville Road to ensure redundant raw water supply to the proposed Bernon Heights WTP. This existing raw water pipe will be replaced after the new WTP is on-line and fully operational.

Task 5.2 - Hydraulics and Modeling for Raw Water Facilities

ENGINEER will use the OWNER's water system hydraulic model to assess hydraulic requirements for pumping raw water from the blending chamber site to the Bernon Heights site under a variety of conditions. ENGINEER's hydraulic modeling efforts will be used to ensure delivery of raw water supply through proposed and existing pipes between the blending chamber and the proposed WTP at Bernon Heights and then proper delivery of finished water to the Logee Street storage tanks and into the distribution system. The proposed approach for the raw water piping system is to use existing finished water piping and the ENGINEER will confirm that there are no hydraulic limitations to this approach.

- Use Woonsocket water distribution system model to simulate hydraulic conditions within the OWNER's distribution system to assess ability to accept raw water supply from the Woonsocket's reservoir system and to supply water to proposed WTP site at Bernon Heights under all supply conditions
- Determine potential raw water pump station location and pumping/piping requirements for transporting the raw water to the proposed WTP site
- Assess hydraulics for a raw water pumping facilities to pump raw water into the existing 30-inch transmission main on Lydia Avenue
- Determine whether piping improvements necessary to use existing 30-inch transmission main for raw water piping and isolate it from the distribution system

Task 5.3 - Roadway Improvements

ENGINEER will design roadway improvements in Jillson Avenue, which will be upgraded for increased traffic and chemical deliveries after the WTP is constructed. The roadway design will be based on the traffic study data, analysis and recommendations and discussions with OWNER officials regarding project criteria. The preliminary design phase submission shall include:

- Turning movements from Logee Street to confirm adequate radius for construction deliveries
- Specification language for limiting hours of operation for construction deliveries to restrict or limit student exposure to truck traffic and limit trucking route and schedule for deliveries to the site
- Conceptual plans with construction details showing two alternatives for proposed improvements including (1) reclaim, re-grade, re-pave the road and improve structure of the roadway while maintaining existing conditions and (2) design sidewalk from Logee to school access, reclaim, re-grade, re-pave add drainage and curbing.
- Establish horizontal and vertical alignments
- Typical roadway cross sections; critical cross sections, including sidewalk and ADA compliant ramps

- Proposed drainage improvements, lane configurations and pavement markings
- Traffic control strategies

ENGINEER's roadway design work does not include the following:

- Property line survey
- Land takings if needed to outline a proposed closed drainage system
- Any permitting aside from wetlands permitting adjacent to Jillson Avenue as defined earlier in Section 2.4.2
- Test pits or borings (anticipate that OWNER will excavate test pits, if necessary)

Task 5.4 - Preliminary Design Report

ENGINEER will consolidate and present all work completed under Phase 5 within a Preliminary Design Report. This report will include both drawings and text that present the proposed designs to a level of detail adequate to provide a clear understanding of the final constructed project. ENGINEER will also provide adequate information for accurate cost estimating.

ENGINEER shall meet with the OWNER and present the Preliminary Design Report prior to completion of design documents for the water force mains and roadway improvements for inclusion in the RFP.

Task 6 - Procurement Documents and Process

The objective of Phase 6 is to provide a detailed set of tasks to coordinate for the OWNER a single design-build-operate (DBO) procurement process for the new raw water pumping station, new Water Treatment Plant, off-site utilities and roadwork, and the interim operation and maintenance of the existing WTP, including the preparation of Request for Proposal Volume I documents, support to the OWNER's legal counsel in preparation of the draft DBO contract (RFP Volume II), and assistance in conducting the procurement process and negotiation of the final DBO contract to be presented for approval by City Council. Volumes III and IV preparation are included under Tasks 1 through 5, above.

Task 6.1 - Prepare Request for Proposals (RFP) Volume I

ENGINEER will prepare the Request for Proposals (RFP) to initiate a competitive proposal process for a single design-build-operate (DBO) contract for design, construction and operation of the new facilities as well as providing for operation of existing facilities until they are decommissioned. To initiate this task, a draft RFP document will be prepared and submitted to the OWNER for review and comment (including OWNER's legal counsel) to ensure that the final RFP will be prepared to be in conformance with applicable law as directed by the OWNER's legal counsel.

The RFP will take into account the OWNER's objectives, as well as prevailing standards and best practices in the municipal water DBO industry. The RFP, where appropriate, will summarize certain technical documents collected and prepared in support of this process.

The RFP document will be divided into four volumes:

- Volume I – Project Description and Proposal Instructions
- Volume II – Draft DBO Contract (prepared by OWNER's legal counsel)
- Volume III – New Plant Design and Construction Requirements
- Volume IV – Operations and Maintenance Requirements

RFP Volume I, RFP Volume III, and RFP Volume IV will be prepared by ENGINEER. Upon receipt of comments from the OWNER, each of these two volumes will be revised and incorporated into the final "for issuance" RFP.

ENGINEER will prepare a proposed outline of the RFP Volume I for the OWNER's review and comment. A preliminary listing (subject to revision by ENGINEER) of the major sections and subsections of RFP Volume I include:

Introduction

- Background
- Project Overview
- OWNER Objectives
- Defined Terms

Proposal Process and Requirements

- Communications Protocol
- RFP Addenda
- Proposal Schedule
- Site Access
- Alternative Design Concepts
- Effective Period for Proposals
- OWNER Rights

Project Scope and Services

- Project Description

- Role and Responsibilities
- Company Services
- Design/Build Performance Requirements
- Operation and Maintenance Requirements
- Project Quality Standards
- Permits and Approvals
- Existing Conditions
- Performance and Reliability Testing
- QA/QC Program

Proposal Requirements

Submission Place and Deadline

- Required Format
- Required Content
- Funding Sources and Conditions
- Technical Proposal Forms
- Business Proposal Forms
- Performance Security Forms (by OWNER's legal counsel)
- Insurance Requirements (by OWNER's insurance advisor)

Evaluation Criteria and Selection Process

- Qualifications Evaluation Criteria
- Technical Proposal Evaluation Criteria
- Business Proposal Evaluation Criteria
- Rating and Selection Process

A methodology (draft and final) will be prepared by ENGINEER for the OWNER's Evaluation Committee's use to apply the requirements and evaluation criteria set forth in the RFP to the proposal submittals. The methodology will include four basic components: (1) Responsiveness/Qualifications review, (2) Technical Proposal evaluation, (3) Business Proposal evaluation, and (4) selection process (i.e., overall combination of technical and business criteria).

The final methodology will be prepared upon completion of the OWNER's review and comment on the draft methodology.

Assumptions

- Two meetings with the OWNER to review the contents of the RFP Volume I.
- The applicable procurement policies or rules for RFP Volume I will be specified by OWNER's legal counsel.
- The OWNER's financial advisory firm will review and provide input to the draft RFP with respect to the information required to assess financial condition and the criteria and process to perform the assessment.

Deliverables

- Proposed outline of RFP Volume I
- One complete draft of the RFP Volume I document
- Draft and final evaluation methodology for the technical and business proposals
- "For issuance" RFP Volume I document and CD with PDF files

Task 6.2 - Support OWNER Preparation of Draft DBO Contract

ENGINEER will work with and provide support to OWNER's legal counsel in its preparation of the draft DBO contract that will be included as Volume II of the RFP. Such support will include the review and comment of interim draft DBO contracts prepared by OWNER's legal counsel and the attendance at meetings with the OWNER and OWNER's legal counsel to review and discuss such interim.

Assumptions

- Four meetings with the OWNER and OWNER's legal counsel

Task 6.3 - Conduct RFP Process

ENGINEER will support the OWNER and perform activities described in this Task necessary to complete the procurement process to result in the selection of a proposed DBO Contractor to enter into contract negotiations with the OWNER.

Subtask 6.3.1 - RFP Volumes I, III and IV Addenda

It is anticipated that ENGINEER will receive written questions from the DBO proposers and provide copies of the questions to the OWNER. All necessary addenda to the RFP Volumes I, III, and IV will be prepared by ENGINEER, including responses to questions and comments submitted by potential respondents. Each addendum will be provided to the OWNER in draft form. Upon the OWNER's review and approval, the final addendum will be prepared and issued to the DBO proposers by the OWNER (or by ENGINEER on behalf of the OWNER as authorized by the OWNER). Most addenda

will be issued not later than 15 business days after submission of written questions or comments, unless a longer time frame is required for approval by the OWNER, to aggregate questions from more than one proposer, or to prepare responses to relatively complex questions or comments.

Subtask 6.3.2 - Support OWNER Evaluation of the Proposals

Each proposal will be reviewed by ENGINEER, first for overall responsiveness and compliance with minimum qualifications requirements. Then ENGINEER's separate teams will review the Technical Proposals and the Business Proposals, respectively. An assessment of the responsiveness of each proposal will be completed within 30 business days of receipt of the proposals, unless clarifications are necessary. Such assessment will be documented in a memorandum and will also identify specific areas or points in each submittal where additional clarification or additional information may be required from the respondent. Upon review and approval by the OWNER, requests for clarification and additional information will be sent to each respondent (as necessary).

Support will be provided by ENGINEER to the OWNER's Evaluation Committee in the deliberative process of evaluating the Technical and Business Proposals and selecting the preferred respondent(s) for contract negotiations, including attendance at meetings of the Evaluation Committee and any interviews/meeting with respondents, preparation of memoranda addressing particular questions or areas of concern raised by the Evaluation Committee, contacts with references, and preparation of minutes of Evaluation Committee meetings. Such process will be conducted in accordance with the final proposal evaluation methodology developed.

The OWNER's financial advisory consultant will reassess the financial condition of the proposers and the selected DBO prior to award.

ENGINEER will prepare a summary proposal evaluation report that summarizes the results of the Evaluation Committee's evaluation and selection of the most advantageous proposal.

Assumptions

- Distribution of the RFP and addenda will be performed by the OWNER
- Up to five proposals will be evaluated by the OWNER
- Three meetings with the OWNER Evaluation Committee
- OWNER will organize and manage the Evaluation Committee
- Best and Final Offers will not be requested

Deliverables

- Memorandum on the responsiveness review
- Requests to the proposers for clarification and additional information

- Memoranda addressing specific questions or areas of concern raised by the Evaluation Committee
- Draft and final RFP Volume I, III and IV addenda
- Summary RFP Evaluation Report

Task 6.4 - Coordinate OWNER's Procurement Team

ENGINEER will coordinate the provision of input by OWNER staff and by outside firms (including OWNER legal counsel, financial advisor, and, if applicable, insurance advisor) throughout the entire procurement process, including the preparation of the RFP documents and the proposal evaluation process. This will include discussions with OWNER staff and with outside firms, scheduling of meetings and conference calls, preparation of agendas for key meetings, participation in meetings and conference calls, and documentation of follow-up assignments.

ENGINEER shall prepare conformed contract documents from the initial RFP, all addenda, and all modifications made after selection of the winning proposal and modifications made during the negotiation process.

Assumptions

- Up to six meetings and/or conference calls.

Deliverables

Agendas for key meetings and lists of meeting action items and assignments.

Fully conformed contract documents in electronic form.

Phase 7 - Project Administration, Management and Reviews

The Project Administration Phase is a project support phase providing for the overall management of the contract under which all of the required work will be accomplished through the review of proposals submitted in response to the RFP.

Task 7.1 - Project Administration and Management

ENGINEER shall perform all necessary project administration and management of the contract and produce project invoicing. The work includes progress reports, monthly invoices and general coordination efforts with the OWNER through the review of proposals submitted by DBO teams.

Task 7.2 - Meetings

ENGINEER shall coordinate all miscellaneous meetings with the OWNER that are in addition to the meetings specifically identified and required within the various contract scopes of services through the review of proposals submitted in response to the RFP.

Task 7.3 - Lead Practitioner (LP) Reviews and QA/QC

ENGINEER will review all work products with a senior staff member specifically designated as Quality Assurance and Quality Control (QA/QC) specialists.

ATTACHMENT 2
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
General Services During Construction

1.0 ENGINEER'S SERVICES

1.1, 1.2, 1.3 ENGINEER's Services Prior to Construction are included within ATTACHMENT 1.

1.4 Construction Phase

During the Construction Phase:

1.4.1 General Administration of Construction Contract.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.4.2 Visits to Site and Observation of Construction.

In connection with observations of the work of Contractor while in progress:

1.4.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.4.2.2 and other express or general limitations in this Agreement and elsewhere.

1.4.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the

Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 1.4.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Attachment 3.
- 1.4.3 Defective Work
During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 1.4.4 Clarifications and Interpretations: Field Orders
ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 1.4.5 Change Orders and Work Change Directives
ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.
- 1.4.6 Shop Drawings
ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.4.7 Substitutes
ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is

appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.4.8 Inspections and Tests.

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.4.9 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.4.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.4.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.4.10.1 are expressly subject to the limitations set forth in paragraph 1.4.10.2 and other express or general limitations in this Agreement and elsewhere.

1.4.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of

construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.4.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.4.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.4.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.4.13 Final Notice of Acceptability of the Work.

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.4.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.4.14 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.4.15. Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

2.1.3 Property descriptions;

2.1.4 Zoning, deed and other land use restrictions; and

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.2 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.3 Provide, as may be required for the Project:

2.3.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.3.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.3.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.4 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

2.4.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

2.4.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.4.1 and 2.4.2 above. The identity of any individual or entity employed to perform such services and the

scope of such services will be disclosed to ENGINEER.

- 2.5 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.6 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.7 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

ATTACHMENT 3 TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*
 - a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof, and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

ATTACHMENT 4 - COMPENSATION

The Method of Payment for the services provided by CDM Smith shall be on a cost plus fee basis. Cost shall be defined as raw labor plus a multiplier of 1.756. Fee for CDM Smith labor shall be 10.0 percent of cost. Expenses and sub-consultant services shall not be marked-up for profit.

The initial not-to-exceed authorized amount of \$1,407,733 (one million four hundred and seven thousand, seven hundred and thirty-three dollars) is for services contained within Attachment 1 and is based on an estimate of 8,173 hours of services plus job related expenses and the services of specialty sub-consultants.

In addition to the initial authorized amount for services under Attachment 1, an amount of \$2,092,267 (two million ninety-two thousand two hundred and sixty-seven dollars) is provided under this Agreement for construction support services (subject to a separate written authorization to proceed by OWNER); these services are described under Attachment 2 and Attachment 3. Construction support services shall not commence until the DBO contractor is under agreement and design and construction work commences.

The Fee Schedule in the CDM Smith Proposal provides for a maximum charge in year 1 for the Officer-in-Charge and for the Procurement Director of \$245 per hour, subsequent years shall be escalated at 2.5% annually. This rate shall be the maximum rate charged under this Agreement. As provided for under the Fee Schedule, other individuals will be billed at their actual hourly rates using the cost plus fee basis.