

MONDAY, OCTOBER 7, 2019
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING
7:00 P.M. – HARRIS HALL
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895

REGULAR MEETING

1. ROLL CALL
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. AGENDA FOR BOARD OF LICENSE COMMISSIONERS
 - 19 LC 33 Application of licenses and renewal of licenses (listing attached).
 - 19 LC 34 Public hearing on application of Second Hand Dealer (Merchandise) license for Uniques and Antiques on Main Street at 12 Main Street.
5. CITIZENS GOOD AND WELFARE
(Please limit comments to five minutes)
6. APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 16TH
7. CONSENT AGENDA
All items on the consent agenda are indicated with an asterisk (*).
8. COMMUNICATIONS FROM MAYOR
 - 19 M 12 From Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding veto message of Ordinance 19-O-45.
 - 19 M 13 From Mayor requesting to discuss the following: Shredding and Eco Depot, new construction of the freestanding Domino's, new construction of Family Dollar, Athena's Guinness Book of World Records Event at Rivers Edge Complex, Pumpkin Fest, Spooktacular Dance, Paint Night events, demolition of City properties on River Street & congratulations to Bella Mente Counseling.
9. COMMUNICATIONS FROM CITY OFFICERS
 - 19 CO 50* From Public Works Director regarding reconstruction of Rhodes Avenue.
 - 19 CO 51* From City Engineer regarding new Water Treatment Plant status report.
 - 19 CO 52* From Public Works Director regarding Getchell Street, North Smithfield water connection.
 - 19 CO 53* From Public Works Director regarding request to lease water tank space to New Cingular Wireless PCS, LLC.
 - 19 CO 54* From City Solicitor regarding claim of Marion B. Sanford.
 - 19 CO 55* From City Solicitor regarding claim of Marisol Santiago.
 - 19 CO 56* Monthly odor report from Jacobs Engineering Group.
10. COMMUNICATIONS AND PETITIONS
 - 19 CP 24 Request of Councilman Ward to address the following:
 1. Request of property owner to acquire land abutting business; Martineau Street.
 2. October 6th Car Event at Diamond Hill Plaza
 3. Discussion of House Bill H 5028 / An act relating to public utilities and carriers – The Rhode Island Utility Fair Share Roadway Repairs Act.3

- 19 CP 25 Request of Vice President Brien to address the following:
 1. Update of contract negotiations with Green Development, LLC.
 2. Status of Rivers Edge RFP in connection with Resolution 19 R 87.
- 19 CP 26 Request of Councilman Kithes to address the following:
 1. A discussion of the original and amended versions of 19-R-102, arguments against the nature and text of the amendment, the possibility of the amendment having been out of order and a discussion of removing my name as a sponsor of the amended version.
- 11. GOOD AND WELFARE**
 (Five minute limit, per Council Rules of Order)
- 12. ORDINANCES PASSED FOR THE FIRST TIME SEPTEMBER 16TH**
- 19 O 49 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Sections 15.3 and 16.7 regulating Zoning Board of Review fees.-Gendron
- 19 O 50 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Zoning Board of Review procedures.-Gendron
- 19 O 51 Amending the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Section 2, Section 12 and Section 18.-Gendron
- 19 O 52 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" various technical changes.-Gendron
- 19 O 53 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron
- 19 O 55 In amendment of Chapter 17 Entitled, "Traffic, of the Code of Ordinances, City of Woonsocket.-Gendron
- 19 O 56 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron
- 19 O 58 Authorizing the Finance Director to enter into a contract with KNE Corporation.-Gendron
- 19 O 59 Ordinance in amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, of the City of Woonsocket.-Gendron
- 13. NEW ORDINANCES**
- 19 O 62 Authorizing connection to the City of Woonsocket Water System.-Gendron
- 19 O 63 Authorizing the lease of water tower space to New Cingular Wireless PCS, LLC.-Gendron
- 19 O 64 Amending the Code of Ordinances, City of Woonsocket, Rhode Island, Chapter 2, Entitled "Administration".-Ward, Gendron, Brien, Cournoyer & Sierra
- 19 O 65 Granting a petition for Cox Communications for underground installation for fiber optic cable at the corner of Depot Square and Main Street.-Gendron
- 19 O 66 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron
- 14. NEW RESOLUTIONS**
- 19 R 106 Authorizing the cancellation of certain taxes.-Gendron
- 19 R 107 Granting permission to use City property.-Gendron
- 19 R 108 Authorizing the Public Works Director to enter into a contract with J.H. Lynch & Sons, Inc.-Gendron
- 19 R 109 Invoking the authority to make inquiries and conduct an investigation by the Woonsocket City Council.-All Councilors
- 19 R 110 Authorizing the engagement of Gorham & Gorham in connection with making inquiries and conducting an investigation by the Woonsocket City Council.-All Councilors
- 19 R 111 Granting permission to use City property.-Gendron

15. ADJOURNMENT

For additional information or to request interpreter services, or other special services for the hearing impaired, please contact City Clerk Christina Harmon three (3) days prior to the meeting at (401) 762-6400, or by the Thursday prior to the meeting.

Posted October 3, 2019

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW

CLASS F LIQUOR

Holy Trinity Parish, 1409 Park Avenue
St. John the Baptist Romanian Orthodox Church, 501 East School Street

CLASS F LIQUOR W/ENTERTAINMENT

Woonsocket Senior Center, 84 Social Street (w/talent show)

TOBACCO

Villa Novan Market, 562 Cass Avenue

RENEWALS

1st CLASS VICTUALING

Debbie's Breakfast Place, 804 Park Avenue
Missy's Family Restaurant, 801 Clinton Street
New York Lunch (extended hours), 8 Main Street

HOLIDAY

Aero Trampoline Park, LLC, 1500 Diamond Hill Road

QUARTERLY ENTERTAINMENT

Boilermakers, 81 Allen Street
Ciro's Tavern on Cherry, 42 Cherry Street
Michael's, 493 Elm Street
Our Pad, 446 River Street
Meldi MAA, Inc. d/b/a River Falls Restaurant, 74 South Main Street
Savini's Family Restaurant, Inc. d/b/a Savini's Family Pomodoro, 476 Rathbun Street

TRANSFER

HOLIDAY

Colbea Enterprises, LLC, to West Warwick Convenience, LLC, 1030 Social Street

TOBACCO

Colbea Enterprises, LLC, to West Warwick Convenience, LLC, 1030 Social Street

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

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

\$50.00

DATE: 9/9/2019

ADVERTISING FEE: ~~\$100.00~~ ok
LICENSE FEE: \$100.00 50.00

Uniques and Antiques on Main Street
of 12 Main Street Woonsocket RI 02895 request

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

✓ Phone Number: 774-240-3039

✓ Mail License to: 12 Main Street
Woonsocket RI 02895

☐ LIST ITEMS TO BE SOLD IN STORE: Used Furniture, Appliances, Art
clothing

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

✓ M. E. Wells
Signature of Applicant

Date: 10/7/19

✓ Marvin E. Wells
Print Name

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

In City Council

In City Council
10/7/2019

Read and ordered advertised.

Petition

Date Paid: 9/9/2019
\$150.00 cash (ch)

Date Issued: _____

THE CALL
PO BOX A
WOONSOCKET RI 02895
(401)762-3000
Fax (401)767-8509

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 09/12/19 11:22 by cbevi-sc

Acct #: 2047

Ad #: 406227

Status: New WHOLD WHOI

**City Council
Woonsocket, RI**

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

**Uniques and Antiques
on Main Street,
12 Main Street.**

City Council will hold a public hearing on this application in Harris Hall, 169 Main Street, on Monday, October 7, 2019 at 7:00 PM.

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

**Christina Harmon
Clerk of the
City Council**

Monday, September 16, 2019

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, September 16, 2019 at 7 P.M.

All members are present.

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

A public hearing was held on the following ordinances:

- 19 O 49 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Sections 15.3 and 16.7 regulating zoning board fees.
- 19 O 50 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" zoning board of review procedures.
- 19 O 51 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Section 2, Section 12 and 18.
- 19 O 52 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" various technical changes.

No one was present wishing to address the council.

Upon motion of Councilman Courmoyer seconded by Councilman Ward it is voted that he public hearing be and it is hereby adjourned at 7:05 P.M.

The regular meeting immediately follows.

- 19 LC 29 Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the following licenses be granted, a voice vote on same being unanimous: 2 applications for holiday license, 16 applications for renewal of quarterly entertainment license and 1 application for renewal of tattoo license.

- 19 LC 30 An application of Positive Vibes to hold first class victualing license at 1173 Social Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Brien seconded by Councilors Sierra and Soucy it is voted that the license be granted, a voice vote on same being unanimous.

- 19 LC 31 An application of Mapleville Farm to hold first class victualing license at 40 South Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Ward seconded by Councilmen Courmoyer and Kithes it is voted that the license be granted, a voice vote on same being unanimous.

Emma Ryan and Marie Hayes were present on behalf of Positive Vibes and Casey Ryan was present on behalf of Mapleville Farm.

The following persons addressed the council under citizens good and welfare:

Richard Monteiro, Paul Bourget, Donald Burke, Gerry Taylor, Meaghan Gifford, Cindy Harris, Vaughan Miller, Everett Hope, Larry Poitras, Garrett Mancieri, Melissa Murray, Adam Brunetti, Andrea Chamberland, Shirley Robinson, John Reynolds Jr., Charles Lemoine and Vaughan Miller (2).

Upon motion of Councilman Brien seconded by Councilman Soucy it is voted that the minutes of the regular meeting held August 5th be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the consent agenda be approved as submitted except 19-CO-48 which was removed from the agenda , a voice vote on same being unanimous.

The following items are listed on the consent agenda:

- 19 CO 39 Monthly odor report from Jacobs Engineering Group.
- 19 CO 40 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding regulating zoning board of review fees.
- 19 CO 41 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding zoning board of review procedures.
- 19 CO 42 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding Historic Structures Floating overlay District.
- 19 CO 43 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding various technical changes.
- 19 CO 44 From City Engineer submitting new water treatment plant status report.
- 19 CO 45 Monthly odor report from Jacobs Engineering Group.
- 19 CO 46 Opinion of City Solicitor regarding property damage claim of Nidia Vargas.
- 19 CO 47 A communication from Planning Board Chairman submitting response to request for advice regarding siting requirements for Compassion Centers and updated definition for Compassion Centers.
- 19 CO 49 An opinion of City Solicitor regarding property damage claim of Matthew Allaire.
- 19 CO 48 An opinion of City Solicitor regarding claim of Michelle Boyce is read by title and Councilwoman Sierra recused herself from this communication.

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

- 19 R 100 A resolution granting permission to use City property is read by title, and

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

- 19 R 104 A resolution granting permission to use city property is read by title, and

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

Upon motion of Councilmen Ward seconded by Councilors Kithes and Sierra it is voted that the resolution be amended as follows: In second whereas and Section 1 amend the date from October 9th to October 24. The resolution, as amended, is then voted on and passed unanimously on a voice vote.

- 19 R 105 A resolution granting permission to use city property is read by title, and

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

- 19 CP 22 A request of Richard Monteiro to address the City Council regarding the following items:

Tax abatement/exemption (new) for owners of Condominium Units, specifically Tower Heights Condominium. Tower Heights Condominiums are a single building 17 unit complex taxed at the current residential tax rate and being deprived of municipal rubbish collection. In the case of Tower Heights Condominiums, our annual cost for "just waste removal" is \$3,744. This equates to \$220.24 per residential condominium unit. Please take note that our single building houses 17 individual residential homes. Our condominium building only has 30 feet of street frontage and one water and one sewer line connection to the building. This has savings to the city overall, since there aren't 17 water services to maintain, and there aren't 17 sewer connections to maintain and there aren't 17 street-fronts to be maintained. As condominium association president, I am speaking for the 17 residential unit owners and am asking that the City Council draft legislation to create a "Condominium Owner Tax Exemption" that would reduce the residential tax bill for Tower Heights Condominium Unit owners in the amount of \$225 per year. The topic of a dog park as it relates to cost, use, resources and enforcement of it and non-park violations. Funding, use potential, resources to maintain it, enforcement of it and more so the lack of enforcement of existing laws pertaining to dog waste. The topic of the Stadium Theater as it relates to parking and potential municipal revenue. Potential exists for the Stadium Theater to obtain funding to purchase the municipal parking lot across the street from their building and to construct a multilevel enclosed parking garage. Details would certainly be negotiated whereby the city would gain cash from the sale, and an arrangement secured for general municipal parking of cars that might be favoring neighborhood businesses (by validated parking ticket). Prohibiting non-permitted aerial fireworks within the city limits and limiting the hours for use of all non-aerial firework. The most recent 4th of July holiday period clearly identified the need to curtail the sale and use of aerial fireworks (including bottle rockets) unless permitted for commercial use and display which would be regulated. Additionally any non-aerial fireworks should be prohibited from use after 9:00 pm. Possible Main Street rebranding study by non-revenue source. In spite of any and all efforts by various groups including the Main Street Collaborative to develop and revitalize the greater Main Street area, it is fair to say nothing has worked. Perhaps it is time to source a non-revenue equity to conduct a revitalization study for the Main Street area. Such entities could be colleges that might undertake it as a project. Another potential- if a "funded" study is necessary, would be through our US Congressman's office. With all good intent by this and all past administrations, and councils, the area is desolate at best – deplorable would likely be more accurate. Mr. Monteiro was present and addressed the council.

19 CP 23

Request of Councilman Kithes to address the following items: Thanking my supporters and those who helped on my 2019 campaign for (special) election to the Woonsocket City Council, and the population for Woonsocket at-large, a recent traffic accident on Manville Road and a discussion of the safety and potential changes to this road, a discussion of the pressing issue and existential threat of the climate crisis, including underlying causes and scientific reality, sustainability within our municipality, concerns of social and economic justice, climate resilience within our jurisdiction, the relevance of this issue to the municipal government of the City of Woonsocket and the proposed courses of action we should be take going forward.

Motion was made by Councilman Brien seconded by Councilman Courmoyer to add to the agenda for discussion purposes only: status of renewable energy update (Green Development). Motion was unanimous.

The following remarks are made under good and welfare:

Councilman Courmoyer passed.

Councilman Kithes passed.

Councilwoman Sierra passed.

Councilman Soucy congratulated Councilman Kithes and wished him good luck. He spoke about the grand marshal reception.

Councilman Ward spoke about forum at Elks Club. He also stated that Ayotte family thanked council for the dedication of the Senior Center in memory of the late Gaston Ayotte.

President Gendron passed.

Councilman Brien wished happy birthday to the Clerk.

- 19 O 42 An ordinance amending the predetermined assessment and the limit on permitting fees for the former Woonsocket Middle School, located at 357 Park Place, Woonsocket in connection with the redevelopment by Woonsocket Park Place, which was passed for the first time on August 5th, is read by title, and

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

- 19 O 43 An ordinance amending the Code of Ordinances, City of Woonsocket, Chapter 2 entitled "Administration", which was passed for the first time on August 5th, is read by title, and

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

- 19 O 45 An ordinance amending Code of Ordinances, City of Woonsocket, Chapter 2 entitled "Administration", which was passed for the first time on August 5th, is read by title, and

Upon motion of Councilman Ward seconded by Councilors Kithes and Sierra it is voted that the ordinance be passed, a roll call vote on same being unanimous.

- 19 O 46 An ordinance granting easements to the United States Army Corps of Engineer along the Blackstone River, which was passed for the first time on August 5th, is read by title, and

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

- 19 O 47 An ordinance amending Chapter 13, entitled "Licenses and Permits" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on August 5th, is read by title, and

Upon motion of Councilman Ward seconded by Councilman Soucy it is voted that the ordinance be passed, a roll call vote on same being 6-1 with Councilman Kithes voting no.

- 19 O 48 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on August 5th, is read by title, and

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

- 19 O 49 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Sections 15.3 and 16.7 regulating zoning board of review fees, which was tabled at the meeting of August 5th, is read by title, and A motion is made by Councilman Ward seconded by Councilman Soucy that the ordinance be passed for the first time, however, before this is voted on

Upon motion of Councilwoman Sierra seconded by Councilman Courmoyer it is voted that the ordinance be amended as follows: In Section 3 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous.

The ordinance, as amended, is then voted on and passed 6-1 on a roll call vote with Councilman Kithes voting no.

19 O 50 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Zoning Board of Review procedures, which was tabled at the meeting of August 5th, is read by title, and

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

Upon motion of Councilwoman Sierra seconded by Councilman Courmoyer it is voted that the ordinance be amended as follows: In Section 3 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous. The ordinance, as amended, is then voted on and passed unanimously on a roll call vote.

19 O 51 An ordinance amending Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Section 2, Section 12 and Section 18, which was tabled at the meeting of August 5th, is read by title, and

A motion is made by Councilman Courmoyer seconded by Councilors Sierra and Ward that the ordinance be passed for the first time, however, before it is voted on

Upon motion of Councilman Courmoyer seconded by Councilors Sierra & Ward it is voted that the ordinance be amended as follows: In Section 1 after "restrictions" delete "which are deemed as impediments to successful and reasonable redevelopment and preservation" and after "and to" delete "further", roll call vote on same being unanimous. The ordinance, as amended, is then voted on and passed unanimously on a roll call vote.

19 O 52 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" various technical changes, which was passed for the first time on August 5th, is read by title, and

A motion was made by Councilman Ward seconded by Councilwoman Sierra that the ordinance be passed for the first time, however, before it is voted on

Upon motion of Councilwoman Sierra and seconded by Councilman Soucy it is voted that the ordinance be amended as follows: In Section 3 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous.

A motion was made by Councilman Courmoyer and seconded by Councilors Sierra and Ward that the ordinance be further amended as follows: In Section 1-5.3-4 add "(e) Where the vehicle is registered to a resident residing on the property where the vehicle is parked". The ordinance, as amended, is then voted on and passed unanimously on a roll call vote.

19 O 53 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket is read by title, and

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

19 O 54 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" various technical and clarification changes is read by title, and

A motion was made by Councilwoman Sierra seconded by Councilors Courmoyer & Soucy that the ordinance be passed for the first time, however before it is voted on

Upon motion of Councilwoman Sierra and seconded by Councilman Brien it is voted that the ordinance be amended as follows: In Section 3 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous.

Upon motion of Councilman Courmoyer seconded by Councilman Ward it is voted that the ordinance, as amended, is tabled, referred to Planning Board for advice and recommendation and advertised for hearing public, a roll call vote on same being unanimous.

19 O 55 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket is read by title, and

Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted that the ordinance be passed first time, a roll call vote on same being unanimous. Councilman Kithes recused himself from this vote.

19 O 56 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket is read by title, and

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

19 O 57 An ordinance transferring funds from City Capital Fund to Police Department is read by title, and

Upon motion of Councilman Courmoyer second by Councilman Soucy it is voted that the ordinance be passed, a roll call vote on same being unanimous.

19 O 58 An ordinance authorizing Finance Director to enter into a contract with KNE Corporation is read by title, and

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

19 O 59 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, is read by title, and

Upon motion of Councilman Courmoyer seconded by Councilwoman Sierra it is voted that the ordinance be passed for the first time, a roll call vote on same being 5-2 with Councilmen Kithes and Ward voting no.

19 O 60 An ordinance in amendment of Code of Ordinances, City of Woonsocket Appendix C entitled "Zoning" regulating compassion centers is read by title, and

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

Upon motion of Councilwoman Sierra and seconded by Councilman Ward it is voted that the ordinance be amended as follows: In Section 3 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous.

Upon motion of Councilman Ward seconded by Councilman Courmoyer it is voted that the ordinance, as amended, is tabled, referred to Planning Board for advice and recommendation and advertised for hearing public, a roll call vote on same being unanimous.

19 O 61 An ordinance in amendment of Code of Ordinances, City of Woonsocket Appendix C entitled "Zoning" Section 4 and Section 18 is read by title, and

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

Upon motion of Councilwoman Sierra and seconded by Councilman Kithes it is voted that the ordinance be amended as follows: In Section 2 after "CALL" insert "or another approved media outlet", a roll call vote on same being unanimous.

Upon motion of Councilwoman Sierra seconded by Councilman Ward it is voted that the ordinance, as amended, is tabled, referred to Planning Board for advice and recommendation and advertised for hearing public, a roll call vote on same being unanimous.

Upon motion of Councilman Soucy seconded by Councilman Ward it is voted that the following four resolutions be passed, a voice vote on same being unanimous:

19 R 95 A resolution authorizing cancellation of certain taxes.

19 R 96 A resolution authorizing cancellation of certain taxes.

19 R 97 A resolution authorizing cancellation of certain taxes.

19 R 98 A resolution authorizing cancellation of certain taxes.

19 R 99 A resolution authorizing the Mayor to enter into a one year lease renewal for the storage of equipment and vehicles for the Woonsocket Water Division is read by title, and

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

19 R 101 A resolution granting permission to use City property is read by title, and

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

19 R 102 A resolution denouncing and opposing White Nationalism, White Supremacy and groups which espouse these ideologies is read by title, and

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

Upon motion of Councilman Courmoyer and seconded by Councilwoman Sierra it is voted that the resolution be amended as follows: (see attached resolution). The resolution, as amended, is voted on and passed on a 5-2 voice vote with Councilors Kithes and Soucy voting no.

19 R 103 A resolution authorizing the engagement of Partridge Snow and Hahn to represent the City of Woonsocket for review and/or consultation of renewable energy projects for the City of Woonsocket is read by title, and

Upon motion of Councilman Courmoyer seconded by Councilman Ward it is voted that the resolution be passed, a voice vote on same being 6-1 with Councilwoman Sierra voting no.

Upon motion of Councilman Ward seconded by Councilman Soucy it is voted that the meeting be and it is hereby adjourned at 10:39 P.M.

Attest:

Christina Harmon

City Clerk



RECEIVED
WOONSOCKET CITY CLERK

2019 SEP 26 P 4 23

OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

September 26, 2019

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

Dear Christina:

Please accept this letter as my message of disapproval.

MESSAGE OF DISAPPROVAL

Pursuant to the provisions of Chapter IV, section 9 of the City of Woonsocket Home Rule Charter, I hereby VETO 19 O 45 for the reason set forth below:

This Ordinance will have a detrimental effect on the City's ability to change the tax status of a property that is actively marketed or transferred since the property would not meet the non-utilization standards of Section 2-78A of Ordinance 19 O 45. As an example, this Ordinance would prohibit the City from changing the tax exempt status for a school or a church, that is being marketed or transferred to a taxable entity. The effect of the ordinance would prohibit the City from taxing a property that should be taxable.

For the above-stated reasons, I hereby **DISAPPROVE** of 19 O 45.

Lisa Baldelli-Hunt
Mayor Lisa Baldelli-Hunt

September 26, 2019
Date:

19 0 45
REJECT & FILE
012166RANSP

RECEIVED
WOONSOCKET CITY CLERK
2019 SEP 26 P 4: 24

City of Woonsocket
Rhode Island



August 5, A.D. 2019

Ordinance
Chapter

**AMENDING THE CODE OF ORDINANCES, CITY OF WOONSOCKET,
RHODE ISLAND, CHAPTER 2, ENTITLED "ADMINISTRATION"**

WHEREAS, the best interests of the taxpayers of Woonsocket are best served when they are notified in advance of any proposed change to the taxable status of their property; and

WHEREAS, taxpayers so affected should be allowed an opportunity to appeal the proposed change prior to the change taking effect; and

WHEREAS, the City Council of the City of Woonsocket desires to assure city taxpayers that they will be (i) timely notified of changes to their tax status (ii) afforded the opportunity to appeal such a change and (iii) will receive a formal written communication from the tax assessor when a decision is made regarding their appeal.

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

Section 1. The Code of Ordinances, City of Woonsocket, Chapter 2 entitled "Administration" is hereby amended as follows:

ADD

Sec. 2-78. Tax Exempt Status Change

- a. Tax exempt property shall remain exempt unless it has met all the standards that qualify a property for application of the Real Estate Non-Utilization Tax as defined in Chapter 2, Section 2-14.6 of the Code of Ordinances.

RECEIVED
WOONSOCKET CITY CLERK
2019 SEP 26 P 4:24

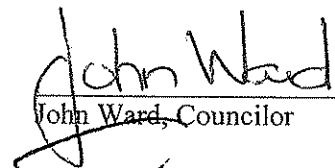
- b. Whenever the tax assessor shall determine that any property currently considered as tax exempt shall become classified as taxable under the definitions referenced in part a, the tax assessor shall notify the property owner, in writing, of his/her decision at least 90 days prior to the issuance of the planned tax bill. The notification shall include the reasons for the decision; the assessed value to be used and estimated tax amount that will be levied as a consequence of the change (based upon most recent tax rate); reference to all appropriate state law and local ordinances; the appeal rights of the property owner and related timelines for such an appeal.
- c. The tax assessor shall provide the city council with a copy of all such decisions and related communications at the first meeting following the issuance of the communication with the taxpayer.

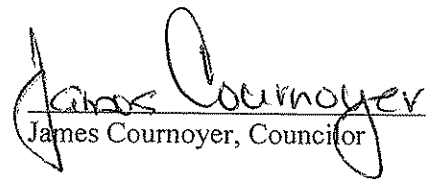
Sec. 2-79. Tax Assessor notification requirements.

Notwithstanding the provisions of R.I. General Law § 44-5-26 regarding any appeals by a petitioner to the tax assessor, any decision made by the tax assessor, or in the case of no decision, the tax assessor shall notify the taxpayer in writing of the decision, or no decision, as is the case.

The communication shall include a full description of the taxpayers further appeal options and include all time period limitations for any such appeal.

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


John Ward, Councilor


James Cournoyer, Councilor


Daniel Gendron, Council President


Denise Sierra, Councilor


Jon Brien, Council Vice-President


David Soucy, Councilor

IN CITY COUNCIL August 5, 2019 – Read by title and passed for the first time unanimously.

IN CITY COUNCIL September 16, 2019 – Read by title and passed unanimously.

~ VETO ~



OFFICE OF THE MAYOR
WOONSOCKET, RHODE ISLAND

October 2, 2019

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

Dear Council Members:

Pursuant to Chapter IV, Section 11 of the Home Rule Charter, I respectfully request to speak at the October 7, 2019 City Council Meeting regarding the discussion of the following:

- Shredding and Eco Depot
- New construction of the freestanding Domino's
- New construction of Family Dollar
- Athena's Guinness Book of World Records Event at Rivers Edge Complex
- Pumpkin Fest
- Spooktacular Dance
- Paint Night Events
- Demolition of City properties on River Street
- Congratulations to Bella Mente Counseling

Thank you for your consideration.

Sincerely,

Mayor Lisa Baldelli-Hunt

cc: Christina Harmon, City Clerk



City of Woonsocket
Department of Public Works
Engineering Division

Lisa Baldelli-Hunt
Mayor

Steven D'Agostino
Director

September 19, 2019

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

Subject: Reconstruction of Rhodes Avenue

Dear Councilors:

Before you tonight is legislation to authorize the awarding of a bid for the reconstruction of Rhodes Avenue.

The City received seven bids ranging from \$167,313.90 to \$248,212.15

I recommend the City award this contract to J.H. Lynch & Sons Inc, the low bidder.

Sincerely,

Steven D'Agostino
Director of Public Works

Attachment

Status Report No. 20

City of Woonsocket - Drinking Water Treatment Facility Capital Improvements Project

Date: September 23, 2019

Prepared by: CDM Smith

On July 31, 2017 the City of Woonsocket, Rhode Island ("City") entered in to an Agreement with Woonsocket Water Services, LLC ("Company"); note that, during the proposal review process, the "Company" was also referred to as "the AECOM Team". The Agreement is for the Company to design, construct and operate a new water treatment facility with a design capacity of 7.0 million gallons per day, expandable to 10.5 million gallons per day, on the City-owned property on Jillson Avenue. Construction is to be complete and the facility fully operational no later than December 31, 2020.

Status Report No. 20 details the work completed from August 23, 2019 through September 23, 2019.

PROJECT SCHEDULE

All design packages have been delivered to the City and stamped by RIDOH, which completes the design phase of the project. The City has issued to the Company a full notice to proceed with construction of Capital Improvements. It is anticipated the new water treatment plant will be fully operational on December 31, 2020.

PROJECT BUDGET

Original Contract Sum	\$ 56,752,800.00
Contract Sum w/ Change Orders (1-6)	\$ 56,643,288.00
Total Sum Change Orders (1-8)	\$ 78,858.00
Current Contract Sum	\$ 56,831,658.00
Total Paid to Date	\$ 25,061,577.65
Current Retainage	\$ 1,305,366.32
Current Payment Under Review	\$ -

PROJECT CHANGE ORDERS

PROPOSED

PCO No 9 - PCB and PAH Remediation: Work under Change Order No 2 has been completed. Confirmatory soil samples indicated additional remediation work will be required. The Company is proposing a fixed Engineering Services cost of \$9,574 plus the cost of excavation, disposal, sampling and lab costs associated with the removal of contaminated material within the defined area at a unit cost of \$106.80 per ton.

FUTURE

Sick Leave Act - A new law passed in the State of Rhode Island regulating the minimum sick leave time employees in the State must receive. WWS has evaluated the act and estimated the cost impacts it may have on the project. This is under review.

EXECUTED

Change Order No. 1 – PCB and PAH Notification and Delineation: \$41,868.00

This change order covered the compensation for the Preparation/review of Notification to RIDEM and resulting RIDEM response and conduct the required site delineation of the PCB and PAH contamination to determine the extent of excavation required along the facility's primary access road.

Change Order No. 2 – PCB and PAH Remediation: \$114,919.00

Field work to further delineate the PCB and PAH contamination along the facility's primary access road was completed (CO-01). Lab results showed reportable levels of PCB were found to a depth of 3-feet, while PAH contamination were found to a depth of 6-feet. The Company has proposed Change Order No 2 (CO-02) to "Dig and Haul" contaminated soil off-site, conduct confirmatory sampling, development of reports and management activities during excavation for a total cost of \$114,919.00. If confirmatory samples show additional remediation is required a proposed change order would be developed.

Change Order No 3 – Excavation/Removal Hazardous Materials: \$100.70/Ton (Time & Material) Covers handling of hazardous materials while installing new water mains along Joffre Ave, Acres Ave, Reservoir Ave and Manville Rd. Company will only be compensated for material removed for disposal at a rate of \$100.70 per ton.

Change Order No 4 – Raw/Finished Piping Modifications: \$202,988.00 (CREDIT)

Company is deleting from the design ~620 linear feet of 24" ductile iron water main. The finished water main runs from the intersection of Acres Ave and Reservoir Ave to Joffre Ave and Logee St. The Company had proposed deleting ~450 linear feet of 24" ductile iron main

between Manville Road and Lydia Avenue. However, deleting the ~450 linear feet of 24" ductile iron main would have meant transmission of raw water through an existing 100 year old main and the loss of redundancy.

Change Order No 5 – Interior Process Piping Material Change: \$129,600 (CREDIT)

Company will credit \$129,600 by installing epoxy line carbon steel pipe in lieu of ductile iron pipe within all facilities. This includes piping within the WTP, Raw Water Pump Station and Finish Water Pump Station.

Change Order No 6: National Grid Natural Gas Service: \$66,239

National grid has provided an invoice totaling \$114,740 to complete the installation of new gas main and gas service required at the new treatment facility. A utility allowance of \$50,000 was placed into the construction contract. CO No 6 will cover the remaining balance plus bond and insurance increases incurred by WWS.

Change Order No 7 - Natural Gas Booster Station: The Company has provided a change order of \$108,000 to design and construct a gas booster station required to operate HVAC equipment at the treatment plant due to low line pressures in the distribution system. Design details have been coordinated between WWS and National Grid.

Change Order No. 8 - 30" Line Stop: The Company has provided a change order of \$80,430 to furnish and install a line stop in order to connect the new raw water line to the existing pipe network. During pressure testing it was discovered the existing line valves did not provide the required isolation to enable this connection to be made. It has been determined a line stop is required in order to connect the new raw water main into the existing pipe network.

PROJECT SUBMITTALS

- All design packages have been approved for construction.

PROJECT PERMITTING

- All RIDEM and RIDOH permitting activities have been completed for the project.

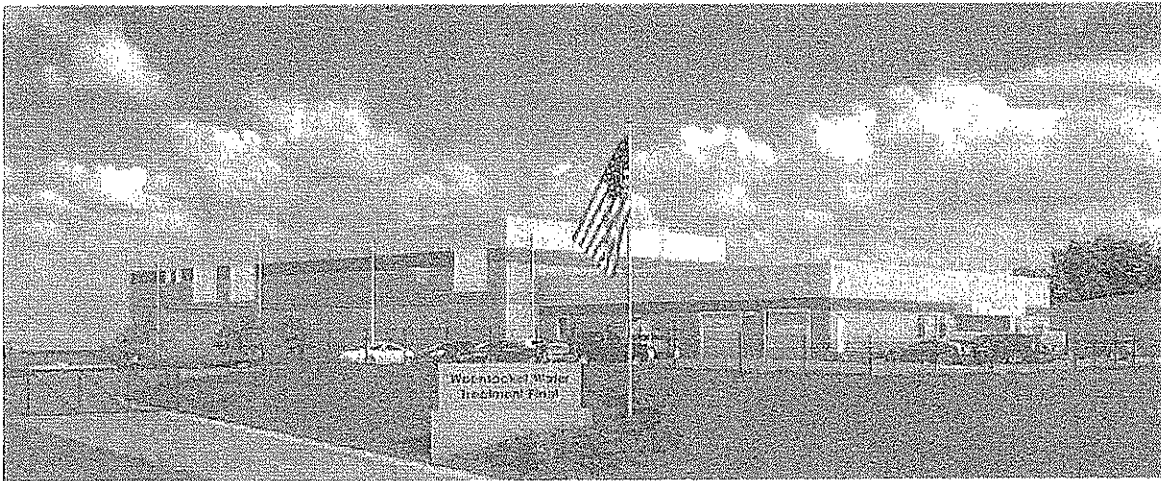
FIELD WORK/CONSTRUCTION ACTIVITIES

- Admin and Process Building Precast Panel Installation
- Work on structural foundations at the WTP site has continued.
- Continued installing primary and secondary electric duct banks.
- Continued Raw Water Pump Station site work.
- For further details, refer to WWS Update, attached.

Water Treatment Plant

DESIGN-BUILD-OPERATE PROJECT UPDATE

WOONSOCKET WATER SERVICES, LLC



Water Treatment Plant Timeline

Project Introduction. The City of Woonsocket, Rhode Island issued a request for proposals (RFP) in August 2015 for the design and construction of a new water treatment facility. Woonsocket Water Services, LLC, (WWS) a team comprised of AECOM, C.H. Nickerson, and Suez, submitted a proposal in February 2016 for the design-build-operate project and was awarded the project in July 2017. The project is currently in the construction phase.

Design. Once the contract was signed, the project was kicked off with the City in August 2017 with the initiation of design packages and permitting with local and state regulatory agencies. The design packages consist of the following packages: Package 1 - Early Site Work; Package 2 - Raw Water Pumping Station, connecting pipelines, and structural foundations of the Water Treatment Plant; and Package 3 - Water Treatment Plant.

RIDOH approved Package 1 on May 30, 2018; Package 2 on July 20, 2018; and Package 3 on September 28, 2018. All packages have been stamped and approved by RIDOH, which completes the design phase of the project.

Permitting. All RIDEM and RIDOH permitting activities have been completed for the project. The RIDOH participates in monthly progress review meetings with the project team and the City and will continue to participate and monitor the project throughout construction and startup. Representatives from the RIDEM make period site visits to the WTP site to conduct site inspections related to construction storm water controls.

RIDEM approved a permit modification to the original Freshwater Wetlands permit on June 7th, 2019. The permit modification request modifies the amount of off-site compensation that would be provided, to include the impervious area that will be created with the sidewalk improvements on Jillson Avenue and the extension of Acres Avenue to the new Secondary Access Road from the new WTP.

Construction. In September, the following activities were conducted:

Water Treatment Plant:

- a. Continue pipe installation at the pipe gallery
- b. Continue rough and finish concrete rub at treatment building
- c. Complete erection of precast panels for admin and treatment building
- d. Begin grout of precast panels for treatment building
- e. Continue steel erection at admin and treatment building
- f. Continue placing concrete sections of the CCT walls
- g. Complete erection of precast panels for FWPS
- h. Continue pipe and valve installation at FWPS
- i. Begin steel erection at FWPS

Raw Water Pump Station:

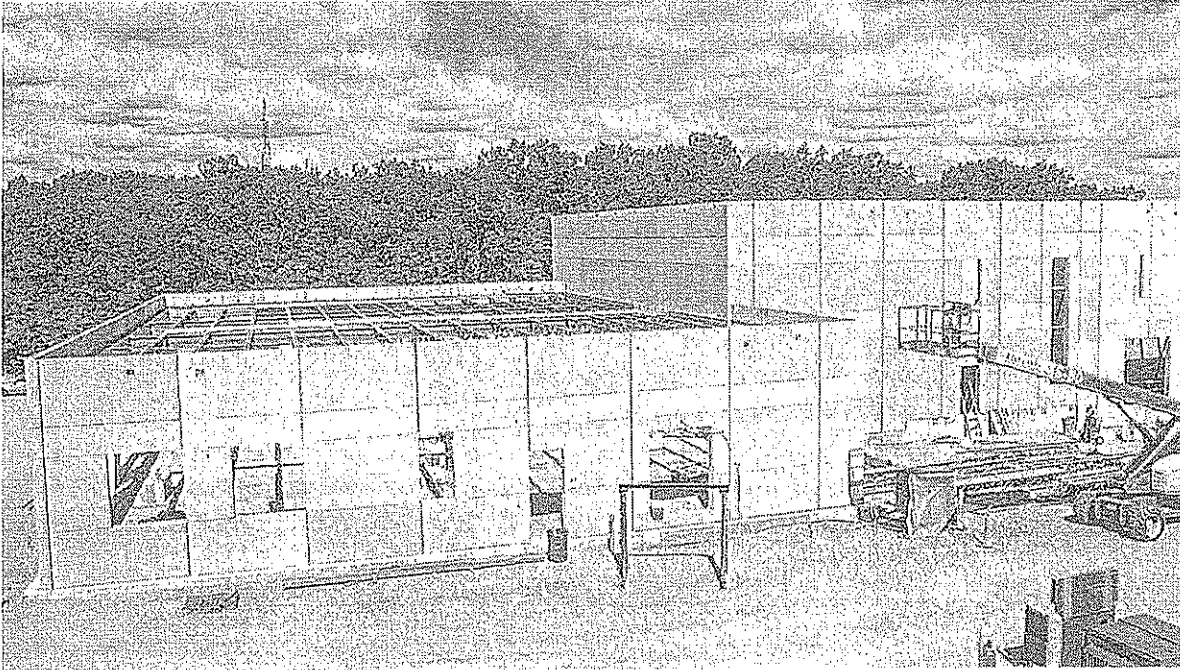
- a. Complete ledge removal at RWPS
- b. Continue formwork and reinforcement for slab-on-grade at RWPS
- c. Install precast manholes and form curbs at RWPS

Upcoming Activities (3 Month Look Ahead)

- Continue review of construction submittals
- Continue concrete formwork, reinforcement installation and concrete placement at the Chlorine Contact Tank area (CCT)
- Continue installation of mechanical pipeline in the process building.
- Continue installation of electrical conduit and wire.
- Begin placing slab-on-grade and walls at Spent Washwater Basin
- Begin placing footings and slab-on-grade at Raw Water Pump Station.
- Begin installation of admin and treatment building structural steel and roof decking

Site Photographs

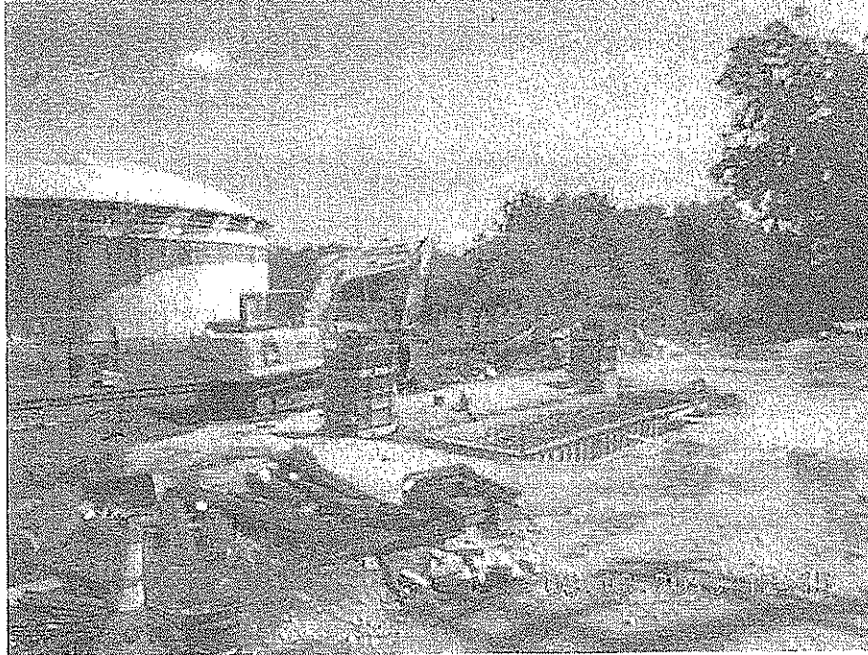
The following project photographs were taken in September 2019. These photographs depict the ongoing activities related to site work and concrete work for the operations/process building and the chlorine contact tank area.



Precast Panel Erection
Admin & Treatment Building



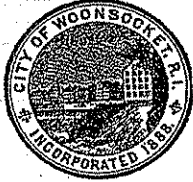
Pipe and Valve Installation
Finished Water Pump Station (FWPS)



Precast Manhole Installation
Raw Water Pump Station (RWPS)

Design-Build-Operate Contract Update

TOTAL CONTRACT AMOUNT	\$56,643,228
EXPENDED THROUGH JULY 26 TH 2019	\$26,206,366
PERCENT COMPLETE	46%
ANTICIPATED TREATMENT PLANT COMPLETION DATE	No Later than 12/31/2020



City of Woonsocket
Department of Public Works
Engineering Division

Lisa Baldelli-Hunt
Mayor

Steven D'Agostino
Director

August 13, 2019

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

**Subject: Map 9 Lot 911 Getchell Street, North Smithfield
Water Connection**

Dear Councillors:

Before you this evening is legislation allowing the property owner of Map 9 Lot 911 on Getchell Street in North Smithfield to connect to the Woonsocket Water System.

The Department of Public Works, Engineering and Water Divisions have been in communication with the property owner and have reviewed the proposed connections. The only exception to allow this proposed house to connect is that this location will not be allowed to have any lawn sprinklers due to pressure issues. All other proposed work is in order and will be inspecting the work to ensure that the rules and regulations of the City of Woonsocket are satisfactory followed.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven D'Agostino", is written over a horizontal line.

Steven D'Agostino
Director of Public Works



City of Woonsocket
Department of Public Works
Engineering Division

Lisa Baldelli-Hunt
Mayor

Steven D'Agostino
Director

25 September 2019

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

**Re: REQUEST FROM NEW CINGULAR WIRELESS PCS, LLC
FOR LEASING OF WATER TANK SPACE**

Dear Councilors,

On the docket for this evening is legislation that will grant permission to New Cingular Wireless PCS, LLC to lease space on the Rhodes Avenue water tank for the installation of antennas.

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

The Engineering Division, Water Division and Law Department have reviewed the lease agreement and they have found it to be acceptable.

Respectfully,

Steven D'Agostino
Director of Public Works

Attachment



19 CO 54

CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

October 7, 2019

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

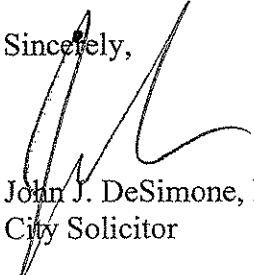
RE: Marion B. Sanford, DOI: 9-05-19

Dear Councilors:

Attached, please find a Notice of Claim, which was received by the City related to a motor vehicle accident that occurred on September 5, 2019. I recommend that the City deny action in this matter at this time, and refer it to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

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

Sincerely,



John J. DeSimone, Esq.
City Solicitor

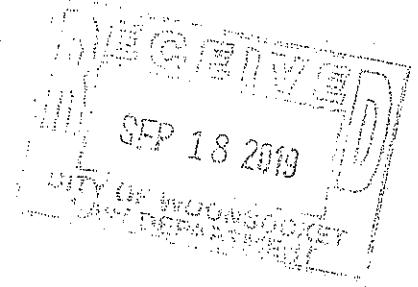
JJD/ps
Enclosure

ORABONA LAW OFFICES, P.C.

Via Certified & First Class Mail:
7019 0160 0000 9601 5582

September 16, 2019

City of Woonsocket
Attn: Office of City Clerk
169 Main Street
Woonsocket, RI 02895



Re: Our Client: *Ms. Marion B. Sanford*
 Date of Incident: *September 5, 2019*
 Location: *Diamond Hill Road*

Dear City Clerk:

Please be advised this office represents Ms. Marion B. Sanford in connection with injuries and property damages sustained in an automobile accident which occurred on September 5, 2019 on Diamond Hill Road in Woonsocket, RI.

On September 5, 2019, at approximately 4:25 p.m., Ms. Sanford was stopped in traffic on Diamond Hill Road when she was struck in the rear by a Woonsocket Police vehicle (operated by Shawn Cox – bearing RI registration 6659). The impact caused Ms. Sanford’s vehicle to be pushed into the vehicle in front her. A copy of the police report has been enclosed for your review.

Ms. Sanford was transported by ambulance to Landmark Medical Center for an evaluation of her injuries. Ms. Sanford suffered injuries to her neck, back, and head, and is currently receiving treatment for said injuries. Ms. Sanford was evaluated and released.

This notice is to serve as a formal request for the policy limits as required pursuant to R.I.G.L. § 27-7-5- as amended. This is also being sent to you to comply with the mandate set forth in § 9-21-10 of R.I.G.L. with reference to the date in which interest begins to accrue.

Notice is hereby given that our office claims a lien for services in accordance with Rhode Island General Laws §9-3-1 (1985) in any settlement and/or judgment rendered therein for Ms. Marion B. Sanford.

Please be advised this letter serves also serves as notice of Ms. Marion B. Sanford’s injuries as required by R.I.G.L. 45-15-5. Please note that Ms. Sanford is claiming One Hundred Thousand (\$100,000.00) Dollars in damages as a result of her injuries.



CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

October 7, 2019

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

RE: Marisol Santiago, DOI: 9-05-19

Dear Councilors:

Attached, please find a Notice of Claim, which was received by the City related to a motor vehicle accident that occurred on September 5, 2019. I recommend that the City deny action in this matter at this time, and refer it to the Rhode Island Interlocal Trust, who provides coverage for such claims under the City's policy of insurance.

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

Sincerely,



John J. DeSimone, Esq.
City Solicitor

JJD/ps
Enclosure

RVR

ROBERT V. RUSSO
LAW OFFICES

September 23, 2019

Woonsocket City Hall
Attn: City Clerk
169 Main Street
Woonsocket RI 02895


RE: My Client (s): Marisol Santiago
Date of Injury: 09-05-2019
Insured Member: Woonsocket Police

Dear Clerk:

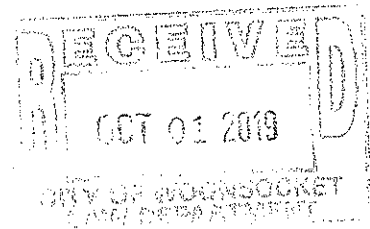
In regard to the above matter, please be advised that I represent the above named for personal injuries resulting from a Motor Vehicle accident that occurred on Thursday, September 05, 2019 on Diamond Hill Road. As a result, my client sustained personal injuries.

Please accept this as my formal demand to settle this claim with the City of Woonsocket for \$100,000.00. Please contact **me** to discuss this claim.

Very Truly Yours,


Robert V. Russo
RVR/ia
Enclosure

VIA CERTIFIED MAIL



Serving the community for over 25 years.

Jacobs

Jacobs Engineering Group
11 Cumberland Hill Rd
Woonsocket RI 02895
Tel 401.356.1468
Fax 401.356.1478

October 1, 2019

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

Subject: September 2019 Odor Report

Dear Councilors,

There were three (3) odor complaints filed with the Woonsocket Regional Wastewater Commission during the month of September 2019.


A new carbon scrubber, which will replace the failing AMBI packed tower scrubber, was installed on September 30 and will be operational by October 4th.

An odor study was conducted by Bowker and Associates in July 2019 along with dispersion modeling. The final report is expected sometime in October.

I've attached graphs of monthly odor complaints received since January of 2016 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 potential root causes.

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

Respectfully,

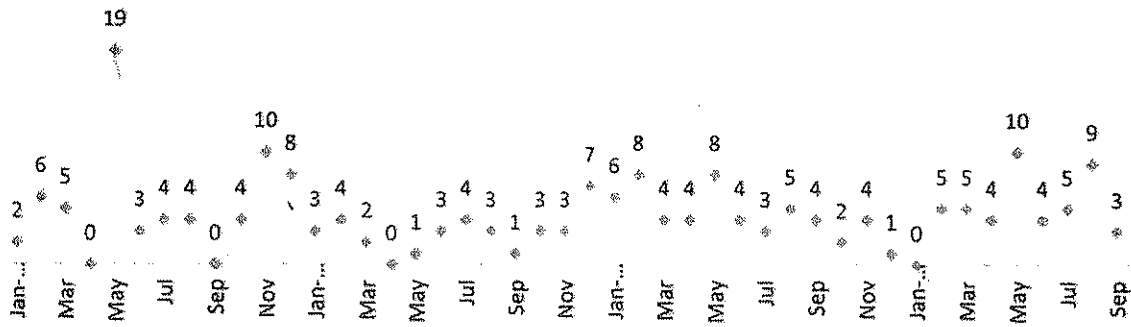


Jim Lauzon
Jacobs Engineering Group Project Manager

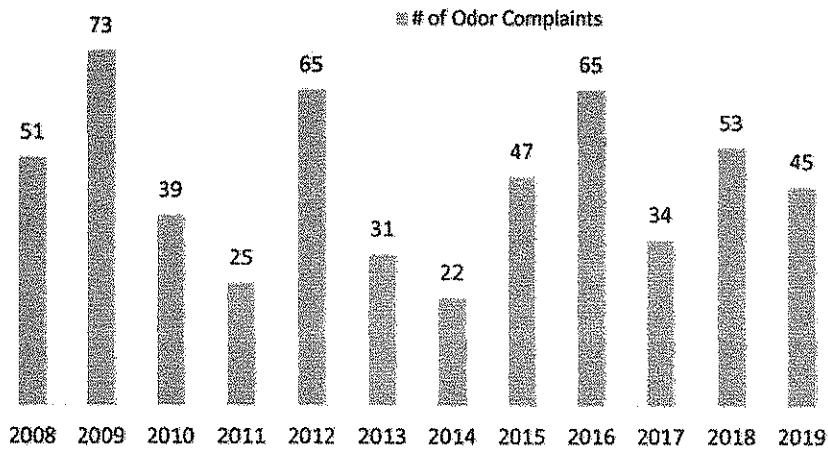
cc: Steve D'Agostino, City of Woonsocket
Jon Pratt, City of Woonsocket
Christina Duarte, City of Woonsocket
Kevin Handley, Synagro Assistant Plant Manager
Nick Quigley, Synagro Plant Manager
Bill Patenaude, RIDEM, Office of Water Resources
Karen Peltier, RIDEM, Office of Air Resources
Chris John, RIDEM Office of Compliance
Laurie Toscano, Weston & Sampson
Scott Mangold, Jacobs
Anthony Turchetta, Jacobs
File

Att: Monthly and Yearly odor complaint graphs
September 2019 odor report

Woonsocket Odor Complaints by Month



Woonsocket Odor Complaints by Year





Time To Repair/Replace (Hrs): 9/19/2019

Date/Time of Complaint: 9/19/2019 7:45:00 PM
Work Order #: WOO-1545221
Customer Name: Kimberly Labreche
Day: Thursday
Address: 127 Glendale Ave
Reason: Online complaint - Smelled at the bottom of Wood Ave
Labor Report: Jacobs - Centrate pit not covered, minor odor from Primaries
Synagro - Inspected entire facility, found nothing out of the ordinary. Bay doors closed, both scrubbers running.

Wind Direction: S
Wind Speed: 3 mph, gusts 16
Temperature: 54 deg F

Time To Repair/Replace (Hrs): 9/22/2019

Date/Time of Complaint: 9/22/2019 9:00:00 AM
Work Order #: WOO-1545222
Customer Name: Maclure
Day: Sunday
Address: 36 Reed Ave
Reason: Smell is ferocious
Labor Report: Jacobs - Checked all scrubbers and screenings dumpster, no odors
Synagro - Smell coming from centrate station. Cake truck arrived on site right before complaint was received. Covered centrate station. Closed cake bay door when truck entered.

Wind Direction: NNE
Wind Speed: 5 mph, gusts 17
Temperature: 81 deg F

Time To Repair/Replace (Hrs): 9/27/2019

Date/Time of Complaint: 9/27/2019 6:30:00 AM
Work Order #: WOO-1547020
Customer Name: Kimberly Labreche
Day: Friday
Address: Davison St
Reason: Online complaint received 3 hours after the fact - "630 this morning as I traveled from home towards Wood Ave Immediately hit me on Davison St. medical waste smell which I've smelled before. I've noticed fog before just like this morning.
Labor Report: Complaint was filed online three hours after the fact (6:30 / 9:45) . There were no odors present when I came in around that time and, in fact, had traveled down Davison St on my way in. A follow up email to the complainant went unanswered

Wind Direction:
Wind Speed:
Temperature: 51 deg F

John Ward
166 Getchell Avenue
Woonsocket, Rhode Island 02895

October 2, 2019

City of Woonsocket
Attn: Christine Duarte, City Clerk
169 Main Street
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

RE: October 7, 2019 City Council Agenda Items

Dear Madame Clerk:

Under Communications and Petitions of the Woonsocket City Council meeting agenda for the October 7th meeting, please be advised that I will be addressing the following matters:

- 1 – Request of property owner to acquire land abutting business; Martineau Street.
- 2 – October 6th Car Event at Diamond Hill Plaza
- 3 – Discussion of House Bill H 5028 / An act relating to public utilities and carriers – The Rhode Island Utility Fair Share Roadway Repairs Act.

/jfw

Jon D. Brien
200 Woodland Road
Woonsocket, RI 02895

October 2, 2019

City of Woonsocket
Attn: Ms. Christina Duarte – City Clerk
169 Main St.
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

RE: October 7, 2019 City Council Agenda Items

Dear Madam Clerk:

Under Communications and Petitions of the Woonsocket City Council's meeting agenda for the October 7, 2019 meeting, please be advised that I would like to address the following:

- 1) Update of contract negotiations with Green Development, LLC.
- 2) Status of Rivers Edge RFP in connection with Resolution 19 R 87.

Thank You,

/s/ Jon D. Brien

Alex Kithes
153 Winter Street
Woonsocket, Rhode Island 02895

October 2, 2019

City of Woonsocket
Attn: Christina Harmon, City Clerk
169 Main Street
Woonsocket, RI 02895

Delivered via email to cduarte@woonsocketri.org

RE: October 7, 2019 City Council Agenda Items

Dear Madame Clerk:

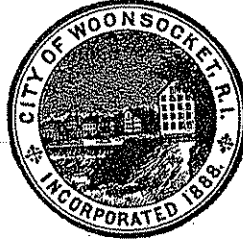
Under Communications and Petitions of the Woonsocket City Council meeting agenda for the October 7th meeting, please be advised that I will be addressing the following matter:

- 1) A discussion of the original and amended versions of 19-R-102, arguments against the nature and text of the amendment, the possibility of the amendment having been out of order and a discussion of removing my name as a sponsor of the amended version.

Thank you,

Alex Kithes

City of Woonsocket
Rhode Island



August 5, 2019

Ordinance

Chapter

**IN AMENDMENT OF THE CODE OF ORDINANCES,
CITY OF WOONSOCKET, RHODE ISLAND
APPENDIX C, ENTITLED "ZONING" SECTIONS 15.3 AND 16.7 REGULATING
ZONING BOARD OF REVIEW FEES**

WHEREAS, Pursuant to §RIGL 45-24 a/k/a the Rhode Island Zoning Enabling Act of 1991 the City Council is authorized to impose fees for applications to the City's Boards and Commissions; and

WHEREAS, §RIGL 45-24-59 states a zoning ordinance may provide for reasonable fees in an amount not to exceed actual costs incurred to be paid by the appellant or applicant; and

WHEREAS, the cost of holding meetings has increased over that last several years and the Zoning Ordinance has not reacted to the changes by increasing application fees since 2012;

THEREFORE:

**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:

15.3 Filing fees for applications /petitions before the zoning board of review shall be as follows:

a. Filing fee for Residential Uses: (this charge is based on the use of the subject property the application is addressing)

1. Single-family residence or in-law apartment, ~~one hundred fifty dollars (\$150.00);~~ one hundred seventy-five dollars (\$175.00)
2. Duplex residence, ~~one hundred seventy-five dollars (\$175.00);~~ two hundred dollars (\$200.00)
3. Multi-family structures up to nine (9) units, ~~two hundred dollars (\$200.00)~~ two hundred twenty-five dollars (\$225.00) for the first unit, plus ~~fifty dollars (\$50.00)~~ seventy-five dollars (\$75.00) for each additional unit thereafter;
4. Multi-family structures ten (10) units or more, ~~two hundred fifty dollars (\$250.00)~~ two hundred seventy-five dollars (\$275.00) for the first unit, plus ~~seventy-five dollars (\$75.00)~~ one hundred dollars (\$100.00) for each additional unit thereafter;

- b. Application fee for all residential applications: ~~All other residential variances or special use permits or extensions, including signs, one hundred twenty-five (\$125.00);~~ one hundred fifty dollars (\$150.00)

~~Plus, Notification charge: two dollars and fifty cents (\$2.50) per abutter within two hundred (200) feet of the perimeter of the property; ninety dollars (\$90.00) advertising charge, and forty-seven dollars (\$47.00) charge to record decision.~~

c. Filing fee for Commercial/Industrial Uses/Office: (this calculation is based on the square footage of the building/structure that the use proposed in the application will occupy and not necessarily the total footprint of the building/structure)

1. Use containing up to five thousand (5,000) square feet of gross floor space, ~~two hundred fifty dollars (\$250.00);~~ three hundred dollars (\$300.00)
2. Use containing more than five thousand (5,000), but less than ten thousand (10,000) square feet of gross floor space, ~~three hundred dollars (\$300.00);~~ three hundred fifty dollars (\$350.00)
3. Use containing more than ten thousand (10,000), but less than twenty thousand (20,000) square feet of gross floor space, ~~three hundred fifty dollars (\$375.00);~~ four hundred twenty-five dollars (\$425.00)
4. Use containing more than twenty thousand (20,000) square feet of gross floor space, ~~five hundred dollars (\$500.00),~~ five hundred-fifty dollars (\$550.00) plus twenty-five dollars (\$25.00) for each one thousand (1,000) square feet of gross floor space over twenty thousand (20,000) square feet of gross floor space;

- d. Application fee for all non-residential variances or special use permits, including signs, ~~two hundred fifty dollars (\$250.00);~~ three hundred dollars (\$300.00)
- e. Appeals of zoning officer or administrative officer's decision, three hundred seventy-five dollars (\$375.00) flat fee plus notification and recording costs.
- f. Extension of Variance or Special Use Permit, three hundred dollars (\$300.00) flat fee plus notification and recording costs.
- g. ~~Plus;~~ A notification charge will be added to all applications:
 - 1. ~~two dollars and fifty cents (\$2.50)~~ ***Three dollars (\$3.00)*** per abutter within two hundred (200) feet of the perimeter of the property. This fee covers the cost of preparing and mailing the legal notice to the abutters of the subject property and all other parties requiring notice by state law.
 - 2. ~~ninety dollars (\$90.00) advertising charge;~~ The actual cost of advertising the application in the Woonsocket Call. This charge will depend on the actual cost incurred for advertising the application. This cost will be determined at the time the application fee is totaled, ~~and~~
- h. Recording charge, this charge will depend on the actual cost incurred for recording the decision of the Zoning Board in the land evidence records of the subject property(s). This cost will be determined at the time the application fee is totaled ~~forty seven dollars (\$47.00) charge to record decision.~~
- i. The zoning board reserves the right to assess additional fees up to and including the cost of additional filing, application, and notification and advertising fees if an application requires more than one hearing. The board may assess these fees based on the applicant's request to continue the hearing to produce additional evidence or testimony.

Delete in its entirety

~~16.7 Filing fees for appeals before the zoning board of review shall be as follows:~~

~~All residential variances or special use permits or extensions, including signs, one hundred twenty five (\$125.00);~~

~~Plus, Notification charge: two dollars and fifty cents (\$2.50) per abutter within two hundred (200) feet of the perimeter of the property; ninety dollars (\$90.00) advertising charge, and forty seven dollars (\$47.00) charge to record decision;~~

~~All non-residential variances or special use permits, including signs, two hundred fifty dollars (\$250.00);~~

~~Plus, Notification charge: two dollars and fifty cents (\$2.50) per abutter within two hundred (200) feet of the perimeter of the property; ninety dollars (\$90.00) advertising charge, and forty seven dollars (\$47.00) charge to record decision~~

~~;~~

~~Use not mentioned, one hundred twenty five dollars (\$125.00);~~

~~All other appeals of zoning officer or administrative officer's decision, three hundred seventy five dollars (\$375.00);~~

~~Extension of Variance or Special Use Permit, two hundred fifty dollars (\$250) plus associated costs.~~

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

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

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

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

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

Dan Gendron City Council
(by request of the Administration)

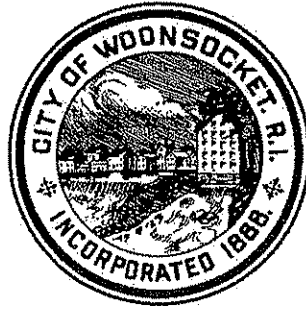
IN CITY COUNCIL August 5, 2019 - Read by title, tabled, to be advertised for hearing and referred to Planning Board for advice and recommendation, unanimously.

IN CITY COUNCIL September 16, 2019 - Read by title, amended and passed for the first time 6-1 with Councilman Kithes voting no.

AMENDMENT: In Section 3 after "CALL" insert "or another approved media outlet".

City of Woonsocket Rhode Island

August 5, 2019



Ordinance Chapter

IN AMENDMENT OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET, RHODE ISLAND APPENDIX C, ENTITLED "ZONING" ZONING BOARD OF REVIEW PROCEDURES

WHEREAS, The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and

WHEREAS, Currently the Woonsocket Zoning Ordinance does not allow the Zoning Board of Review to grant a dimensional variance in conjunction with a special use permit; and

WHEREAS, RJGL 45-24-42 (c) allows a zoning board of review to grant a dimensional variance in conjunction with a special use.

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:

Section 15.8-4 to be added as follows:

15.8-4 Special Use Permit in conjunction with a Dimensional Variance.

In accordance with RIGL 45-24-42(c), an applicant may apply for, and be issued, a dimensional variance with a special use. If the special use cannot exist without the dimensional variance, the Zoning Board of Review shall consider the special use permit and the dimensional variance together to determine if granting the special use is appropriate based on both the special use criteria and the dimensional variance evidentiary standards.

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

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

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

Any such alterations or amendments must be presented for comment in the course of said hearing.

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

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

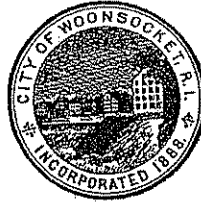
Daniel Gendron, Council President
(on behalf of the Administration)

IN CITY COUNCIL August 5, 2019 - Read by title, tabled, to be advertised for hearing and referred to Planning Board for advice and recommendation, unanimously.

IN CITY COUNCIL September 16, 2019 - Read by title, amended and passed for the first time unanimously.

AMENDMENT: In Section 3 after "CALL" insert "or another approved media outlet".

City of Woonsocket
Rhode Island



August 5, 2019

Ordinance

Chapter

**AMENDING THE CODE OF ORDINANCES, CITY OF WOONSOCKET,
RHODE ISLAND, APPENDIX C, ENTITLED "ZONING",
SECTION 2, SECTION 12, AND SECTION 18**

WHEREAS, the City Council approved Ordinance 17-O-59 (Exhibit A), which amended the Code of Ordinances, Appendix C, to create a Historic Structures Floating Overlay District; and

WHEREAS, the Council and the Department of Planning and Development staff has recommended some additional changes to Section 2, Section 12 and Section 18 of the Zoning Ordinance of the City of Woonsocket for more clarification and continuity of format; and

WHEREAS, it was found that more clarification and continuity of format was necessary in Section 2, Section 12 and Section 18.

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

SECTION 1. Entitled "Zoning" is hereby amended as follows:

Section 2. Zoning Districts.

2.1-6 Overlay Districts.

2.1-6-7 Historic Structures Floating Overlay District. Established to regulate the development and use of land, buildings, improvements and facilities associated with historic buildings, structures and sites to allow additional permitted uses that encourage the preservation and redevelopment of historic structures in the City of Woonsocket; and further relaxes uses and dimensional restrictions which are deemed as impediments to successful and reasonable redevelopment and preservation and to further permit the flexible development of surplus properties owned or formerly owned by municipal, state or federal governments or their instrumentalities in order to:

- 1.) encourage harmonious, efficient and convenient living environments and communities;
- 2.) increase housing opportunities and economic development prospects by increasing the variety of residential, commercial or industrial types, density and design;
- 3.) facilitate the economical and efficient provision of necessary community services, recreation and open space;
- 4.) preserve features and sites of natural, ecological and historical interest;
- 5.) encourage innovative design; and
- 6.) promote the health, safety and welfare of the residents of Woonsocket.

Section 12. Provisions Governing Overlay Districts.

12.6 Live/Work Units

12.6-1 Live/Work units are permitted in all commercial and manufacturing zones, or in specific properties in residential zones approved by the city council by resolution.

12.6-2 Any commercial use permitted in the zoning district applicable to the property is permitted in the live/work unit. In residentially zones properties approved by city council resolution, commercial and industrial uses are permitted such as artistic, creation, development and small-scale manufacturing is allowed together with associates retail and volume sales.

12.6-3 Live/Work units at street level are prohibited where single-purpose residential structures are otherwise prohibited. In commercial and industrial zones any portion of a residential unit is permitted only on the upper stories.

12.6-4 Where permitted, live/work units located at street level are subject to the development standards for ground-floor retail or commercial establishments as follows; and to any additional standards for ground-floor commercial establishments provided in the zoning ordinance.

12.6-4 (a) A minimum of eighty percent (80%) of a structure's street front façade at street level shall be occupied by nonresidential uses.

12.6-4 (b) In districts where live/work units are permitted at street level, parking for live/work units on neighborhood commercial streets and in mixed-use zones is prohibited in front of the building.

12.6-4 (c) Live/work units that exceed two thousand square feet (2,000 sq. ft.) must have at least two (2) means of egress.

12.6-4 (d) Within each live/work unit, the living area shall not exceed fifty percent (50%) of the total floor area of the unit.

12.6-4 (e) Where the owner occupies the property in one of the live/work units, the remainder of the property may be designated and used solely as work units with city council preapproval.

12.6-5 4(f) No signage shall be allowed other that numbering required to address identification.

12.6-5. *Business License Required:* At least one resident in each live/work unit shall maintain a valid business license for a business on the premises, if required.

12.6-68. Parking: For live/work units of fewer than twenty-five hundred square feet (2,500 sq. ft.), one (1) parking space is required for each unit. For live/work units greater than 2,500 square feet, required parking

will be based on the applicable parking standards for the nonresidential use or the closest similar use as determined by the zoning official.

12.7 Historic Structures Overlay District

Established to regulate the development and use of land, buildings, improvements and facilities associated with historic building, structures and sites to allow additional permitted uses that encourage the preservation and redevelopment of historic structures in the City of Woonsocket; and further relaxes uses and dimensional restrictions which are deemed as impediments to successful and reasonable redevelopment and preservation and to further permit the flexible development of surplus properties owned or formerly owned by municipal, state or federal governments or their instrumentalities in order to:

- 1.) encourage harmonious, efficient and convenient living environments and communities;
- 2.) increase housing opportunities and economic development prospects by increasing the variety of residential, commercial or industrial types, density and design;
- 3.) facilitate the economical and efficient provision of necessary community services, recreation and open space;
- 4.) preserve features and sites of natural, ecological and historical interest;
- 5.) encourage innovative design; and
- 6.) promote the health, safety and welfare of the residents of Woonsocket.

12.7-1 Imposition of a Historic Structures Floating Overlay District. The *Historic Structures Floating Overlay District* shall be imposed, or amended, by resolution of the city council for structure(s) and/or land meeting the following criteria:

- o was built prior to 1950
- o was built specifically as a building to be used by the municipal, state or federal governments, or instrumentalities thereof, and
- o which have been declared surplus property by such governmental entity and offered for sale and development by a private developer

12.7-2 Eligibility. In declaring a property to be eligible for placement within a *Historic Structures Floating Overlay District*, the city council shall consider the following:

1. Compliance with the goals and objectives of the comprehensive plan;
2. Estimated amount of taxes and/or other revenue to be provided to the city;
 - (2.1) Extent of services and facilities to be required by the development, and capacity of the municipality or state to provide the same;
 - (2.2) Preservation of historic property and/or features of unique natural, ecological, or historical interest;
3. Quality of design proposed by the prospective developer;
4. Diversification of housing choices or economic development opportunities;
5. Benefits to the surrounding neighborhood;
6. The demonstrated capacity of the proposed developer to affect the project as presented and approved;
7. The opinion of the planning board, if expressed prior to declaration of HSFOD status

12.7-3 Overlay District Boundaries. The boundaries of any Historic Structures Floating Overlay District shall include any and all property, structures and features designated by the city council by resolution including and/or any modifications, combinations or divisions of those lots which may transpire in the future.

12.7-4 Historic Structures Floating Overlay District. The Historic Structures Floating Overlay District is hereby established to confer additional options for development and land use in any declared such district. All land, buildings, structures, improvements and facilities within the Historic Structures Floating Overlay District shall be regulated by both the requirements of the district in which they are located and the requirements of this overlay district. Where the requirements of this overlay district are greater or more/less restrictive than the requirements of the underlying district, or where conflicts exist between this overlay district and the underlying district, the requirements of this overlay district shall prevail.

12.7-5 Approval of Redevelopment Plan for Development of Properties within a Historic Structures Floating Overlay District

17.7-5 (a) Referral to a planning board.

Whenever a development plan submitted by any developer or proposed developer of properties within a designated district shall be received by the city council, it shall be referred to the planning board for advice and recommendation after due consideration. If, in the opinion of the city council, a public hearing on such development plan is warranted, the city council shall instruct the planning board to hold such a hearing with reasonable notice.

17.7-5 (b) Action by the city council.

After review by the planning board and consideration of the board's advice and recommendation, the city council shall approve, approve with stipulations/modifications or reject the development plan, which shall be proposed for the district. The city council may choose to conduct a public hearing, which may be contemporaneous with that of the planning board.

Approval by the city council or approval with stipulations/modifications shall be considered as final action and the building inspector or any other officer or agent of the city shall cooperate fully and completely with the implementation of the plan as approved or approved with stipulations/modifications by the city council

18.1 Definitions.

46.) Floating zone. An unmapped zoning district adopted within this chapter, which is established on the zoning map only when an application for development, meeting the zone requirements, is approved.

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

Daniel Gendron, City Council President
(By request of the Administration)

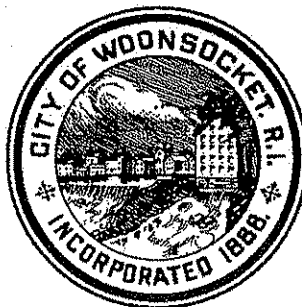
IN CITY COUNCIL August 5, 2019 - Read by title, tabled, to be advertised for hearing and referred to Planning Board for advice and recommendation, unanimously.

IN CITY COUNCIL September 16, 2019 - Read by title, amended and passed for the first time unanimously.

AMENDMENT: In Section 1 after "restrictions" delete "which are deemed as impediments to successful and reasonable redevelopment and preservation". Also, after "and to" delete "further".

City of Woonsocket Rhode Island

August 5, 2019



Ordinance Chapter

IN AMENDMENT OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET, RHODE ISLAND APPENDIX C, ENTITLED "ZONING" VARIOUS TECHNICAL CHANGES

WHEREAS, The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and

WHEREAS, The Woonsocket City Council and several departments in the city have received complaints from residents of the city regarding the parking and storage of commercial vehicles in the residential zones of the city; and

WHEREAS, Said vehicles are being utilized at all hours of the day and night disrupting the lives of the residents of the properties in the area around where the commercial vehicles are stored.

WHEREAS, Currently the zoning ordinance does not have a violation process that sets a timeline to refer cases to the law department. A clear violation process will set a consistent path for the Zoning Official to follow.

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:

Section 13.6 to be amended as follows:

13.6. Violations.

Pursuant to a signed, written complaint on behalf of an identifiable complainant, and in Compliance with State Law pursuant to access of private property, the zoning official or their designee shall have the authority to enter the property if in the course of the investigation it is necessary for the zoning official or their designee to determine if the violation in the signed complaint exists.

If the ~~zoning officer~~ Zoning Official finds that any of provisions of this ordinance is are violated, said ~~officer~~ Official shall notify in writing the person(s) responsible for the violation, indicating the nature of the violation and ordering any action necessary to correct the violation.

The ~~zoning officer~~ Zoning Official shall order the discontinuance of any illegal use of any land, building, structure or improvement; the removal of any illegal building, structure, improvement, addition, alteration, or structural change thereto; and the discontinuance of any illegal work being done.

The ~~zoning officer~~ Zoning Official ~~or assistant zoning officer~~ shall undertake inspections of suspected violations, collect fines for violations, and take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

Any person or corporation having received a notice of violation shall have 20 days to respond. If the violation is not corrected or no response is received within 20 days, the Zoning Official shall forward the matter to the Law Department for further action.

An extension of 30 days may be granted if, in the opinion of the Zoning Official, the property owner has made a reasonable attempt to comply but needs additional time to do so.

Any violation where the property owner has been granted an extension that is not corrected within 50 days of the receipt of the notice of violation shall be forwarded to the Law Department for further action.

Section 7.1-3 to be amended as follows:

7.1-3 Incidental Home Occupations. Incidental home occupations shall be permitted, provided not more than twenty-five (25) percent of the total floor area of any dwelling unit is devoted to such use. No displays or alterations of the facade of any building shall be permitted, with the exception of a sign not to exceed 6 square feet signs herein permitted;

which may indicate from the exterior that the building is used in whole or in part for any purpose other than a dwelling.

No use or activity of the approved incidental home occupation shall cause the release of any excessive noise, odor, glare, vibration, smoke, fume or other pollutant into the air, soil, or water, that impacts the surrounding residential properties.

Any external storage of materials used in the operation of said business is strictly prohibited.

Section 5.3-4 to be added as follows:

5.3-4 Storage of commercial vehicles in a residential zone.

In any residential district (R-1, R-2, R-3, R-4), the parking or storage of all commercial vehicles in excess of 15,000 pounds and construction equipment (e.g. backhoes) of over 9,000 pounds gross vehicle weight shall not be permitted except:

- a. Where parking or storage of commercial vehicles is directly related to and is accessory to a permitted use or legal non-conforming use on the premises.
- b. Where vehicles are being parked to deliver items or goods to a property that is engaged in a permitted use or legal non-conforming use.
- c. Where current work is being done on the premises by a contractor.
- d. Standard size passenger motor vehicles including, but not limited to, vans, sports utility vehicles (SUVs), standard passenger size vehicles, and pick-up trucks.

All permitted vehicles shall comply with all other regulations set forth in Section 5 of this ordinance.

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

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

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

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

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

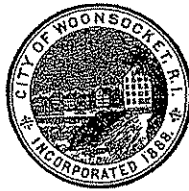
Daniel Gendron, City Council President
(on behalf of the Administration)

IN CITY COUNCIL August 5, 2019 - Read by title, tabled, to be advertised for hearing and referred to Planning Board for advice and recommendation, unanimously.

IN CITY COUNCIL September 16, 2019 - Read by title, amended and passed for the first time unanimously.

AMENDMENT: In Section 3 after "CALL" insert "or another approved media outlet". Also, in Section 1-5.3-4 add "(e) Where the vehicle is registered to a resident residing on the property where the vehicle is parked".

City of Woonsocket Rhode Island



September 16, A.D. 2019

Ordinance

Chapter

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

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

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

- SECTION 1.** That Section 17-24.1. entitled "Stop streets designated – four-way" is hereby amended by adding the following:

Intersection of Nursery Avenue and Campeau Street.

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

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

IN CITY COUNCIL September 16, 2019 - Read by title and passed for the first time, unanimously

**City of Woonsocket
Rhode Island**



September 16, A.D. 2019

**Ordinance
Chapter**

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

WHEREAS, the Director of Public Safety has established the following amendments to Chapter 17 to be in the best interest of the City and its residents.

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

SECTION 1. That Section 17-91 entitled "Prohibited at all times; exceptions" is hereby amended by deleting the following:

- ~~Winter Street, northerly side, from the corner of Harris Avenue to a point 250 feet easterly. (Ch. No. 2267, Sec. 1, 3-4-68)~~
- ~~Winter Street, northerly side, from the easterly corner of Main Street to a point 110 feet easterly. (Ch. No. 2267, Sec. 1, 3-4-68)~~
- ~~Winter Street, northerly side, from the westerly corner of North Main Street to a point 70 feet westerly. (Ch. No. 2267, Sec. 1, 3-4-68)~~
- ~~Winter Street, northerly side, from North Main Street to Temple Street. (Ch. No. 4745, Sec. 1, 6-1-87)~~

SECTION 2. That Section 17-91 entitled "Prohibited at all times; exceptions" is hereby amended by adding the following:

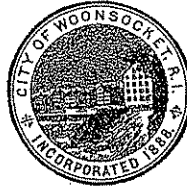
Winter Street, northerly side, from the corner of Harris Avenue to Pond Street.

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 Gendron, City Council President
By Request of the Administration

IN CITY COUNCIL September 16, 2019 - Read by title and passed for the first time, unanimously.
Councilman Kithes recused himself.

City of Woonsocket
Rhode Island



September 16, A.D. 2019

Ordinance

Chapter

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

WHEREAS, the Director of Public Safety has established the following amendments to Chapter 17 to be in the best interest of the City and its residents.

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

SECTION 1. That Section 17-91 entitled "Prohibited at all times; exceptions" is hereby amended by adding the following:

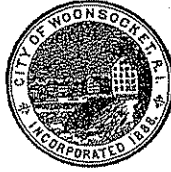
Roland Street, westerly side, from the corner of Privilege Street to Diamond Hill Road.

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

Daniel Gendron, City Council President
By Request of the Administration

IN CITY COUNCIL September 16, 2019 - Read by title and passed for first time, unanimously.

City of Woonsocket
Rhode Island



September 16, A.D. 2019

Ordinance

Chapter

**AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO
A CONTRACT WITH KNE CORPORATION**

WHEREAS, prison cell doors at the Police Department are in need of imminent repair; and

WHEREAS, KNE Corporation of Dover, MA, has submitted the attached quote (Exhibit A) in an amount of Four Thousand, Nine Hundred Eighty Dollars (\$4,980) per door, which includes lighting and electrical work; and

WHEREAS, at this time, a request to repair six (6) of the twelve (12) prison cell doors is made with a total project cost not to exceed Twenty-Nine Thousand, Eight-Hundred Eighty Dollars (\$29,880).

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

SECTION 1. The City Council hereby authorizes the Finance Director to enter into a contract with KNE Corporation for the repair of six prison cell doors located at the Police Department in the amount not to exceed Twenty-Nine Thousand, Eight-Hundred Eighty Dollars (\$29,880). Proposal is attached (Exhibit A). Funding source will be by transfer ordinance from the City Capital Fund #597 to the General Fund's Police Department's Building Improvements Account #1010-05255-55523.

SECTION 2. KNE Corporation of Dover, MA, specializes in prison cell door repair; and, therefore, the requirements of competitive bidding as set forth in Chapter 8, Section 3 of the Home Rule Charter are hereby waived.

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 10 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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

PROPOSED CELLBLOCK REPAIRS

KNE CORP

Cost to repair cell door assembly \$4,295.00 per door

ELECTRICAL WHOLESALERS

Cost to purchase cell light \$510.00 per cell

BRIEN J. GODIN ELECTRICIAN

Labor to install lights \$175.00 per cell

Total cost per cell \$4,980.00

KNE CORPORATION

20 FRANCIS STREET, DOVER, MASSACHUSETTS 02030

TELEPHONE: 781-762-8344

E-MAIL: victor@knecorp.com

PROPOSAL

DATE: 15 January 2019

TO: City of Woonsocket

ATTN: George Lahousse

FROM: Victor Conklin

RE: Woonsocket PD

This confirms our proposal pertaining to replacing ten (10) roller assemblies into existing cell sliders. KNE Corporation proposes to furnish and install, except as noted, the following equipment:

Remove existing roller assemblies.

Install new roller assemblies and adjust door and hardware.

Cut out and modify components as required to allow for repairs and replacements.

Testing, commissioning and documentation

One year warranty

Your cost:

\$ 42,950.00

Clarifications: Sliding doors shall remain in tact except for hanger modifications.

Exclusions: MBE, WBE, storage of materials, ventilating area during installation, caulking, finish painting, taxes and permits of any kind.

If you have any questions pertaining to the above, please do not hesitate to call.

RI License A-4024

Estimate

Woonsocket Police Department
242 Clinton street
Woonsocket, RI, 02895

\$175.00

Due 8/8/19
Estimate# 0107

Quantity	Description	Unitprice	Taxes	Price
1	---Remove existing cell light	\$0.00		\$0.00
1	---Install new 2' cell light	\$0.00		\$0.00
1	---Material and labor per light	\$175.00		\$175.00

Cost is per light installed. Fixtures are provided by customer. Estimate does not include filling holes left from removal of existing fixtures.

Net: \$175.00
Total due by 8/8/19 \$175.00

1

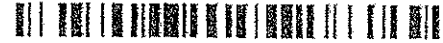


ELECTRICAL
WHOLESALEERS, INC.
NEW ENGLAND

ELECTRICAL WHOLESALERS-WOONSOCKET
 113 CLINTON STREET
 WOONSOCKET, RI 02895-3205
 401-762-1937
 Fax 401-765-7840

QUOTE TO:

WOONSOCKET POLICE DEPART
 242 CLINTON ST
 WOONSOCKET, RI 02895-3276



Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
01/07/2019	S112214840	1 of 1
CUST PO#:	2FT LED	
JOB/REL#:	VANDAL PROOF	

SHIP TO:

WOONSOCKET POLICE DEPART
 242 CLINTON ST
 WOONSOCKET, RI 02895-3276

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON	
91743	401-769-1111	GEORGE	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
SCOTT DONAHUE (401) 762-1937	WILL CALL	2% 10TH, NET 15TH	02/06/2019	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
12ea	QUOTE ITEM: PER EA/1 KENAL CC2-00-25L-40K-DGG1DV1X 2FT MIGHTY-MAC CC SERIES LED VANDAL (4-5 WEEKS PLUS FREIGHT) !!!!!!!!!!!!!!!!!!!!!		510.000/ea	6120.00
12ea	QUOTE ITEM: PER EA/1 MTX FWL-D-2-LD4-UNV-STD-STD-40-80/86EDC 1 FAILSAFE FCC VANDAL 2FT LED FIXTURE (4-6 WEEKS). !!!!!!!!!!!!!!!!!!!!!		475.000/ea	5700.00
Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.			Subtotal	11820.00
			Shipping Chgs	0.00
			Amount Due	11820.00

City of Woonsocket
Rhode Island



September 16, A.D. 2019

Ordinance
Chapter

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

WHEREAS, the Director of Public Safety has established the following addition to Chapter 17 to be in the best interest of the City and its residents.

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

SECTION 1. That Section 17-24 entitled, "Stop streets designated" of Chapter 17 entitled, "Traffic" of the Code of Ordinances is hereby amended by adding the following:

Hawthorne Circle, at the southern intersection of Lydia Avenue.

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

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

IN CITY COUNCIL September 16, 2019 - Read by title and passed for the first time
on a 5-2 vote with Councilmen Kithes and Ward voting no

City of Woonsocket Rhode Island



October 7, 2019

ORDINANCE

CHAPTER

AUTHORIZING CONNECTION TO THE CITY OF WOONSOCKET WATER SYSTEM

WHEREAS, the owner of A.P. 9 Lot 911 on Getchell Street in North Smithfield, RI has requested permission to connect to the City's Water System to service a new one-unit residential house as shown on Exhibit 'A'; and

WHEREAS, the connections would be made to an existing water main in Getchell Street in North Smithfield; and

WHEREAS, The City of Woonsocket Engineering Division and Water Division have reviewed the request. Both divisions recommend approval of the tie in with the only stipulation that lawn sprinklers not be allowed due to water pressure in the existing main.

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

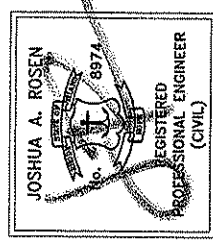
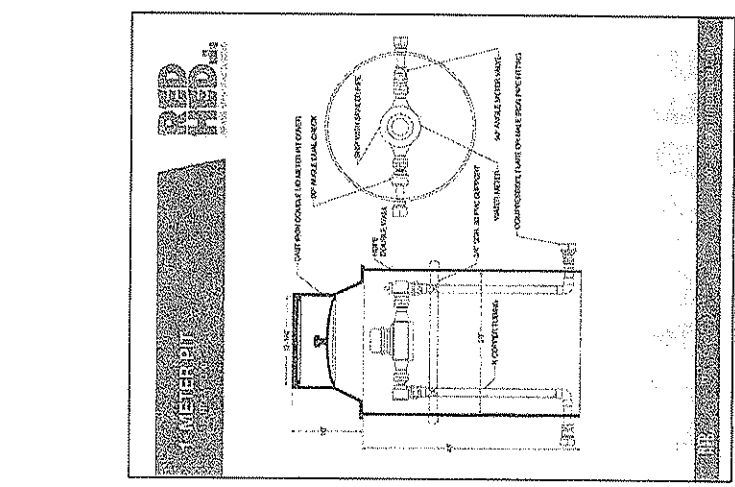
Section 1. That the property owner of A.P. 9 Lot 911 on Getchell Street in North Smithfield, RI request for permission to connect to the City of Woonsocket's Water Supply is hereby approved, subject to the applicant's conformance that lawn sprinklers are not allowed to be installed and that all requirements set forth in the Rates, Rules and Regulations of the Public Works Department of the City of Woonsocket, and conformance with all requirements set forth in the City's Code of Ordinances, Chapter 18, Water and Sewers and Sewage Disposal.

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

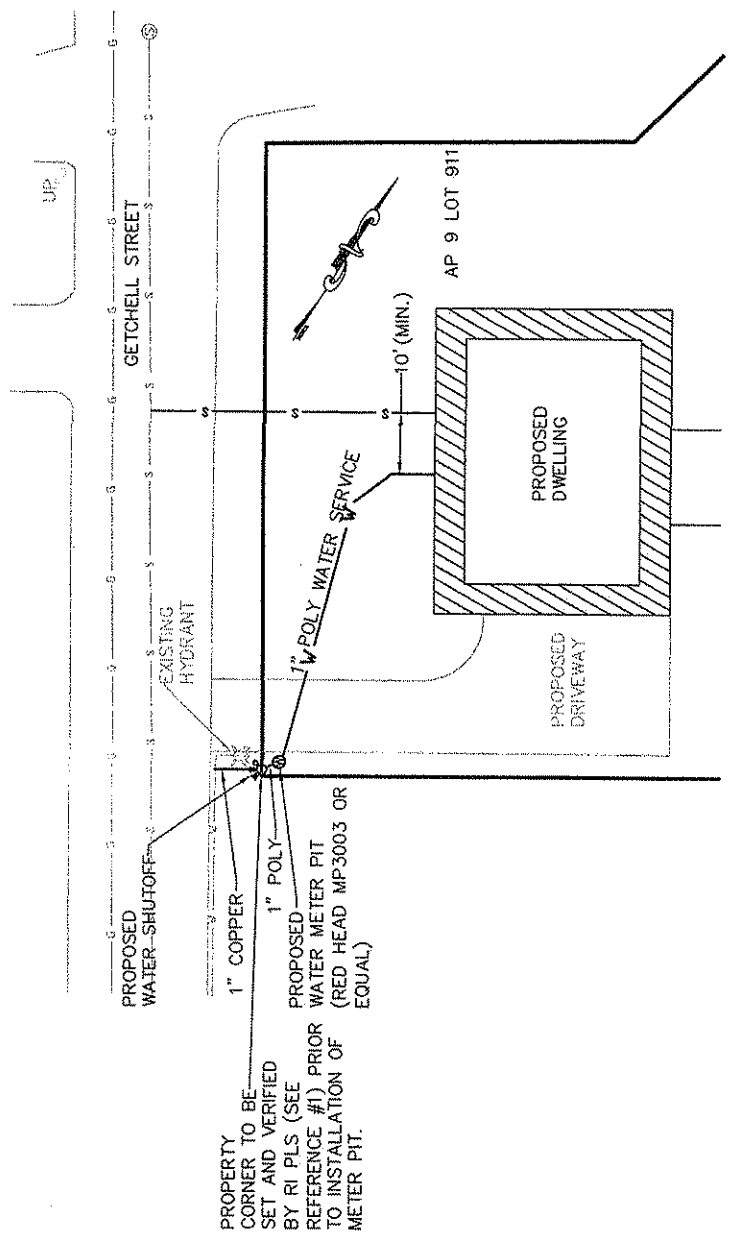
Daniel Gendron, City Council President
'By request of the Administration'

PREPARED FOR: GREEN HILL BUILDERS, INC.
 DATE: 7/31/19
 REVISIONS:
 SCALE: 1" = 20'
 PLAN OF WATER SERVICE
 "A.P. 9 LOT 911, GETCHELL STREET"
 IN NORTH SMITHFIELD, RHODE ISLAND

SHEET NO. 1 OF 1



THE ABOVE RESPONSIBLE FOR WATER SERVICE / METER PIT LOCATION ONLY.



GRAPHIC SCALE



NOTES:

1. NEW WATER SERVICE SHALL BE AT LEAST 1.0' ABOVE FINISHED BASEMENT FLOOR.
2. LAWN SPRINKLERS SHALL NOT BE PERMITTED.

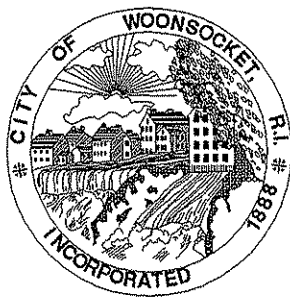
LEGEND:

- PROPERTY PERIMETER
- EX. WATER MAIN
- UTILITY POLE
- EXISTING SEWER MAIN
- EXISTING GAS LINE
- EXISTING HYDRANT
- PROPOSED WATER SHUTOFF
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE

PLAN REFERENCE:

1. "PROPOSED SITE PLAN" LOCATION, GETCHELL STREET A.P. 9 / LOT 911 NORTH SMITHFIELD, RI DATED 5-28-19 BY E. GREENWICH SURVEYORS, LLC.

PROPERTY CORNER TO BE SET AND VERIFIED BY RI PLS (SEE REFERENCE #1) PRIOR TO INSTALLATION OF METER PIT.
 1" POLY WATER SERVICE
 1" POLY WATER METER PIT (RED HEAD MP3003 OR EQUAL)
 1" COPPER
 PROPOSED WATER SHUTOFF
 EXISTING HYDRANT
 10' (MIN.)



CITY OF WOONSOCKET
FORWARD WOONSOCKET
"A CITY ON THE MOVE"

Water Division Engineering
1500 Manville Road
Woonsocket, RI 02895

Tel. (401) 597-6680
Fax (401) 766-6517

Plan Review

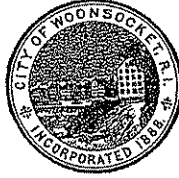
Getchell Street
A.P. 9 Lot 911
North Smithfield R.I.

August 5, 2019

The water pressure on that line is about 35 psi.
Lawn sprinklers will not be permitted.
New copper service should be at least 1.0' above finished basement floor.
A # 7 series dual check backflow preventer and # 5 expansion tank must be installed
before the water service can be turned on.
The new plan meets our regulations.

Bob Doire
Woonsocket Water Dept.

City of Woonsocket
Rhode Island



October 7, A.D. 2019

Ordinance
Chapter

AUTHORIZING THE LEASE OF
WATER TOWER SPACE TO
NEW CINGULAR WIRELESS PCS, LLC

- WHEREAS,** The City of Woonsocket, as a practice, leases water tower space to telecommunications vendors; and
- WHEREAS,** New Cingular Wireless PCS, LLC, wishes to lease space at the Rhodes Avenue water tank; and
- WHEREAS,** New Cingular Wireless PCS, LLC has forwarded an acceptable lease contract to the water utility which includes after 5 years renewable terms and a \$2,750.00 per month lease amount, which amount shall increase by three percent (3%) on the anniversary of the Commencement Date to the City; and
- WHEREAS,** the City's water utility and New Cingular Wireless PCS, LLC desire to enter into said lease contract.

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

- Section 1.** The Mayor and Finance Director are hereby authorized to enter into the attached water tower lease contract.
- Section 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Daniel Gendron, City Council President
by request of the administration

Market: New England
SITE NAME: Woonsocket Rhodes Avenue
SITE NUMBER: RI4357
Fixed Asset Number: 12712913

WATER TANK LEASE AGREEMENT

This Agreement, made this ____ day of _____ between the City of Woonsocket, with its principal offices at 169 Main Street, Woonsocket, Rhode Island, 02895, hereinafter designated LESSOR and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE 3rd Floor, Atlanta, GA 30319, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tank Space") on the LESSOR's water-tank, hereinafter referred to as the "Tank" located off of Rhodes Avenue, City of Woonsocket, County of Providence, State of Rhode Island, as shown on the Tax Map of the City of Woonsocket as Map 2, Lot 18, and being further described in Deed Book 97 at Page 338 as recorded in the Office of the Woonsocket City Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, subject to the provisions of Exhibit C attached hereto, on foot and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a non-exclusive twelve (12) foot wide right-of-way extending from the nearest public right-of-way, Rhodes Avenue, to the Land Space; and together with any further rights of way (the "Further Rights of Way" over and through the Property between the Land Space and the Tank Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tank Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tank loading of said tank.

LESSEE shall maintain its Premises and communications equipment in good condition, reasonable wear and tear and casualty damage excepted.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises. and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM• RENTAL• ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Three Thousand and No/100 Dollars (\$33,000.00), which amount shall increase by three percent (3%) on the anniversary of the Commencement Date, to be paid in equal monthly installments of two thousand seven hundred fifty and No/ 100 Dollars (\$2,750.00) on the fifth (5th) day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Commencement Date of this Agreement shall be January 1, 2020. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding

anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow electrical service and telephone service access to and within the Premises with the cost of such service and access to be paid by LESSEE and the plans for such service and access to be approved by LESSOR prior to the Commencement Date and not to be unreasonably withheld, conditioned, or delayed. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental during each five-year extension term shall increase by three percent (3%) on the anniversary of the Commencement Date.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term,

this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental during each such additional five (5) year term shall increase by three percent (3%) on the anniversary of the Commencement Date. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

8. USE • GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, installing, maintaining, repairing, replacing, upgrading, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires,

lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance as per form ISO CG0001 or its equivalent with limits of \$1,000,000 for injury to or death of one or more persons and for damage or destruction to property in any one occurrence and in the aggregate. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tank at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the

Tank required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

d. Notwithstanding the foregoing, Lessee may, in its sole discretion; self-insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 3 1, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TANK. LESSOR agrees the LESSEE shall have access to the Tank subject to the provisions of Exhibit C to this Agreement for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tank location. subject to the provisions of Exhibit C to this Agreement. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. UPKEEP OF GROUNDS. LESSEE agrees to perform all necessary upkeep its Premises to the extent required for its permitted use. Upkeep of the Premises shall include, but not be limited to: cutting brush, cutting grass, removal and proper disposal of trash, removal of graffiti.

15. TANK COMPLIANCE. LESSOR covenants that it will keep the Tank in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSEE shall pay the LESSOR the reasonable cost for any lighting, marking and painting of Tank that may be caused by the installation, operation and use of LESSEE's equipment on the Tank. No materials may be used in

the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tank structure or its appurtenances.

All antenna(s) on the-Tank must be identified by a marking fastened securely to its bracket on the Tank and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tank and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tank promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its Tank--mounted equipment on a temporary basis to another location on the Tank Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work on the Property:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's sole reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least one hundred ninety (90) days with written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not exempted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR. LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE. LESSOR's maintenance or repair work shall be completed in an expeditious manner with all due diligence not to exceed 12 months unless such maintenance, repair, or similar work is necessitated by an order or mandate by any federal, state or municipal regulatory body regarding the safety/structure of the tank or the quality of the water. In such case, such work shall be completed in an expeditious manner with all due diligence.

16. INTERFERENCE. LESSOR was unable to provide the frequencies of the existing carriers. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to

the date this Agreement is executed by the Parties, as long as the existing radio frequency user(s) operate and continue to operate within their perspective frequencies and in accordance with all applicable laws and regulations. In the event any after-installed LESSEEs equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. LESSOR shall cooperate with LESSEE to cure any interference to LESSEE's equipment or permitted use caused by any other tenants. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance..

17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

19. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tank and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms

and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third-party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tank thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tank and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tank and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such

rights at any time and take such action as may be lawful and authorized under this Agreement. in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Woonsocket
 169 Main Street
 Woonsocket, RI 02895
 Attention: Mayor

City of Woonsocket
169 Main Street
Woonsocket, RI 02895
Attention: City Solicitor

LESSEE:
New Cingular Wireless pcs, LLC
Attn: Network Real Estate Administration
Re: Cell Site : RI4357S.
Site Name: Woonsocket Rhodes Avenue (RI)
Fixed Asset # - 12712913
1025 Lenox Park Blvd. NE 3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department

Re: Cell Site RI4357S
Cell Site Name: Woonsocket Rhodes Avenue (RI)
Fixed Asset # 12712913
208 S. Akard Street
Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tank or Right-of-Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tank or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods.

29. RECORDING. LESSOR agrees to execute the Memorandum of Agreement attached to this Agreement as Exhibit D, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under, including the payment of rent. LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have thirty (30) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Delay in curing a default will be excused if due to causes beyond the reasonable control of LESSEE. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. . Delay in curing a default will be excused if due to causes beyond the reasonable control of LESSEE. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property or interferes with LESSEE's ability to access the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may

now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tank or Property. unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tank or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. In the event LESSEE becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in LESSEE's sole determination, renders the condition of the Premises or Property unsuitable for LESSEE's use, or if Tenant believes that the leasing of continued leasing of the Premises would expose LESSEE to undue risks of liability to a government agency of other third party, then LESSEE will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to LESSOR.

33. CASUALTY. In the event of damage by fire or other casualty, Landlord shall notify Tenant within 72 hours that the Tank or Premises cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. LESSEE will also be able to deploy a cell on wheels or a similar temporary facility for emergency purposes, subject to precedence of the City's use and needs of the Property.

34. CONDEMNATION* In the event LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide notice of the proceeding to LESSEE within forty-eight (48) hours. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises

or Tank, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

37. SURVIVAL The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Woonsocket

By:

Signature

Print name

Date

Witness signature

Witness print name

LESSEE: New Cingular Wireless pcs, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Print Name: [_____]

Its: _____ [Insert Title]

Date

Witness signature

Witness print name

EXHIBIT A

Description of Premises

LESSEE's Tank Space, Land Space and Right of Way are substantially described in the plans prepared by Maser Consulting with a most recent revision date of 11-07-19, entitled "Exhibit A" (Three Sheets) attached hereto and made a part hereof and incorporated into the Agreement.

EXHIBIT B

Description of radio communications equipment, antennas, and appurtenances.

An array of nine (9) panel antennas (size of each antenna up to approximately eight-feet in length) at one-hundred-forty-two-feet (142') level on LESSOR's Tank with fifteen (15) remote radio units, three (3) surge suppressors, three (3) fiber trunks, and six (6) DC power cables, along with mounting apparatus, accessories and appurtenances to the foregoing at or near the 142' level.

Land Space of approximately 10'x20' (200 sq. ft. +/-) for LESSEE's approximately 6'8" x 6'8" shelter and generator, with foundations and utility apparatus, and accessories and appurtenances for the foregoing.

Exhibit C

Access procedures to Property and Premises.

Ground-based communications facility equipment: LESSEE shall at all times have 24 7 access to its ground-based communications facility shelter and equipment without notice to LESSOR , provided such access is from outside of the LESSOR's security fence surrounding the LESSOR's Property and provided a separate gate is installed by LESSEE to allow for such access directly to LESSEEs Land Space so that LESSOR will have no obligation to open the main-locked gate to the security fence surrounding the LESSOR's Property except as otherwise stated herein.

LESSEE shall install a security fence around its ground-based communications facility equipment. and separate secured-locked access gate to same so that LESSEE does not need to access or pass-through any other existing fenced area at the Property. LESSEE shall provide LESSOR with the key, key-card, access-code, or any other key to LESSEE's secured locked-access gate.

Any installation, or significant repair, operation, maintenance, refueling, or other permitted use of the LESSEE's Land Space that requires any vehicle or construction equipment to be placed adjacent to LESSEE's Land Space, shall be done between the hours of 7:00 AM and 7:00 PM, Monday through Friday (except Holidays observed by the City of Woonsocket) upon forty-eight hours telephone notice to LESSOR, and LESSEE shall coordinate such work with LESSOR in advance so that LESSOR can provide a representative to open the LESSOR's locked gate to allow for such work.

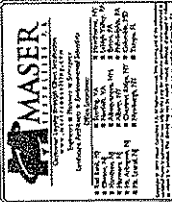
In the event natural gas lines exist or are later installed in Rhodes Avenue, then LESSEE may connect its generator to such fuel source, subject to the approval process in the foregoing paragraph,


Tank-mounted communications facility equipment; maintenance and repairs: LESSEE shall have access to its Tank-mounted equipment between the hours of 7:00 AM and 7:00 PM, Monday through Friday (except Holidays observed by the City of Woonsocket) upon forty-eight hours telephone notice to LESSOR, whether by live contact by phone for general maintenance and repair.


In the event of an emergency during the hours of 7:00 PM and 7:00 AM, and AT&T needs access to their tank mounted equipment, the City will provide an employee for access to the tank. AT&T will reimburse the City at a rate of \$40.00 (forty) Dollars per hour for a minimum of four (4) hours.


Tank-mounted communications facility equipment; modifications or additions to equipment or tank-mounting methods: LESSEE shall have access to its Tank-mounted equipment between the hours of 7:00 AM and 7:00 PM. Monday through Friday (except Holidays observed

by the City of Woonsocket) upon advanced written notice to LESSOR with said notice including a brief narrative or plans for such work and LESSOR shall have fourteen (14) days to review and approve such work, which shall not be unreasonably withheld, conditioned, or delayed.









REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN
2	AS SHOWN
3	AS SHOWN
4	AS SHOWN
5	AS SHOWN
6	AS SHOWN
7	AS SHOWN
8	AS SHOWN
9	AS SHOWN
10	AS SHOWN

4433

REGISTERED

PROFESSIONAL ENGINEER
STATE OF NEW YORK
No. 123456789
Exp. 12/31/2024

SITE NAME:
NSB WOODSCKET -
RHODES AVE.
P44-121291J
SITE#- R123578
526 RHODES AVENUE
WOODSCKET, RI 02895
PROVIDENCE COUNTY

GENERAL NOTES
GN-1

GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AIA), THE IEEE (IEEE 100, OR IEEE 1000) LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELECOMMUNICATIONS AND RADIATION PROTECTION CODES. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR AVOIDANCE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GROUNDING) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDS CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM FEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 100 AND IEEE 1000) FOR GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 50 OHMS OR LESS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT. FITTINGS OR BY-BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDINGS TYPE CONDUIT CLAMPS.
5. METAL BACKWAYS SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SHEED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
6. EACH BITS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE EQUIPMENT GROUND RING WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BITS; 2 AWG STRANDED COPPER FOR OUTDOOR BITS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUNDING CONDUCTORS BETWEEN EQUIPMENT/GROUNDING BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID BURNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. ALL BENDS SHALL BE MADE WITH 12" RADIUS OR LARGER.
10. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
11. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS EXCEPT FOR GROUND BAR CONNECTION FROM NEB TO OUTSIDE EXTERIOR GROUND SHALL ALL BE CADWELDED CONNECTIONS.
12. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
13. ICE BRIDGE GROUNDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED TO THE TOWER GROUND BAR.
14. APPROVED ANTIOXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
15. ALL EXTERIOR AND INTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
16. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF MAIN GROUND WIRES WITH 1/42 AWG TIN-PLATED COPPER GROUND CONDUCTOR.
17. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ADJUTED TO FORM A LOOP THAT FORMS A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G. NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
18. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/4" IN. OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND BARS USING AN EXOTHERMIC WELD CONNECTION USING #2 AWG SOLID BARE THINER COPPER GROUND WIRE, PER NEC 250.50.
19. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR - SMARTLINK
SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
OWNER - AT&T (NEW SINGULAR, WIRELESS PCS, U.S.)
20. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
21. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
22. ALL LOCAL CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
23. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
24. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
25. THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE SUBCONTRACTOR SHALL PROPRIETARY ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
26. THE SUBCONTRACTOR SHALL PROTECT EXISTING INFRASTRUCTURE, UTILITIES, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
27. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
28. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE RESPONSIBLE ENGINEER. EXPOSURE OF UTILITIES SHALL BE THE RESPONSIBILITY OF THE SUBCONTRACTOR WHEN EXCAVATING OR DRIVING CREAM. THIS WILL INCLUDE BUT NOT BE LIMITED TO AT FALL PROTECTION BY CORDED SPACE (ELECTRICAL SAFETY) (E) FENCING AND EXCAVATION.
29. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REPAIRED AND/OR REMOVED AS DIRECTED BY THE RESPONSIBLE ENGINEER. AT POINTS WHICH WILL NOT INTERFERE WITH THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
30. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION.
31. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GOVERNMENT EROSION AND SEDIMENT CONTROL.
32. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN FILL OR EMBANKMENT.
33. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
34. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BITS EQUIPMENT AND TOWER AREAS.
35. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
36. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
37. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
38. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONSTRUCTION UNINHAIRED. ANY DISCREPANCY FOUND SHALL BE REPORTED TO THE ATTENTION OF THE CONTRACTOR.
39. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES. GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELECOMMUNICATION DRAWINGS. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
40. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 308.1 AT 28 DAYS.
41. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (F_y = 36 KSI) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (F_y = 35 KSI). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCHUP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.
42. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND "GENERAL" CONSTRUCTION SPECIFICATIONS FOR CONSTRUCTION OF AT&T MOBILITY SITES.
43. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL ON PROCEEDING WITH CONSTRUCTION.
44. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH TRAFFIC PERIODS AFTER MIDNIGHT.
45. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL OR EXPOSURE MONITORS ARE ADVISED TO BE WORN AT ALL TIMES DURING DANGEROUS EXPOSURE LEVELS.

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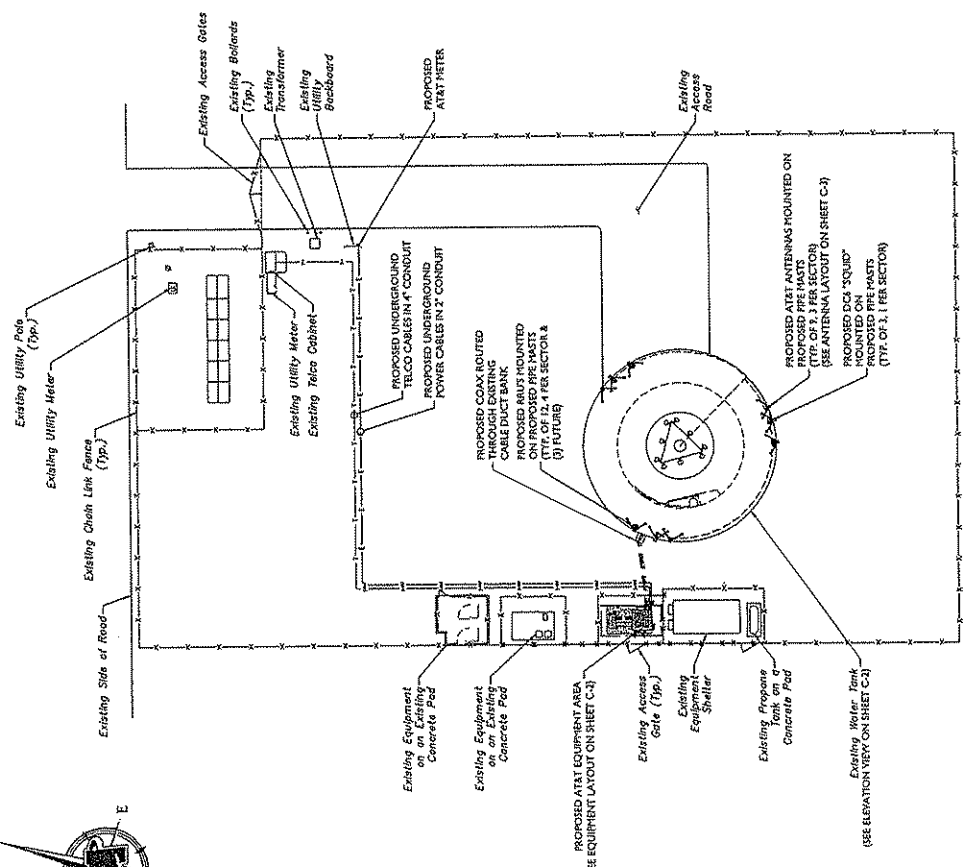
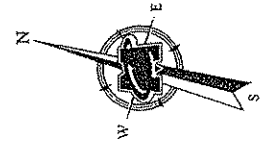
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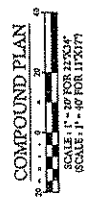
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NBB WOOSOCKET -
RHODES AVE.
RFA# 17/12191J
SITE# R12375
52A RHODES AVENUE
WOOSOCKET, RI 02895
PROVIDENCE COUNTY

BLAIRS SUBS.
Blair's Substation
1000 Main Street
Providence, RI 02903
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FAX: 401-863-1112
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COMPOUND PLAN



NOTE
COMPOUND AREA TO BE MAINTAINED FOR BARRIERS AND OVERGROWTH AS NEEDED



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Fax: (401) 846-1001
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PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
No. 4433

REGISTERED
PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
No. 4433

WITNESSES

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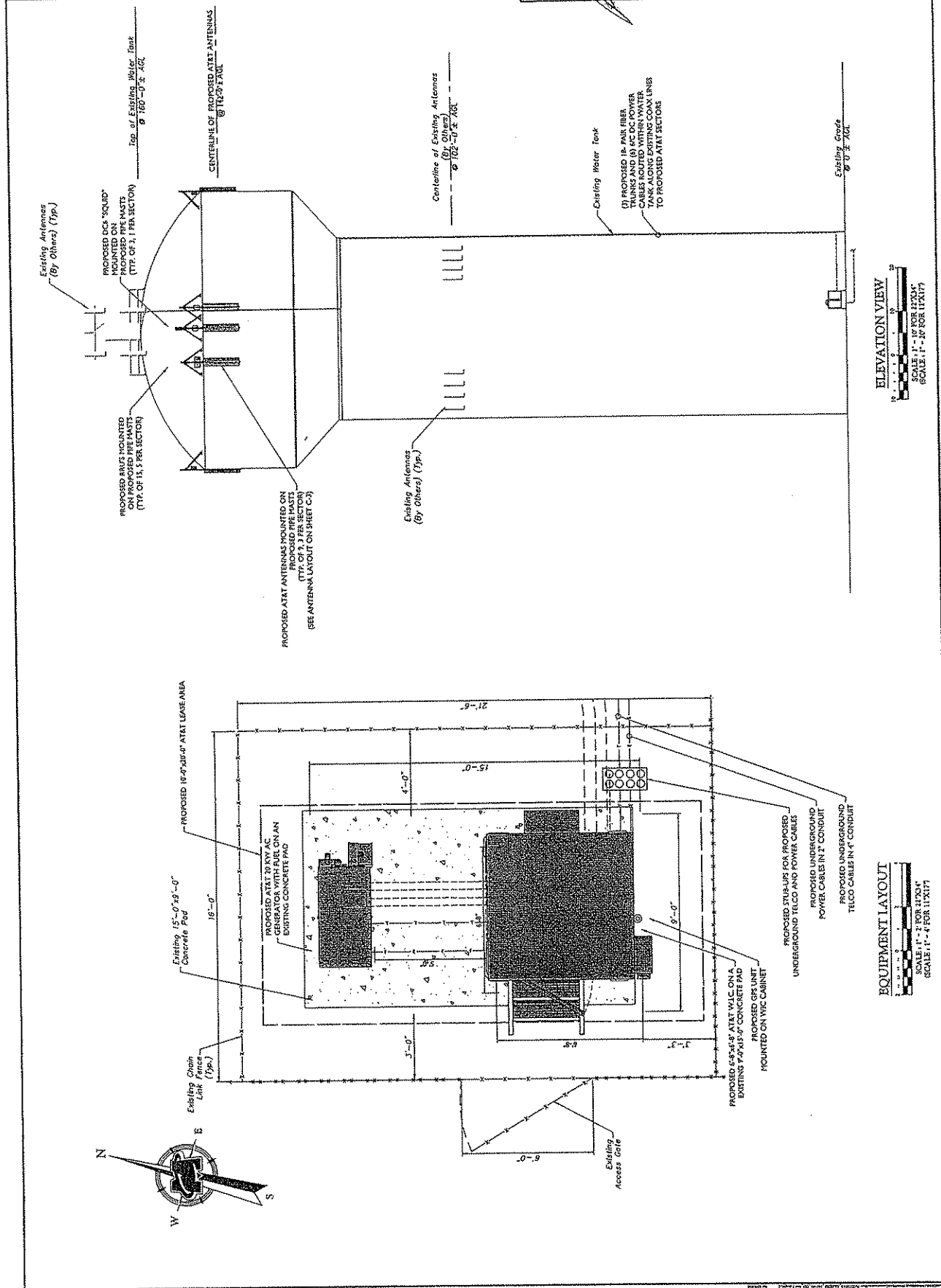
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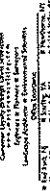
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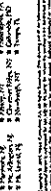
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REGISTERED PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
No. 00000000000000000000
Exp. 12/31/2018

NO.	DATE	DESCRIPTION	BY	CHK.
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PROFESSIONAL ENGINEER
STATE OF RHODE ISLAND
No. 00000000000000000000
Exp. 12/31/2018

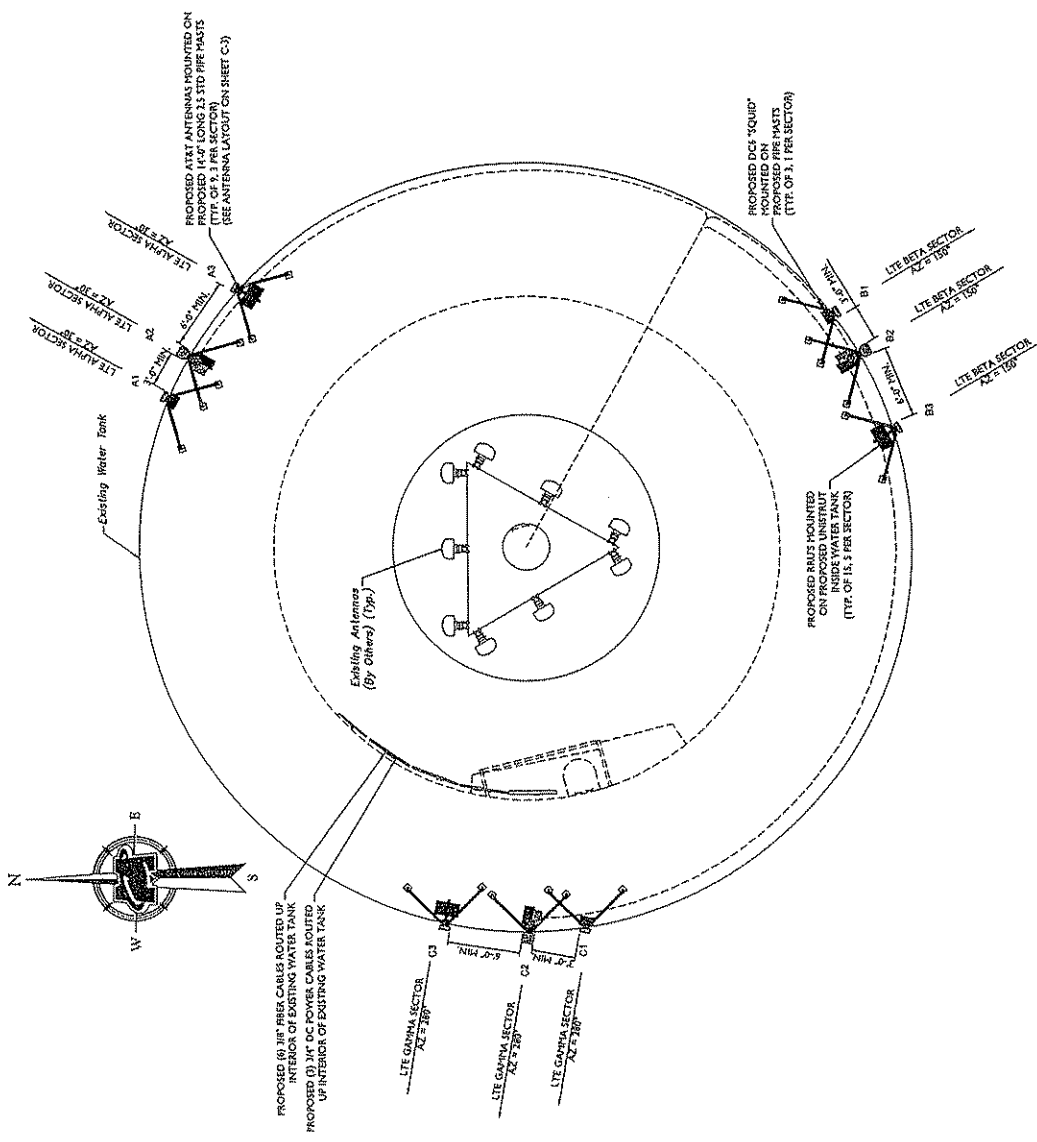
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STATE OF RHODE ISLAND
No. 00000000000000000000
Exp. 12/31/2018

NSB WOODS SOCKET -
526 RHODES AVENUE
PROVIDENCE, RI 02915
WOODS SOCKET, RI 02915
PROVIDENCE COUNTY



ANTENNA LAYOUT
C-3

NOTE:
THE HORIZONTAL CABLES AND TRAYS WHICH TRANVERSE THE CIRCUMFERENCE OF EXTERIOR OF THE PROPOSED ANTENNA MASTS SHALL BE MAINTAINED AT A MINIMUM CLEARANCE FROM PAINTERS RAIL AS NOT TO INTERFERE WITH USE OF PAINTERS RAIL AND APPARATUS USED ON THE PAINTERS RAIL.



PROPOSED ANTENNA LAYOUT
NOT TO SCALE

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 SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 WWW.MASER.COM

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 OR VISIT WWW.811RI.COM

PROFESSIONAL ENGINEER
 REGISTERED
 STATE OF RHODE ISLAND
 NO. 4433
 JAMES R. BROWN

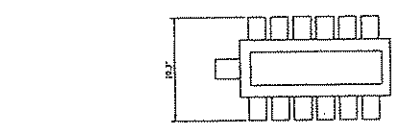
SITE NAME:
 NSB WOODSOCKET.
 RHODES AVE.
 FAX: 1/7/12/13
 SITE#: R023575
 528 RHODES AVENUE
 WOODSOCKET, RI 02893
 PROVIDENCE COUNTY

ANTENNA SCHEDULE
 C-4

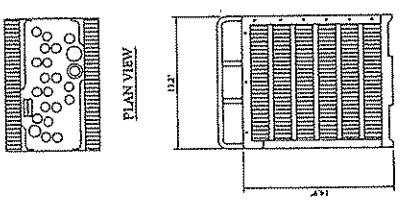
ANTENNA SCHEDULE

SECTOR	PROPOSED ANTENNA	TECHNOLOGY	ANTENNA STATUS	HEIGHT (ft)	WIDTH (ft)	DEPTH (ft)	WEIGHT (lbs)	ANTENNA AZIMUTH (DEG)	AVT. CL. ELEV. (ft)	REMOTE RADIO/TMA CONFIGURATION	TRANSMISSION CABLE			
											QUANTITY	LENGTH	TYPE	STATUS
Sector 1	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	30	142'	(1) RRUS-4478 B14	1/2	300'	FIBER/DC	PROPOSED
	CCI HPA6SR-BUBA	LTE	PROPOSED	96.00	11.70	7.60	57.30	30	142'	(1) RRUS-4415 B30 (1) RRUS-E2 (FUTURE)	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sector 2	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	30	142'	(1) RRUS-4449 B5B12 (1) RRUS 8843 B2B6A4	-	-	-	-
	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	150	142'	(1) RRUS-4478 B14	1/2	300'	FIBER/DC	PROPOSED
	CCI HPA6SR-BUBA	LTE	PROPOSED	96.00	11.70	7.60	57.30	150	142'	(1) RRUS-4415 B30 (1) RRUS-E2 (FUTURE)	-	-	-	-
Sector 3	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	150	142'	(1) RRUS-4449 B5B12 (1) RRUS 8843 B2B6A4	-	-	-	-
	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	280	142'	(1) RRUS-4478 B14	1/2	300'	FIBER/DC	PROPOSED
	CCI HPA6SR-BUBA	LTE	PROPOSED	96.00	11.70	7.60	57.30	280	142'	(1) RRUS-4415 B30 (1) RRUS-E2 (FUTURE)	-	-	-	-
Sector 4	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	280	142'	(1) RRUS-4449 B5B12 (1) RRUS 8843 B2B6A4	-	-	-	-
	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	280	142'	(1) RRUS-4478 B14	1/2	300'	FIBER/DC	PROPOSED
	CCI HPA6SR-BUBA	LTE	PROPOSED	96.00	11.70	7.60	57.30	280	142'	(1) RRUS-4415 B30 (1) RRUS-E2 (FUTURE)	-	-	-	-
CRS	KMYW EPBQ-554L8H8-L1	LTE	PROPOSED	96.00	21.00	6.30	95.40	280	142'	(1) RRUS-4449 B5B12 (1) RRUS 8843 B2B6A4	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	1	1/2' COAX	REMAIN	

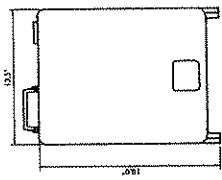
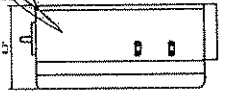
NOTES:
 1.
 2.



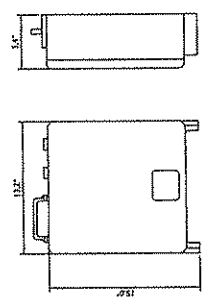
**ERICSSON DUAL BAND
 RRUS-8943 B2+B66A DETAIL**
 WEIGHT = 72 LB TWO HOUSING HARDWARE
 INCLUDING SUNSHIELD (RRH)
 WEIGHT: 251 LBS
 NOT TO SCALE



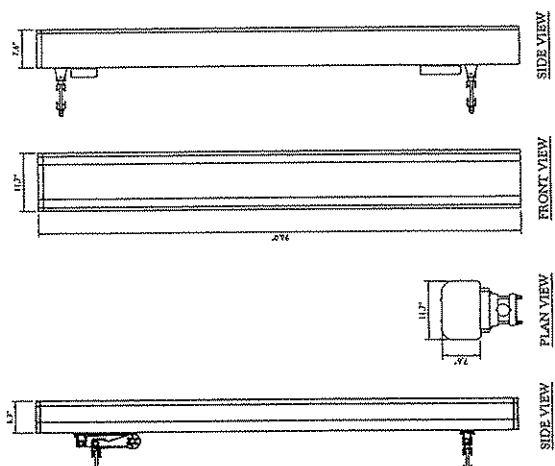
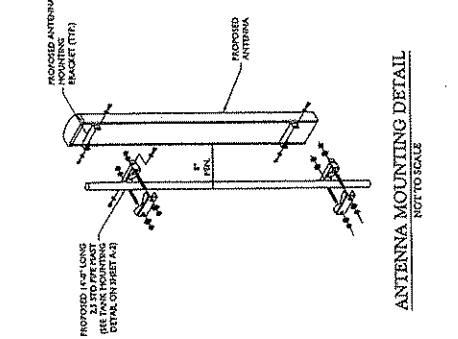
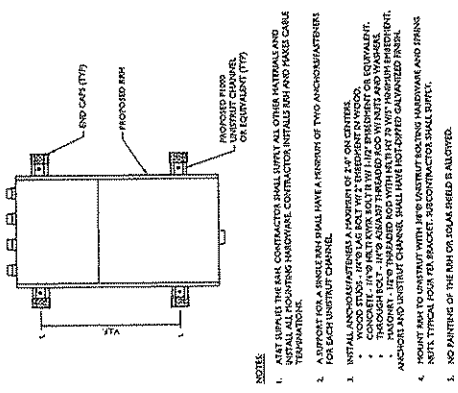
**ERICSSON DUAL BAND
 RRUS-4449 B5+B13 DETAIL**
 WEIGHT = 71 LB TWO HOUSING HARDWARE
 INCLUDING SUNSHIELD (RRH)
 WEIGHT: 234 LBS
 NOT TO SCALE



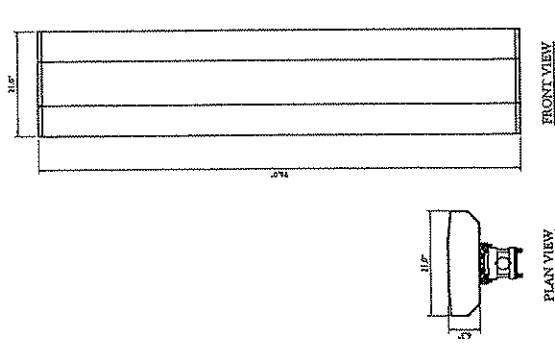
ERICSSON RRUS 4478 B5
 WEIGHT INCLUDES SUNSHIELD = 59.9 LBS
 NOT TO SCALE



ERICSSON RRUS 4415 B25
 WEIGHT INCLUDES SUNSHIELD = 44 LBS
 NOT TO SCALE

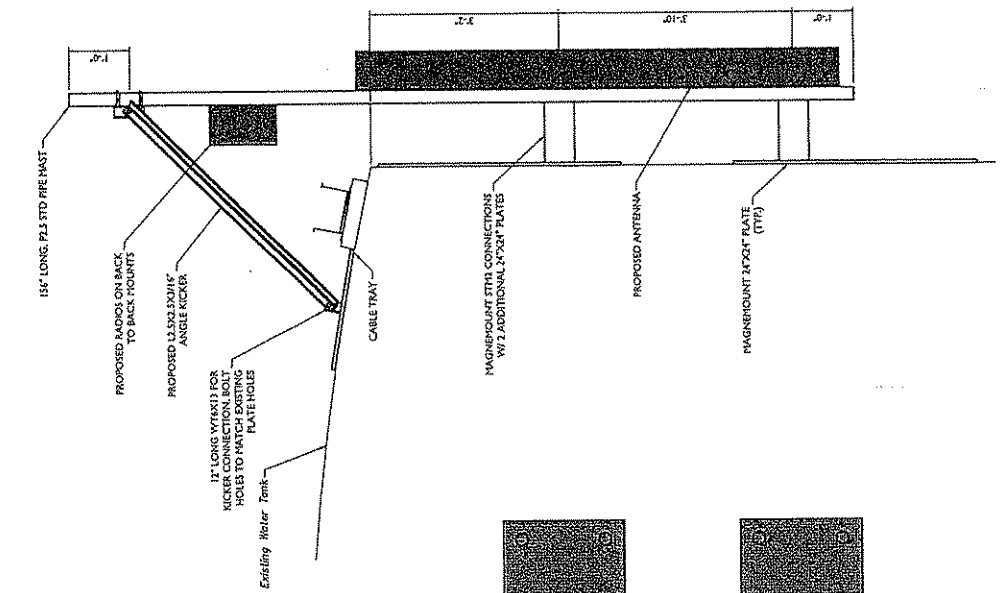


CCI HP655R-BUB8 ANTENNA
 WEIGHT WITHOUT MOUNTING BRACKET = 54 LBS
 WEIGHT WITH MOUNTING BRACKET = 66.1 LBS
 NOT TO SCALE



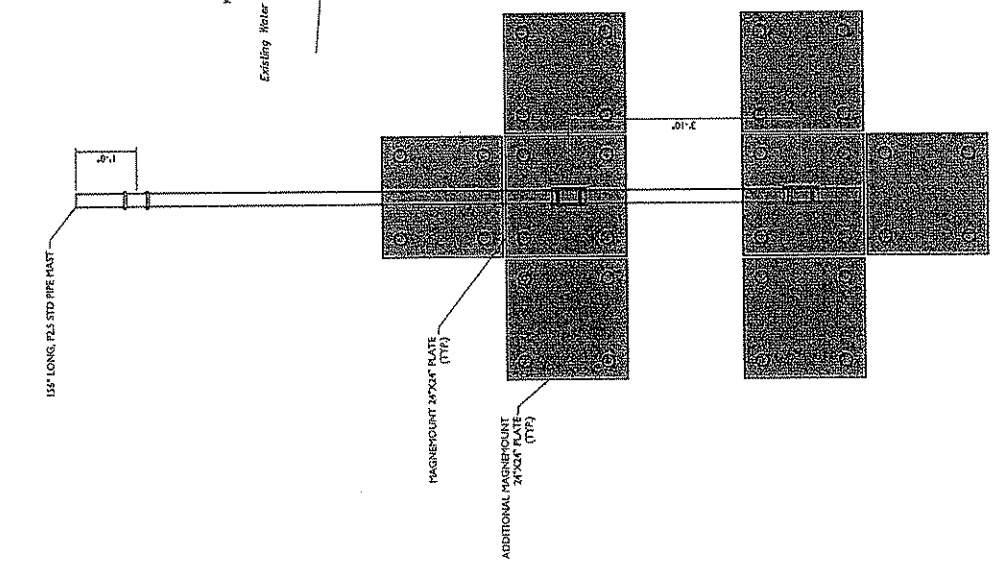
KMV EPB-65ALBBLZ
 WEIGHT WITHOUT MOUNTING BRACKET = 85 LBS
 WEIGHT WITH MOUNTING BRACKET = 95.4 LBS
 NOT TO SCALE

<p>MASER CALCULATED CONSTRUCTION</p> <p>1000 W. MAIN STREET, SUITE 100 PROVIDENCE, RI 02902 TEL: 401-845-1111 FAX: 401-845-1112</p>			<p>BU BUREAU OF UTILITIES PROVIDENCE, RI</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>QTY</th> <th>UNIT</th> <th>PRICE</th> <th>TOTAL</th> </tr> <tr> <td>1</td> <td>15' LONG, P.L.S. STD. PIPE MAST</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>12' LONG WYERLIS BOX KICKER TO MATCH EXISTING HOLES TO MATCH EXISTING PLATE HOLES</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>PROPOSED 12.5X2.5X1/4" ANGLE KICKER</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>MAGNEPOINT 27X24" PLATE (TYP)</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>ADDITIONAL MAGNEPOINT 27X24" PLATE (TYP)</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>PROPOSED ANTENNA</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>MAGNEPOINT 27X24" PLATE (TYP)</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>CONNECTION BETWEEN PLATES PER MOUNT SPEC</td> <td>1</td> <td>EA</td> <td></td> <td></td> </tr> </table>	NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	1	15' LONG, P.L.S. STD. PIPE MAST	1	EA			2	12' LONG WYERLIS BOX KICKER TO MATCH EXISTING HOLES TO MATCH EXISTING PLATE HOLES	1	EA			3	PROPOSED 12.5X2.5X1/4" ANGLE KICKER	1	EA			4	MAGNEPOINT 27X24" PLATE (TYP)	1	EA			5	ADDITIONAL MAGNEPOINT 27X24" PLATE (TYP)	1	EA			6	PROPOSED ANTENNA	1	EA			7	MAGNEPOINT 27X24" PLATE (TYP)	1	EA			8	CONNECTION BETWEEN PLATES PER MOUNT SPEC	1	EA			<p>NO. 1433</p> <p>REGISTERED</p> <p>PROVIDENCE, RI</p>	<p>SITE NAME: NSB WOONSOCKET RHODES AVE FA# 12712913 SITE# R123578 326 RHODES AVENUE WOONSOCKET, RI 02895 PROVIDENCE COUNTY</p>	<p>REGULATORY DEPARTMENT PLANNING & CONSTRUCTION 100 WEST MAIN STREET PROVIDENCE, RI 02902 TEL: 401-263-2000 FAX: 401-263-2001</p>	<p>CONSTRUCTION DETAILS</p>
NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL																																																									
1	15' LONG, P.L.S. STD. PIPE MAST	1	EA																																																											
2	12' LONG WYERLIS BOX KICKER TO MATCH EXISTING HOLES TO MATCH EXISTING PLATE HOLES	1	EA																																																											
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6	PROPOSED ANTENNA	1	EA																																																											
7	MAGNEPOINT 27X24" PLATE (TYP)	1	EA																																																											
8	CONNECTION BETWEEN PLATES PER MOUNT SPEC	1	EA																																																											



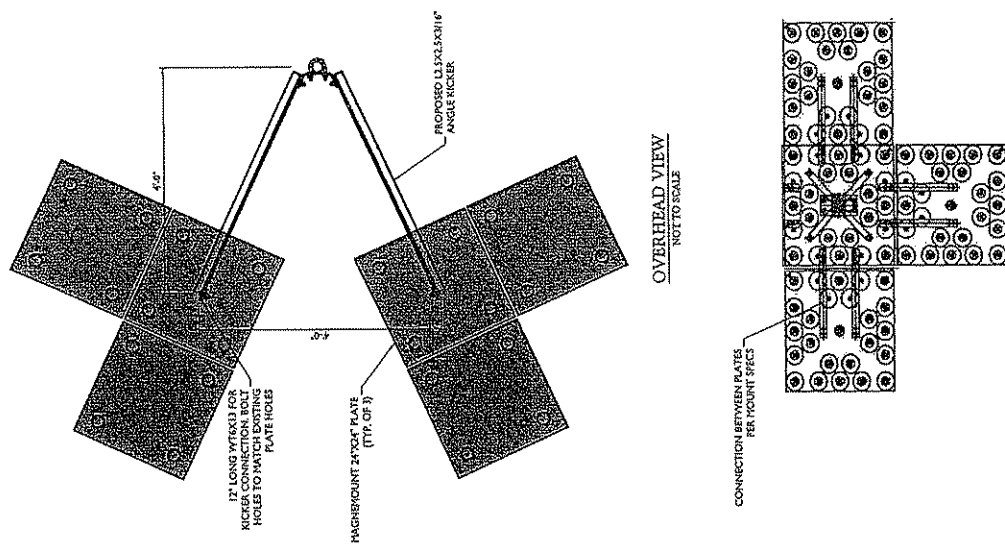
PROPOSED ANTENNA MOUNT
NOT TO SCALE

NOTE:
• PAINT FIRE KICKERS AND RF JUMPERS TO MATCH EXISTING



SIDE TANK ATTACHMENT
NOT TO SCALE

NOTE:
• PAINT MAGNEPOINTS AND STANDOFFS TO MATCH EXISTING TANK



OVERHEAD VIEW
NOT TO SCALE

MAGNEPOINT PLATE CONNECTIONS
NOT TO SCALE

CONNECTION BETWEEN PLATES PER MOUNT SPEC

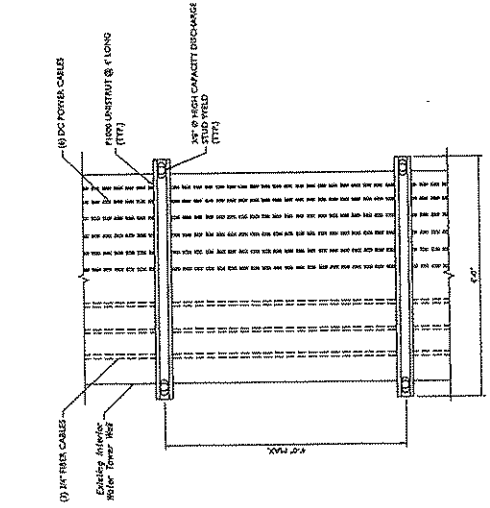
MASER TELECOMMUNICATIONS
 2500 WATER STREET
 PROVIDENCE, RI 02906
 TEL: 401-451-1133
 FAX: 401-451-1134
 WWW.MASER.COM

PROFESSIONAL ENGINEER
 STATE OF RHODE ISLAND
 401-451-1133

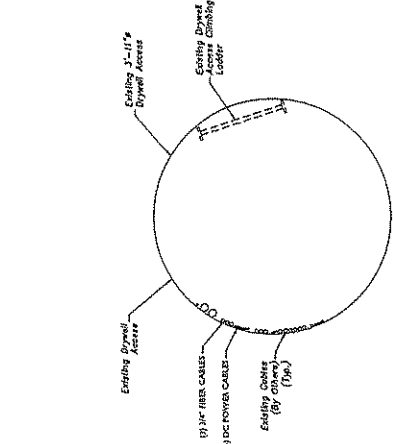
TEST RESULTS	
TEST NO.	TEST DATE
TEST TYPE	TEST RESULTS
TEST DATE	TEST RESULTS

PROFESSIONAL ENGINEER
 STATE OF RHODE ISLAND
 401-451-1133

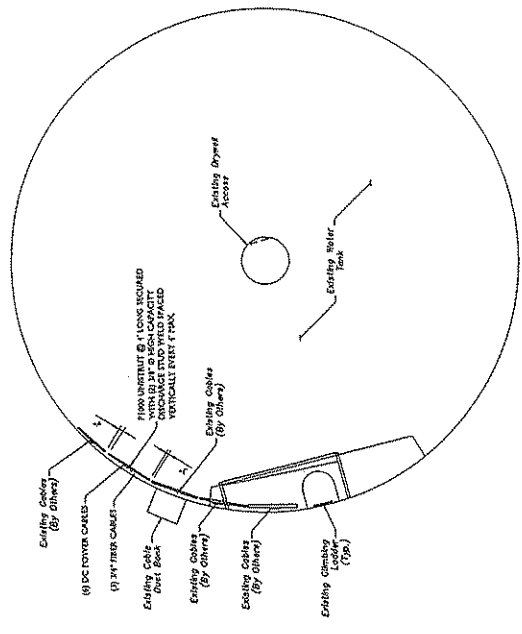
REGISTERED
PROFESSIONAL ENGINEER
 STATE OF RHODE ISLAND
 401-451-1133



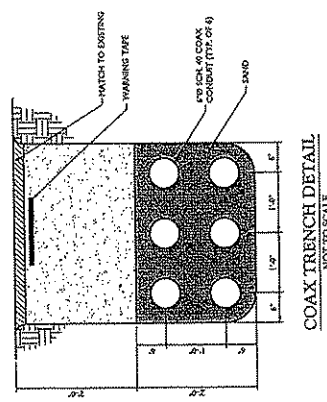
COAX CABLE ELEVATION VIEW
 NOT TO SCALE



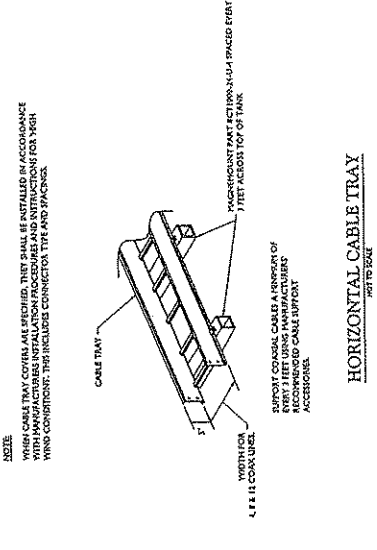
DRYWELL ACCESS COAX CABLE DETAIL
 NOT TO SCALE



COAX CABLE DETAIL
 NOT TO SCALE



COAX TRENCH DETAIL
 NOT TO SCALE



HORIZONTAL CABLE TRAY
 NOT TO SCALE

NOTE: WHEN CABLE TRAY COVERS ARE SPECIFIED, THEY SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION PROCEDURES AND INSTRUCTIONS FOR USE. BE SURE TO INCLUDE CONNECTIONS FOR TIE AND SPACING.

4 x 8 ft COAX TRENCH
 SUPPORT COAXIAL CABLES AT SPACING OF 30 INCHES
 USING BRACKET SUPPORT ACCESSORIES.

MASER CONSULTANTS
 2001 WOODS AVENUE
 WOODSOCKET, RI 02895
 TEL: 401-863-1111
 FAX: 401-863-1112
 WWW.MASERCONSULTANTS.COM

PROPOSED HARDWARE
 MANUFACTURED BY
 HARDWARE MANUFACTURER
 (TYP. OF 4)

NO.	DATE	DESCRIPTION	BY	CHK.
1	01/11/11	ISSUED FOR PERMIT	JK	AK
2	01/11/11	ISSUED FOR PERMIT	JK	AK
3	01/11/11	ISSUED FOR PERMIT	JK	AK
4	01/11/11	ISSUED FOR PERMIT	JK	AK
5	01/11/11	ISSUED FOR PERMIT	JK	AK

NO. 4133

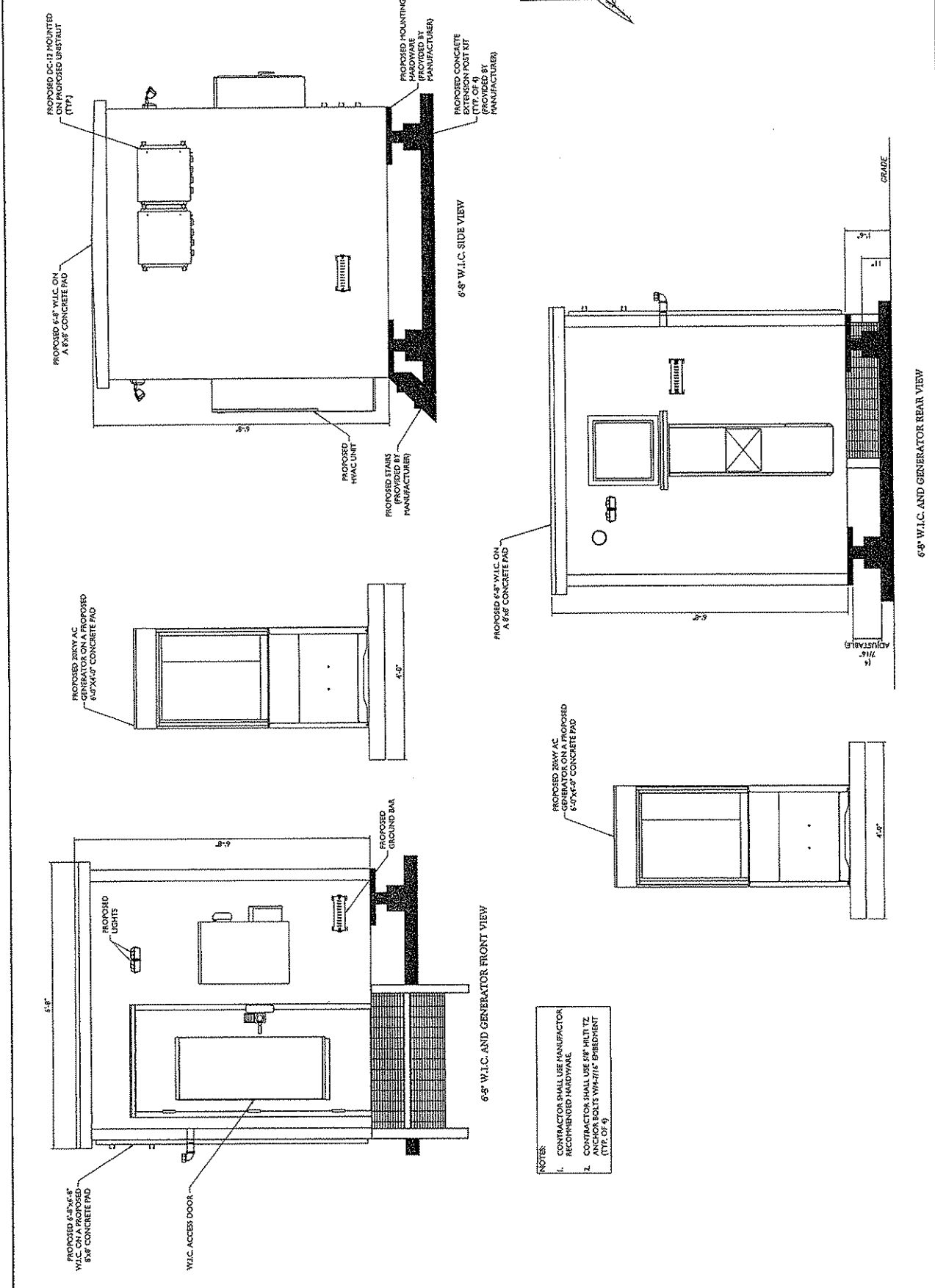
PETER S. SPOONER
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 4133
 STATE OF RHODE ISLAND

PROFESSIONAL ENGINEER
 LICENSE NO. 4133
 STATE OF RHODE ISLAND

SITE NAME:
 NSB WOODSOCKET -
 RHODES AVE.
 FA# 12712913
 SITE# RH023575
 526 RHODES AVENUE
 WOODSOCKET, RI 02895
 PROVIDENCE COUNTY

MILWAUKEE
 1200 W. WISCONSIN AVENUE
 MILWAUKEE, WI 53212
 TEL: 414-224-2000
 FAX: 414-224-2001

CONSTRUCTION DETAILS



6'-5" W.I.C. AND GENERATOR FRONT VIEW

6'-5" W.I.C. SIDE VIEW

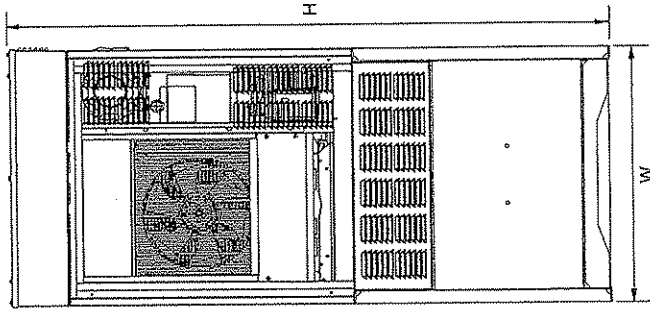
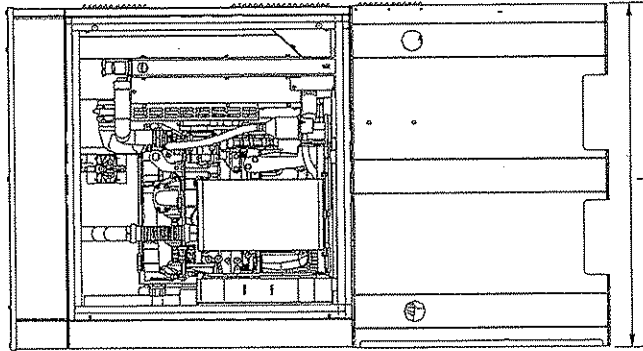
6'-5" W.I.C. AND GENERATOR REAR VIEW

6'-5" W.I.C. AND GENERATOR FRONT VIEW

NOTES:
 1. CONTRACTOR SHALL USE MANUFACTURER RECOMMENDED HARDWARE.
 2. CONTRACTOR SHALL USE 5/8" PHX ITZ 60000 PSI WHITE EPDM GASKET (TYP. OF 4)

SDC20 | 2.5L | 20 KW - AC
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency
DIMENSIONS AND WEIGHTS*

GENERAC® | INDUSTRIAL POWER
 Model G007098-0 (Steel)



Level 2 Sound Attenuation Enclosure

Run Time Hours	48
Usable Capacity Gal. (L)	92 (348.2)
L x W x H in (mm)	48 x 36 x 90 (1219.2 x 914.4 x 2286)
Weight lbs. (kg)	2400 (1089)
Sound Level	71 dBA

MASER
 INDUSTRIAL POWER
 10000 WOODBRIDGE DRIVE
 WOODBRIDGE, VA 22192
 TEL: 703.444.1000
 FAX: 703.444.1001
 WWW.MASER.COM

USE OF THIS PRODUCT IS LIMITED TO THE TERRITORIES AND COUNTRIES WHERE THE EPA APPROVED MODEL IS LISTED.

AS SHOWN	DESCRIPTION	UNIT	QUANTITY
1	GENERATOR SET	GEN	1
1	CONTROL PANEL	CP	1
1	EXHAUST SYSTEM	ES	1
1	STARTER MOTOR	SM	1
1	BATTERY	B	1

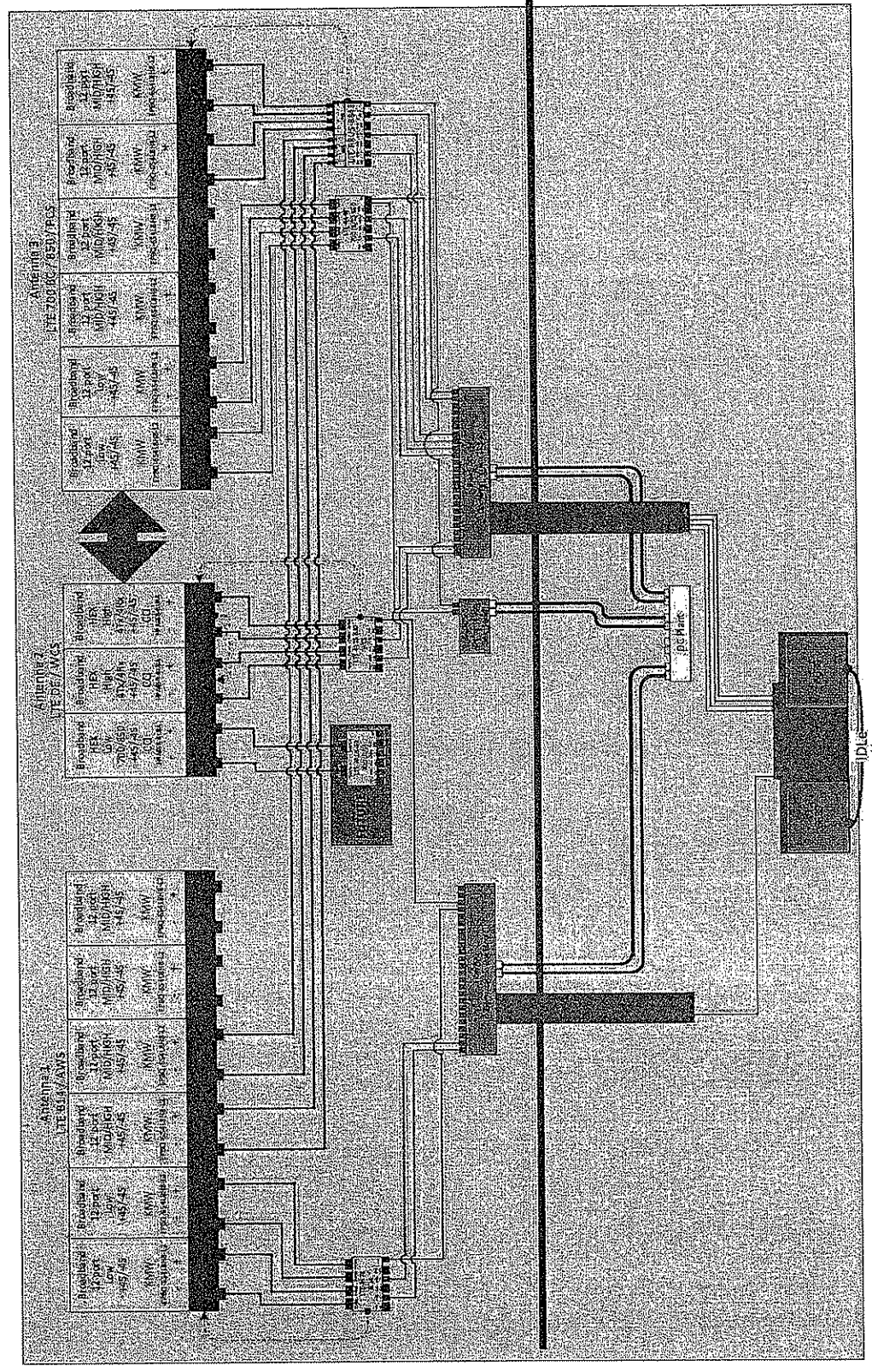
PROFESSIONAL ENGINEER
 STATE OF RHODE ISLAND
 LICENSE NO. 4133
 PETER S. GREGORY
 REGISTERED

SITE NAME:
 NSB WOONSOCKET
 RHODES AVE.
 FAX: 12712913
 SITE#: R23575
 526 RHODES AVENUE
 WOONSOCKET, RI 02895
 PROVIDENCE COUNTY

CONSTRUCTION DETAILS

<p>MASER CORPORATION 1000 WEST 10TH AVENUE DENVER, CO 80202 TEL: 303.733.1000 WWW.MASER.COM</p>			<p>RF ENGINEERING 1000 WEST 10TH AVENUE DENVER, CO 80202 TEL: 303.733.1000 WWW.MASER.COM</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK.</th> </tr> <tr> <td>1</td> <td>08/20/13</td> <td>ISSUED FOR CONSTRUCTION</td> <td>RF</td> <td>RF</td> </tr> <tr> <td>2</td> <td>09/10/13</td> <td>ISSUED FOR CONSTRUCTION</td> <td>RF</td> <td>RF</td> </tr> <tr> <td>3</td> <td>09/10/13</td> <td>ISSUED FOR CONSTRUCTION</td> <td>RF</td> <td>RF</td> </tr> <tr> <td>4</td> <td>09/10/13</td> <td>ISSUED FOR CONSTRUCTION</td> <td>RF</td> <td>RF</td> </tr> <tr> <td>5</td> <td>09/10/13</td> <td>ISSUED FOR CONSTRUCTION</td> <td>RF</td> <td>RF</td> </tr> </table>	NO.	DATE	DESCRIPTION	BY	CHK.	1	08/20/13	ISSUED FOR CONSTRUCTION	RF	RF	2	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF	3	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF	4	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF	5	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF	<p>NO. 11333 </p> <p>REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 11333 STATE OF RHODE ISLAND SPECIALTY: ELECTRICAL</p>	<p>SITE NAME: NSB WOODSOCKET - RHODES AVE. PAB. 1271291J SITEN. R12357S 316 RHODES AVENUE WOODSOCKET, RI 02895 PROVIDENCE COUNTY</p>	<p>DELMAS SIBEL 200 WEST 10TH AVENUE DENVER, CO 80202 TEL: 303.733.1000 WWW.DELMAS-SIBEL.COM</p>	<p>RF PLUMBING DIAGRAMS A-7</p>
NO.	DATE	DESCRIPTION	BY	CHK.																																		
1	08/20/13	ISSUED FOR CONSTRUCTION	RF	RF																																		
2	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF																																		
3	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF																																		
4	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF																																		
5	09/10/13	ISSUED FOR CONSTRUCTION	RF	RF																																		

Diagram Title: RF PLUMBING DIAGRAMS
 Location: NSB WOODSOCKET, RHODES AVE, WOODSOCKET, RHODES AVE, WOODSOCKET, RHODES AVE
 Project: NEW ENGLAND
 Revision: 11333



ALL SECTORS
 BASED ON: RF ENGINEERING DESIGN ENTITLED "NEW ENGLAND, BOSTON, FR352_2020-New_Site_Net_169181_2075404HW_1271291J_07-20-13_Final-Approved_v6.00"
 RF PLUMBING DIAGRAMS

MASER
COMMUNICATIONS

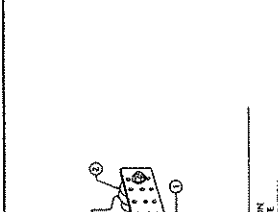
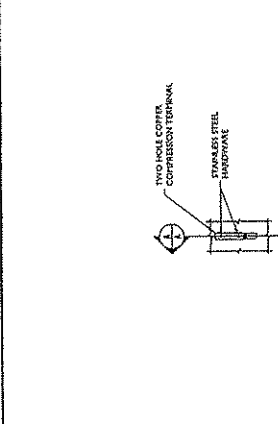
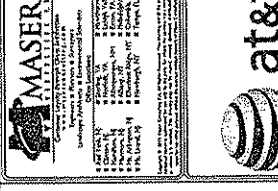
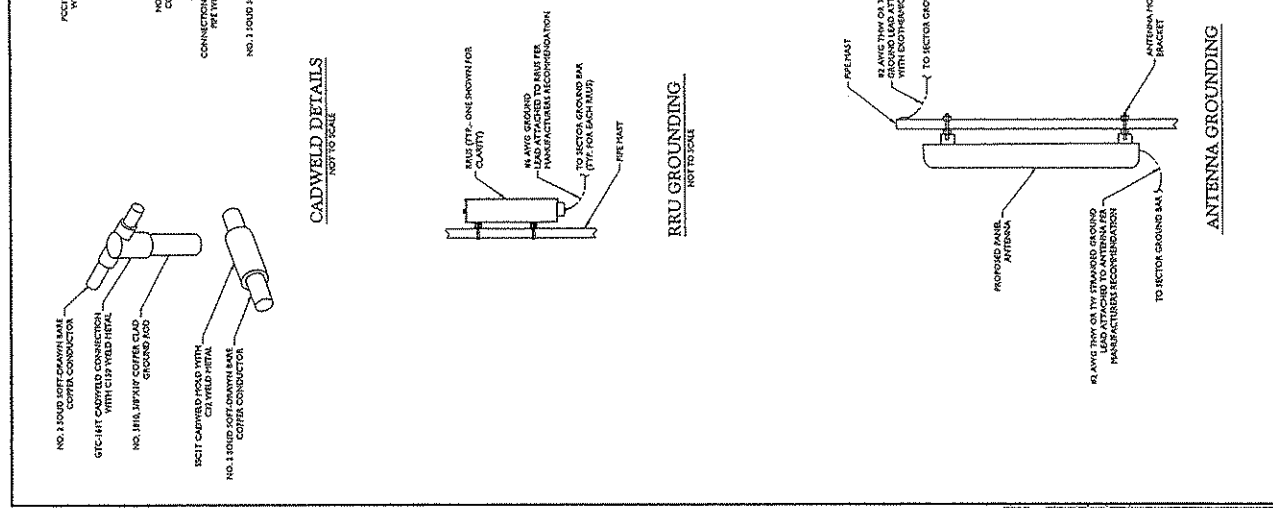
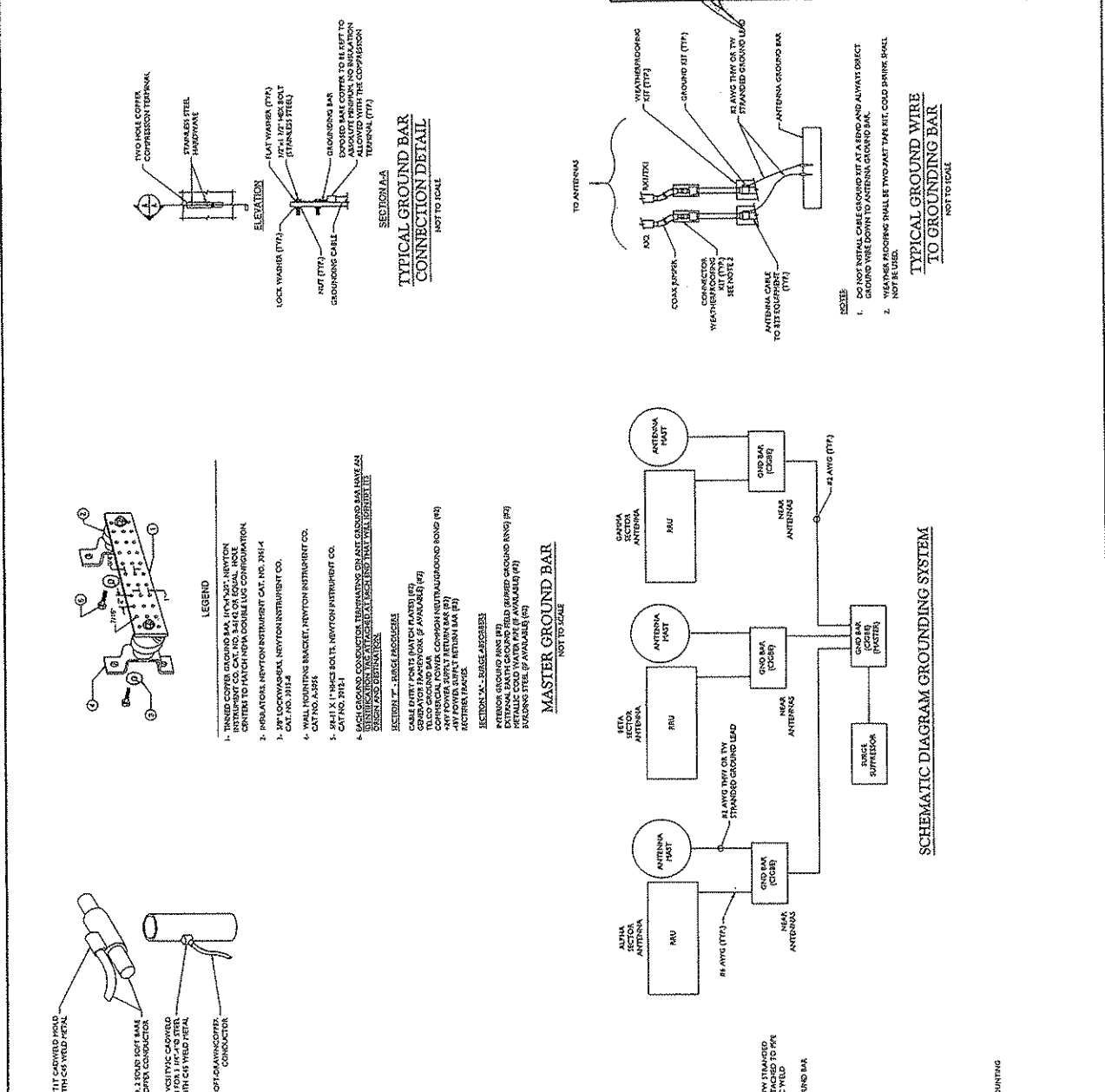
2500 ROUTE 100, SUITE 100
PROVIDENCE, RI 02908
TEL: 401-885-1100
FAX: 401-885-1101
WWW.MASER.COM

PROFESSIONAL ENGINEER
REGISTERED
NO. 4433

PETER S. COOPER
LICENSED PROFESSIONAL ENGINEER
PROVIDENCE, RI

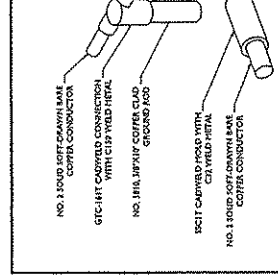
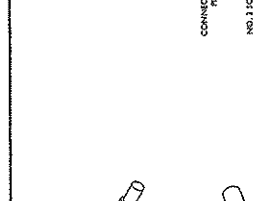
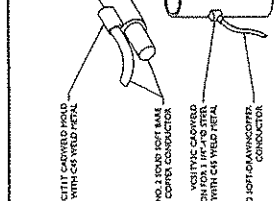
SITE NAME
NSB WOONSOCKET
RHODES AVE.
FAR: 12712313
SITE#: R123375
526 RHODES AVENUE
WOONSOCKET, RI 02895
PROVIDENCE COUNTY

PROFESSIONAL ENGINEER
REGISTERED
NO. 4433

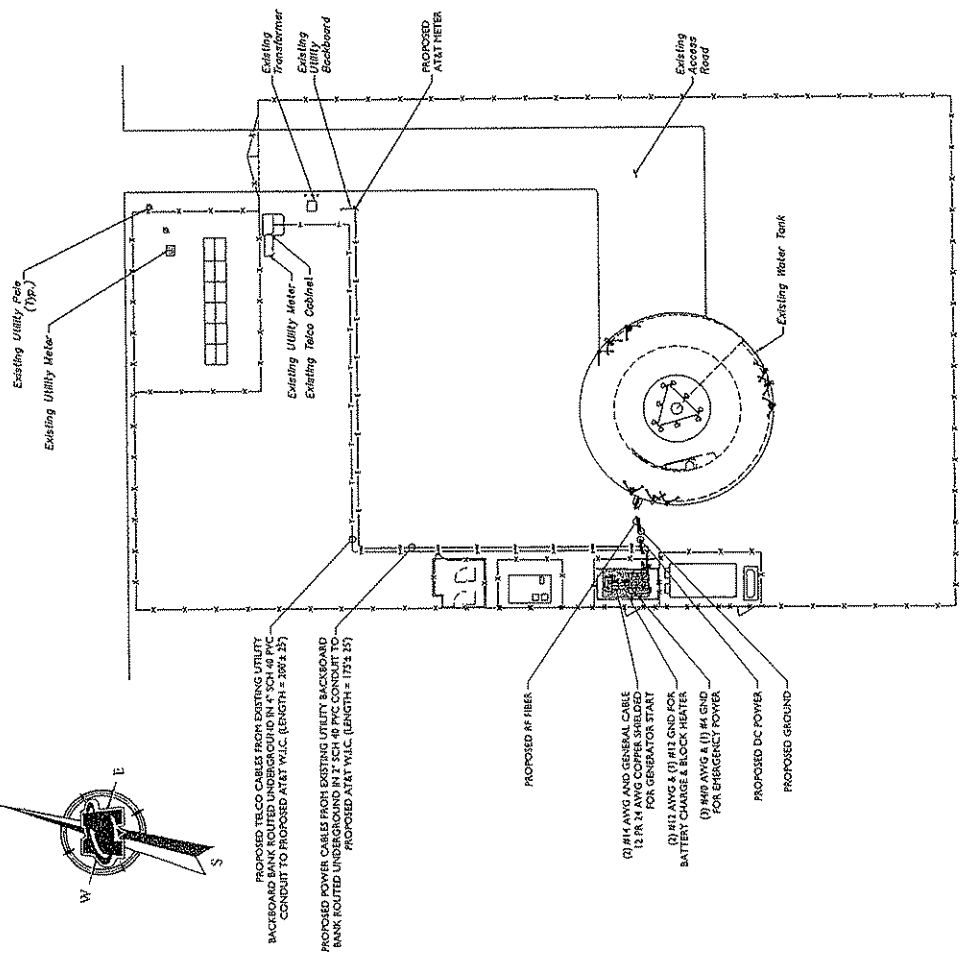
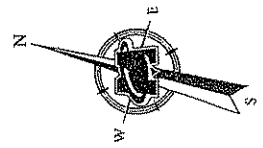


- LEGEND
1. TWO HOLE COPPER COMPRESSION TERMINAL, NEWTON INSTRUMENT CO. CAT. NO. 3814-4 ON EQUAL HOLE CENTERS TO MATCH NEW DOUBLE LUG CONFIGURATION.
 2. ROBLATOR, NEWTON INSTRUMENT CO. CAT. NO. 3814-4.
 3. WTS LOCKWASHER, NEWTON INSTRUMENT CO. CAT. NO. 3813-4.
 4. WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. A-3856.
 5. 3/4" X 1" HRSR ROD, NEWTON INSTRUMENT CO. CAT. NO. 3812-1.
 6. EACH GROUNDING CONDUCTOR TERMINATING ON ANTENNA GROUND BAR MUST BE SUBSTITUTED WITH AN EQUAL OR BETTER CONDUCTOR THAT WILL HOLD THE WELD.

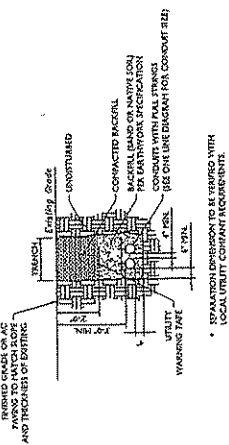
- SECTION 2 - BUSES AND GREENS
- CABLE ENTRY POINTS (MATCH PLATES) (EP)
 - GROUNDING RODS (GROUNDBARS) (GR)
 - COMMERCIAL POWER COMPANETRY GROUNDING BOND (CB)
 - GROUNDING CABLE (GC)
 - ANTENNA POINT (AP)
 - ANTENNA (A)
 - ANTENNA MAST (AM)
 - RETICULAR BRACKET
- SECTION 3 - BUSES AND GREENS
- EXTENSION GROUNDING BARS (EG)
 - EXTERNAL EARTH GROUNDING FIELD (EFG)
 - BONDING STEEL (BS) (AVAILABLE) (BS)
 - BONDING STEEL (BS) (AVAILABLE) (BS)



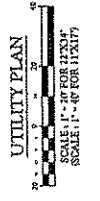
<p>MASER CONSTRUCTION SERVICES 1000 W. 10th Street, Suite 100 Providence, RI 02909 Tel: 401-846-1111 Fax: 401-846-1112 www.maser.com</p>			<p>PROFESSIONAL ENGINEER No. 14933 REGISTERED STATE OF RHODE ISLAND PROVIDENCE, RHODE ISLAND</p>	<p>SITE NAME NBB WOODSOCKET- RHODES AVE. TAB: 12/12/13 SITE# N123573 328 RHODES AVENUE WOODSOCKET, RI 02895 PROVIDENCE COUNTY</p>	<p>PROFESSIONAL ENGINEER No. 14933 REGISTERED STATE OF RHODE ISLAND PROVIDENCE, RHODE ISLAND</p>	<p>UTILITY PLAN</p>	<p>E-1</p>
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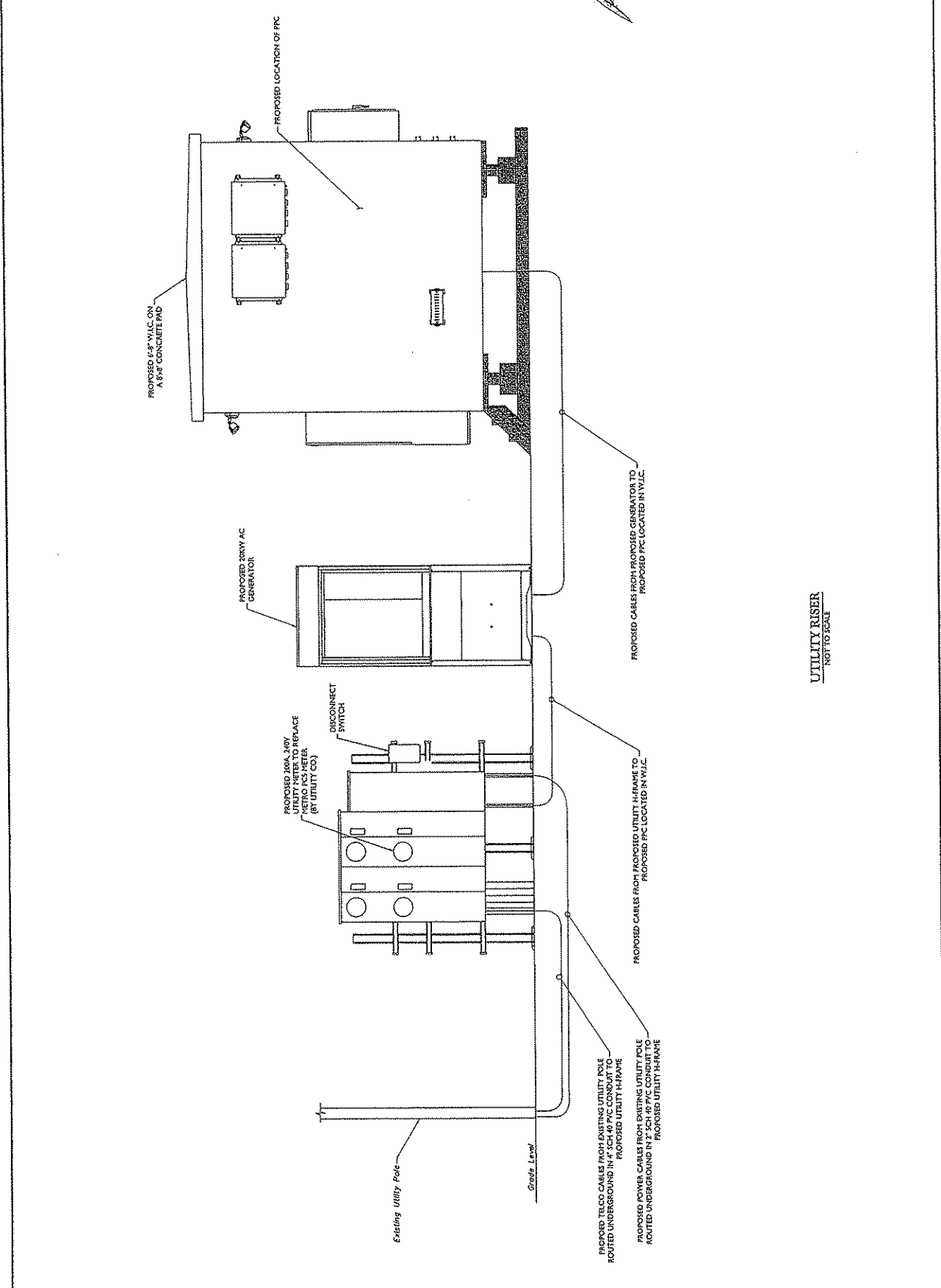
PROPOSED #14 AWG AND #12 AWG COAXIAL CABLE 12 FT X 1/2 IN W/NG COBLES SHELDED FOR GENERATOR START
 (1) #12 AWG & (1) #12 GND FOR BATTERY CHARGE & BLOCK HEATER
 (1) #10 AWG & (1) #4 GND FOR EMERGENCY POWER
 PROPOSED DC POWER
 PROPOSED GROUND



UTILITY CONDUIT RUN
NOT TO SCALE



<p>MASER ELECTRICAL CORPORATION 1000 W. MAIN ST. SUITE 100 PROVIDENCE, RI 02901 TEL: 401-845-1100 FAX: 401-845-1101 WWW.MASER-ELECTRICAL.COM</p>			<p>BU BUSINESS UNDERWRITERS INSURANCE COMPANY OF AMERICA 200 STATE ST. SUITE 1000 PROVIDENCE, RI 02902 TEL: 401-845-1100 FAX: 401-845-1101</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td>1</td> <td>ISSUED FOR CONSTRUCTION</td> <td>08/14/13</td> <td>MM</td> </tr> <tr> <td>2</td> <td>REVISED FOR COMMENTS</td> <td>08/21/13</td> <td>MM</td> </tr> <tr> <td>3</td> <td>ISSUED FOR CONSTRUCTION</td> <td>08/21/13</td> <td>MM</td> </tr> <tr> <td>4</td> <td>REVISED FOR COMMENTS</td> <td>08/21/13</td> <td>MM</td> </tr> <tr> <td>5</td> <td>ISSUED FOR CONSTRUCTION</td> <td>08/21/13</td> <td>MM</td> </tr> <tr> <td>6</td> <td>REVISED FOR COMMENTS</td> <td>08/21/13</td> <td>MM</td> </tr> <tr> <td>7</td> <td>ISSUED FOR CONSTRUCTION</td> <td>08/21/13</td> <td>MM</td> </tr> </table>	NO.	DESCRIPTION	DATE	BY	1	ISSUED FOR CONSTRUCTION	08/14/13	MM	2	REVISED FOR COMMENTS	08/21/13	MM	3	ISSUED FOR CONSTRUCTION	08/21/13	MM	4	REVISED FOR COMMENTS	08/21/13	MM	5	ISSUED FOR CONSTRUCTION	08/21/13	MM	6	REVISED FOR COMMENTS	08/21/13	MM	7	ISSUED FOR CONSTRUCTION	08/21/13	MM	<p>PETRO-SOURCE 11338 REGISTERED PROFESSIONAL ENGINEER ELECTRICAL ENGINEERING STATE OF RHODE ISLAND LICENSE NO. 11338</p>	<p>SITE NAME: WOODSOCKET RHODES AVE. R40 12712915 SITEN R123578 328 RHODES AVENUE WOODSOCKET, RI 02895 PROVIDENCE COUNTY</p>	<p>PROFESSIONAL ENGINEER STATE OF RHODE ISLAND LICENSE NO. 11338</p>	<p>UTILITY PLAN</p>	<p>E-2</p>
NO.	DESCRIPTION	DATE	BY																																						
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2	REVISED FOR COMMENTS	08/21/13	MM																																						
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6	REVISED FOR COMMENTS	08/21/13	MM																																						
7	ISSUED FOR CONSTRUCTION	08/21/13	MM																																						



UTILITY RISER
NOT TO SCALE

MASER
CORPORATION
100 SOUTH MAIN STREET
PROVIDENCE, RI 02899
TEL: (401) 851-1100
FAX: (401) 851-1101
WWW.MASER-CORP.COM

at&t

smartlink

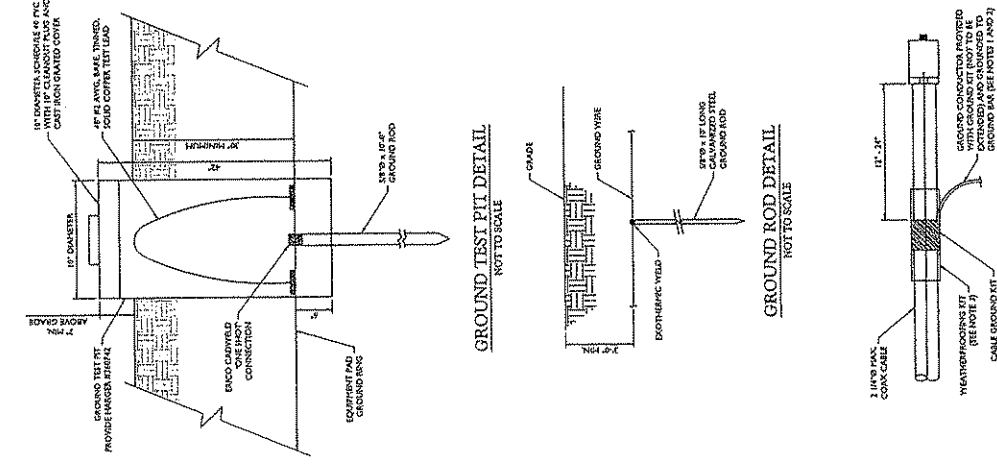
PROVIDENCE ENGINEERS
REGISTERED ENGINEER
PROVIDENCE, RHODES AVENUE
PHONE: (401) 851-1100
FAX: (401) 851-1101
WWW.PROVIDENCE-ENGINEERS.COM

PEPROBLES-TOULKAS
REGISTERED PROFESSIONAL ENGINEER
NO. 1133
PROVIDENCE, RHODES AVENUE
PHONE: (401) 851-1100
FAX: (401) 851-1101
WWW.PEPROBLES-TOULKAS.COM

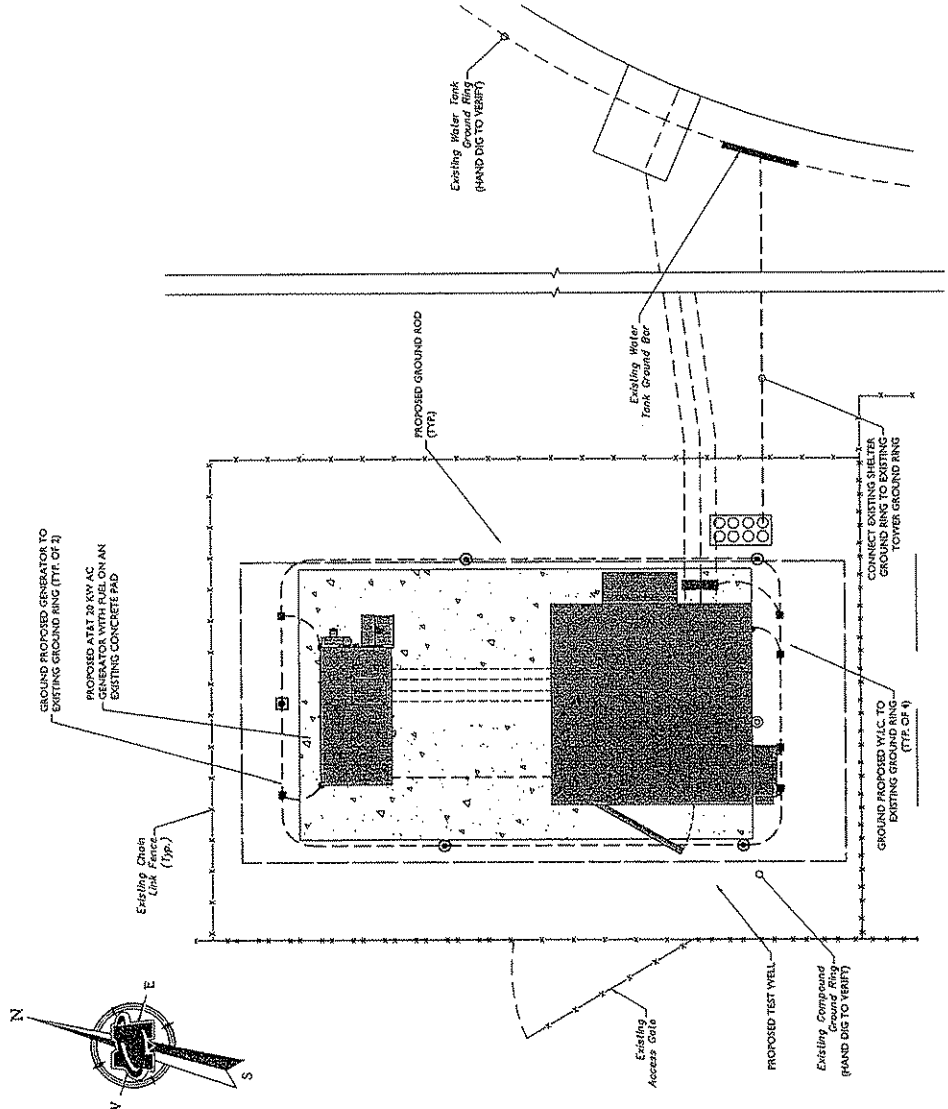
SITE NAME:
NSB WOONSOCKET-
RHODES AVE.
PAR. 17712913
SITE# RI 023375
326 RHODES AVENUE
WOONSOCKET, RI 02895
PROVIDENCE COUNTY

GROUNDING PLAN
DATE: 05/12/11

E-3

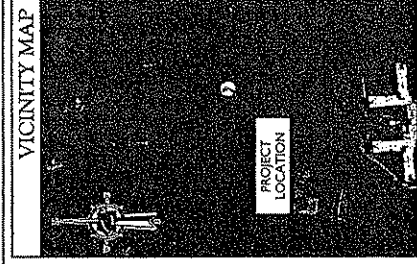


CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE
NOT TO SCALE



GROUNDING PLAN
SCALE: 1" = 12' FOR 47' X 60' SCALE: 1" = 4' FOR 11' X 17'

- PROPOSED GROUNDING
- Existing Ground Ring
- PROPOSED TEST WELL
- PROPOSED GROUND ROD
- PROPOSED CAD YIELD



PROJECT NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
 - A. PA. ON 10/20/2014.
2. EXHIBIT 'A' AS SUBMITTED IS A CONCEPTUAL CONSTRUCTION DRAWING. ONLY FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WELL SUPPLEMENT EXHIBIT 'A'.
3. THE LOCATION OF LESSEES PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION
 ADDRESS: 515 W. 113TH ST W
 JURISDICTION: PROVIDENCE COUNTY

APPLICANT/LESSEE
 COMPANY: NEW ENGLAND WIRELESS PCS, LLC
 ADDRESS: 550 COCHRANE ROAD
 CITY, STATE, ZIP: FRANKLIN, MA 01701

STRUCTURE OWNER
 COMPANY: DEPARTMENT OF PUBLIC WORKS
 ADDRESS: WATER DIVISION, NO. 20, BOX 9
 CITY, STATE, ZIP: WOONSOCKET, RI 02893

SITE ACQUISITION
 COMPANY: SMARTLINK, LLC
 ADDRESS: 85 BANGSWAY ROAD, BUILDING 3, STE. 102
 CITY, STATE, ZIP: NORTH BELLEROSA, MA 01862
 CONTACT: MICHAEL PATTON
 E-MAIL: MICHAEL.PATTON@SMARTLINK.LLC.COM

CONSTRUCTION MANAGER
 COMPANY: SMARTLINK, LLC
 ADDRESS: 85 BANGSWAY ROAD, BUILDING 3, STE. 102
 CITY, STATE, ZIP: NORTH BELLEROSA, MA 01862
 CONTACT: ROBERT RICARD
 E-MAIL: ROBERT.RICARD@SMARTLINK.LLC.COM

ENGINEER
 COMPANY: MASER CONSULTING P.A.
 ADDRESS: 2000 ATLANTIC DRIVE, SUITE 109
 CITY, STATE, ZIP: PROVIDENCE, RI 02904
 CONTACT: ROBERT ANDREWS
 PHONE: (401) 737-4112

WOONSOCKET RHODES AVENUE/RH1515
 N.E.R. @ NORTH SMITHFIELD MA - 5037

REV. (S. 151143)
 REV. VERSION 1.00
 INFO: LAST UPDATE 04/02/15

MASER CONSULTING P.A.
 2000 ATLANTIC DRIVE, SUITE 109
 PROVIDENCE, RI 02904
 (401) 737-4112
 FAX: (401) 737-4113
 WWW.MASERCONSULTING.COM

at&t

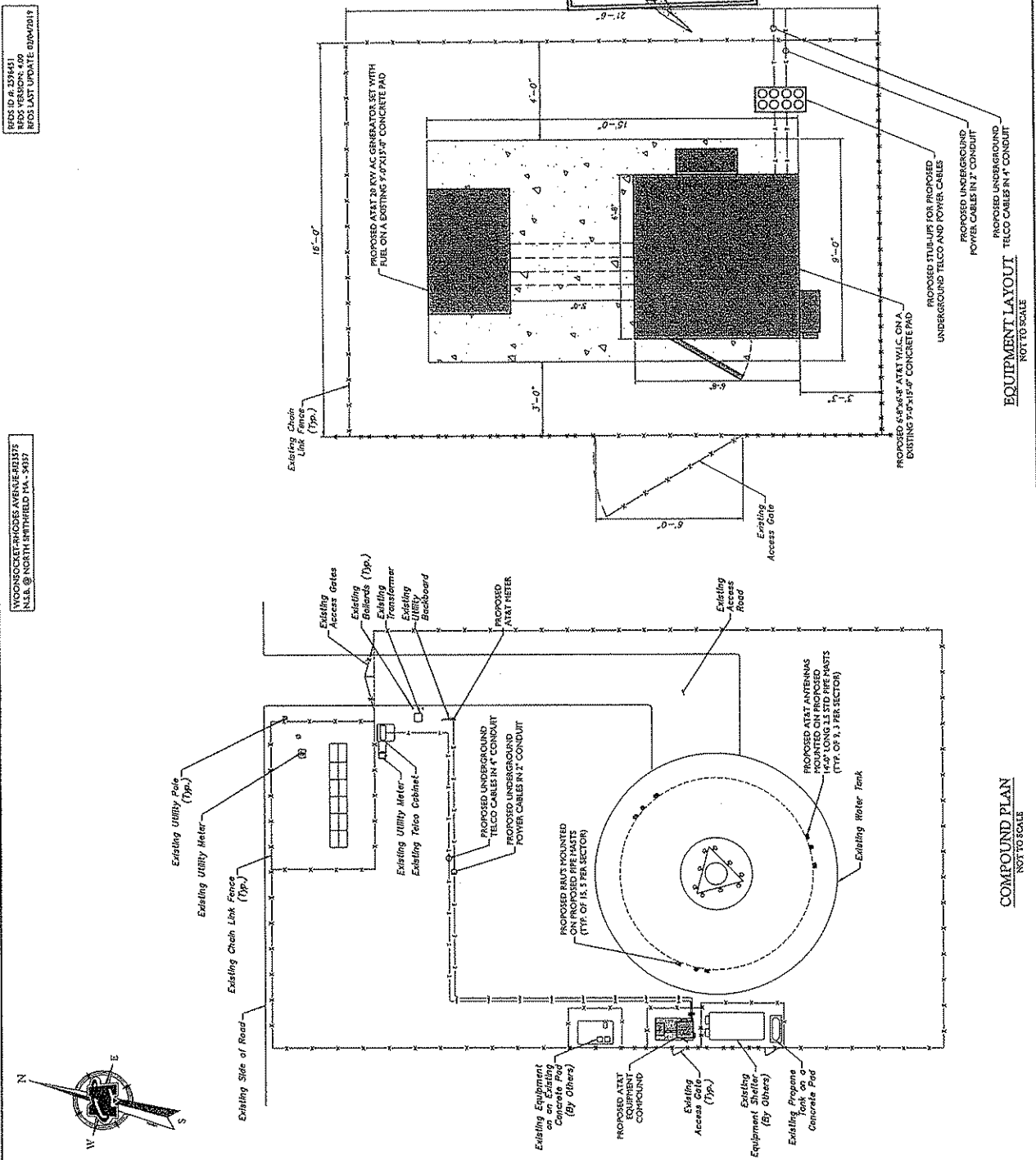
smartlink

PROVIDENCE COUNTY
 DEPARTMENT OF PUBLIC WORKS
 WATER DIVISION
 2000 ATLANTIC DRIVE, SUITE 109
 PROVIDENCE, RI 02904
 (401) 737-4112

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PROVIDENCE COUNTY
 DEPARTMENT OF PUBLIC WORKS
 WATER DIVISION
 2000 ATLANTIC DRIVE, SUITE 109
 PROVIDENCE, RI 02904
 (401) 737-4112



EQUIPMENT LAYOUT
 NOT TO SCALE

COMPOUND PLAN
 NOT TO SCALE

COMPOUND PLAN AND EQUIPMENT LAYOUT
 LE-1

MASER
COMMUNICATIONS CORPORATION
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1100
WWW.MASER.COM

BELL
COMMUNICATIONS CORPORATION
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1100
WWW.BELL.COM

REV	DATE	DESCRIPTION
1	08/12/11	ISSUE FOR PERMIT
2	08/12/11	ISSUE FOR PERMIT
3	08/12/11	ISSUE FOR PERMIT
4	08/12/11	ISSUE FOR PERMIT
5	08/12/11	ISSUE FOR PERMIT
6	08/12/11	ISSUE FOR PERMIT
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8	08/12/11	ISSUE FOR PERMIT
9	08/12/11	ISSUE FOR PERMIT
10	08/12/11	ISSUE FOR PERMIT

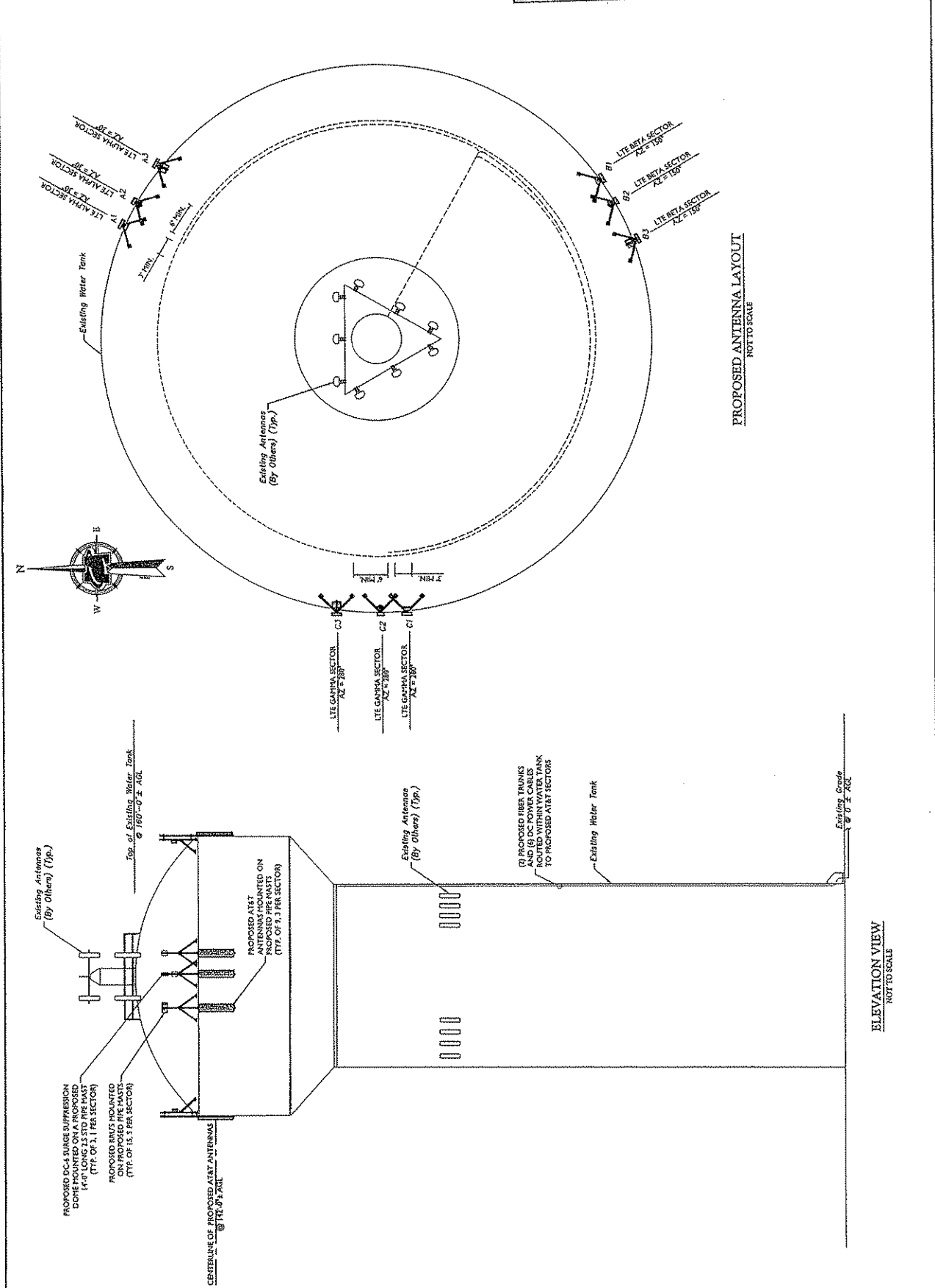
PETROS & PROCKALAS
REGISTERED PROFESSIONAL ENGINEERS
No. 11935
PETROS & PROCKALAS
REGISTERED PROFESSIONAL ENGINEERS
No. 11935




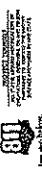

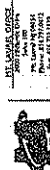
PROFESSIONAL ENGINEER
No. 11935
PETROS & PROCKALAS
REGISTERED PROFESSIONAL ENGINEERS
No. 11935

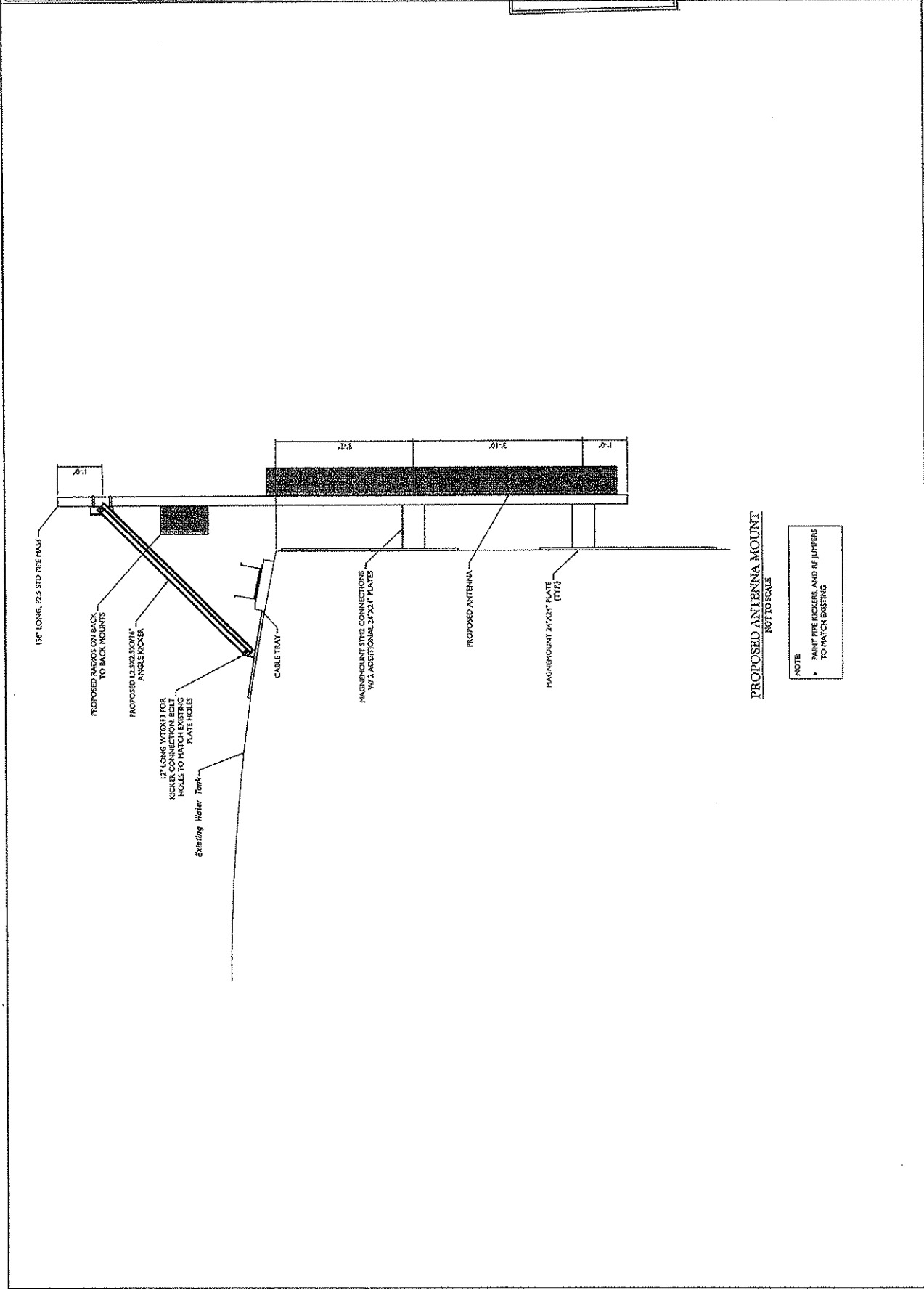
SITE NAME:
WOONSOCKET-RHODES
AVENUE
FA# 12712913
SITE# R123575
526 RHODES AVENUE
WOONSOCKET, RI 02895
PROVIDENCE COUNTY

STATE OF RHODE ISLAND
PROVIDENCE COUNTY
PLANNING & ZONING BOARD
100 STATE STREET
PROVIDENCE, RI 02902
TEL: 401.333.3333
WWW.PZB.RI.GOV

ELEVATION VIEW AND PROPOSED ANTENNA LAYOUT



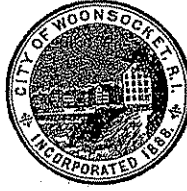
 <p>MASER PROFESSIONAL ENGINEERS 1000 W. 10th Street, Suite 100 Providence, RI 02909 Tel: 401-846-1100 Fax: 401-846-1101 www.maser-engineers.com</p>			 <p>STATE OF RHODE ISLAND PROVIDENCE, RI 02909</p>	<table border="1"> <tr><td>NO.</td><td>AS SHOWN</td><td>BY</td><td>DATE</td></tr> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td><td></td></tr> </table>	NO.	AS SHOWN	BY	DATE	1				2				3				4				5				6				7				8				9				10				11				12				13				14				15				16				17				18				19				20				<p>No. 11833  PETROS TSOUKALAS PROFESSIONAL ENGINEER REGISTERED LICENSE NO. 11833 EXPIRES 12/31/2014</p>	<p>SITE NAME: WOONSOCKET RHODES AVENUE FA# 12712913 SITE# R123375 526 RHODES AVENUE WOONSOCKET, RI 02895 PROVIDENCE COUNTY</p>	 <p>PROPOSED ANTENNA MOUNT</p>
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PROPOSED ANTENNA MOUNT
 NOT TO SCALE

- NOTE
- PAINT FIRE ESCAPE AND RE JUMPERS TO MATCH EXISTING

City of Woonsocket
Rhode Island



October 7, A.D. 2019

Ordinance
Chapter

**AMENDING THE CODE OF ORDINANCES, CITY OF WOONSOCKET,
RHODE ISLAND, CHAPTER 2, ENTITLED "ADMINISTRATION"**

- WHEREAS,** the best interests of the taxpayers of Woonsocket are best served when they are notified in advance of any proposed change to the taxable status of their property; and
- WHEREAS,** taxpayers so affected should be allowed an opportunity to appeal the proposed change prior to the change taking effect; and
- WHEREAS,** the City Council of the City of Woonsocket desires to amend Sec. 2-78 to clarify the process and remove any technical problems with the original language as approved in Ordinance 19 0 45,

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

SECTION 1. The Code of Ordinances, City of Woonsocket, Chapter 2 entitled, "Administration" is hereby amended as follows:

SUBSTITUTE

Sec. 2-78. Tax Exempt Status Change

- a. Any property that is exempt from property tax as provided for in Rhode Island General Laws §44-3-3. Property Exempt shall not be deemed as taxable and assessed a real estate tax bill without the approval of the city council by resolution.
- b. Whenever the tax assessor shall determine that any property currently considered as tax exempt shall become classified as taxable for failure to be in compliance with the definitions under which it is classified as exempt under Rhode Island General Laws §44-3-3 Property Exempt, the tax assessor shall immediately notify the property owner, in writing and certified mail, of his/her decision. The notification shall include the reasons for the decision; the assessed value to be used and estimated tax amount that will be levied as a consequence of the change (based upon most recent tax rate); and reference to all appropriate state law and local ordinances. The property owner shall have 90 days to appeal the decision to the tax assessor.

- c. The tax assessor shall provide the city council with a copy of all such decisions and related communications at their first regular meeting following the issuance of the communication with the taxpayer.

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

John Ward, Councilor

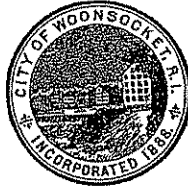
Daniel Gendron, Council President

Jon Brien, Council Vice-President

James Cournoyer, Councilor

Denise Sierra, Councilor

City of Woonsocket Rhode Island



October 7, A.D. 2019

Ordinance

Chapter

GRANTING A PETITION FOR COX COMMUNICATIONS FOR UNDERGROUND INSTALLATION OF FIBER OPTIC CABLE AT THE CORNER OF DEPOT SQUARE AND MAIN STREET

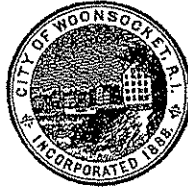
- WHEREAS,** Cox Communications has requested permission to install a conduit for fiber optic cable and to connect and maintain any wires and fixtures within the City's Right of Way at the corner of Depot Square and Main Street from a pole to a building; and
- WHEREAS,** The connection will require granting the installation of conduit and wires within the City's Right of Way; and
- WHEREAS,** The work to be performed by Cox Communications needs to start after the conclusion of Autumnfest which is October 15, 2019 and be completed prior to November 15, 2019 which is when the Polar Express attraction commences.

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

- SECTION 1.** That the City Council of the City of Woonsocket hereby grants Cox Communications permission to locate and install a conduit and fiber optic cable and to connect and maintain any wires and fixtures within the City's Right of Way for Depot Square and Main Street from a pole to a building.
- SECTION 2.** That the Engineering Division has reviewed the request and finds it to be acceptable.
- SECTION 3.** This Ordinance shall take effect upon its passage by the City Council as provided in Chapter III, Section 10 of the Woonsocket Home Rule Charter and all ordinances 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



October 7, A.D. 2019

Ordinance

Chapter

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

WHEREAS, the Director of Public Safety has established the following addition to Chapter 17 to be in the best interest of the City and its residents.

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

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

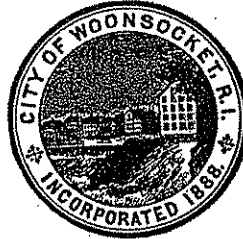
SECTION 1. That Division 2, Parking Regulations for Specific Streets (Nonmetered) Section Sec. 17-100. "Thirty-minute limit" of the Code of Ordinances, City of Woonsocket is hereby amended by adding the following:

Mendon Road, easterly side, in front of 1210 Mendon road, between the hours of 7:00 a.m. and 4:00 p.m., except Sundays and holidays

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

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

City of Woonsocket Rhode Island



October 7, 2019 A.D.

Resolution

AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

Daniel M Gendron
By request of The Administration

ASSESSOR'S
ABATEMENT CODES

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

Woonsocket, RI

Amendment Report - Abatement

Status Pending

Page 1

Posting Date / /

Transaction Date / /

Report Printed 10/01/2019 03:04:08 PM

OCTOBER 7, 2019

Amendment ID	Year	Roll Type	Owner Name	Address	Vehicle/Item	Category	Amount
M00-0201-40	2018	MV Tax Roll	GUERIN MICHAEL N 55 PLAIN ST MANSFIELD MA 02048	2012 HONDA ACC 396316	57 LEGAL RESIDENCE OUT OF TOWN	\$378.46	
M00-0201-40	2019	MV Tax Roll	GUERIN MICHAEL N 55 PLAIN ST MANSFIELD MA 02048	2012 HONDA ACC 396316	57 LEGAL RESIDENCE OUT OF TOWN	\$33.53	
M00-4141-23	2018	MV Tax Roll	ALLEN ERICA L 3 TINA RD MILLVILLE MA 01529	Multiple Items	57 LEGAL RESIDENCE OUT OF TOWN	\$118.26	
M00-4141-23	2019	MV Tax Roll	ALLEN ERICA L 3 TINA RD MILLVILLE MA 01529	2013 TOYOT VEN DO538	57 LEGAL RESIDENCE OUT OF TOWN	\$39.69	
M00-4157-13	2016	MV Tax Roll	MARTIN MICHAEL D 25 WARBURTON AVENUE NORTH KINGSTOWN RI 02852	1996 HON UCL AT 949	63 REGISTRY ERROR	\$52.68	
M00-4163-57	2019	MV Tax Roll	ARORA YASHICA 5106 TRACY DR NEWARK DE 19702-8111	2014 HONDA CIV SF753	61 REGISTERED OUT OF CITY	\$52.01	
M14-1102-20	2019	MV Tax Roll	NORSAVANH PHOUSITH 556 HARRIS AVE WOONSOCKET RI 02895	2011 INFIN G37 331857	58 SEIZED BY POLICE	\$164.75	
R00-0056-54	2019	RP Tax Roll	SHAYERS DENISE 69 CRAIGIE AVENUE WOONSOCKET, RI 02895	42G-152-008 at 69 CRAIGIE AVE	96 PRO RATED HOMESTEAD	\$230.39	

Woonsocket, RI

Amendment Report - Abatement

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Amendment #	Year	RP	Tax Roll	Owner	Address	Classification	Amount
R00-0129-47	2019	RP	Tax Roll	MARTINO JOANNE O 1175 DIAMOND HILL # 402 WOONSOCKET RI 02864	38B-011-402 at 1175 DIAMOND HILL...	96 PRO RATED HOMESTEAD	\$227.80
R00-0136-22	2019	RP	Tax Roll	CHARTIER NICOLE M WALSH ANDREW 103 AVENUE B WOONSOCKET RI 02895	05C-125-009 at 103 AVENUE B	96 PRO RATED HOMESTEAD	\$281.42
R00-0155-51	2019	RP	Tax Roll	GIGNAC MARIE J GARY 35 FIRST AVENUE WOONSOCKET RI 02895	06B-161-012 at 35 FIRST AVE	50 INCORRECT CLASSIFICATION	\$2,011.45
R00-0165-69	2019	RP	Tax Roll	WENZEL DANIEL WENZEL SARA 143 JOFFRE AVENUE WOONSOCKET RI 02895	30E-126-012 at 143 JOFFRE AVENUE	96 PRO RATED HOMESTEAD	\$242.50
R00-0304-75	2019	RP	Tax Roll	PARKER LOGAN R. 90 MILL STREET UNIT 202 WOONSOCKET RI 02895	35E-115-100 at 90 MILL STREET #202	96 PRO RATED HOMESTEAD	\$209.40
R00-8384-74	2019	RP	Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-020-005 at SUNSET AVENUE	86 FIRST APPEAL	\$426.21
R00-9150-63	2019	RP	Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-131-040 at SUNSET AVENUE	86 FIRST APPEAL	\$426.21
R00-9150-64	2019	RP	Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-132-041 at SUNSET AVENUE	86 FIRST APPEAL	\$438.25

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R00-9150-65	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-133-042 at SUNSET AVENUE	86 FIRST APPEAL	\$456.00
R00-9150-66	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-134-043 at SUNSET AVENUE	86 FIRST APPEAL	\$428.62
R00-9150-67	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-135-044 at SUNSET AVENUE	68 OVER ASSESSED	\$433.44
R00-9150-68	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-136-045 at SUNSET AVENUE	86 FIRST APPEAL	\$435.84
R00-9150-69	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-137-046 at SUNSET AVENUE	86 FIRST APPEAL	\$433.44
R00-9150-70	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-138-047 at SUNSET AVENUE	86 FIRST APPEAL	\$435.85
R00-9150-71	2019 RP Tax Roll	REPM INC 600 CASS AVENUE WOONSOCKET RI 02895	60D-139-048 at SUNSET AVENUE	86 FIRST APPEAL	\$435.85
R03-2697-80	2019 RP Tax Roll	CHAMPAGNE NORMAN O 78 ST. JOSEPH STREET #12 WOONSOCKET, RI 02895	23A-075-042 at 78 ST JOSEPH...	54/51 HOMESTE & VETERAN NOT APPLIED	\$647.58

Woonsocket, RI

Amendment Report - Abatement

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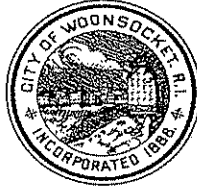
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OCTOBER 7, 2019

Account ID	Year	Abatement Type	Owner Name	Address	Assessment Code	Amount
R13-0798-40	2019	RP Tax Roll	ROGOWSKI CHRISTOPHER 129 LEFRANCOIS BLVD WOONSOCKET, RI 02895	48K-111-011 at 129 LEFRANCOIS...	96 PRO RATED HOMESTEAD	\$64.34
R13-5600-30	2019	RP Tax Roll	MORSE CINDY L 159 NIMITZ ROAD WOONSOCKET RI 02895	57A-055-055 at 159 NIMITZ ROAD	96 PRO RATED HOMESTEAD	\$320.63
R16-3403-50	2018	RP Tax Roll	PICARD SUZANNE M FAMILY TRUST 1155 LOGEE STREET WOONSOCKET RI 02895	30A-039-012 at 1155 LOGEE STREET	52 INCORRECT AMOUNT ABATED ON PREVIOUS ABATEMENT	\$628.61
R22-0618-00	2019	RP Tax Roll	BAPTISTA JOHN H BAPTISTA CHRISTY 53 BARTLETT WOONSOCKET RI 02895	50G-086-006 at 53 BARTLETT ST	96 PRO-RATED HOMESTEAD	\$1,266.61
R22-1223-00	2019	RP Tax Roll	MUGABE MAKISA & BRIAN 576 FAIRMOUNT STREET WOONSOCKET RI 02895	02B-197-051 at 576 FAIRMOUNT ST	96 PRO RATED HOMESTEAD	\$157.07
T00-0133-76	2019	Trng Tax Roll	MARLIN LEASING INC PO BOX 5481 MT LAUREL NJ 08054	MARLIN LEASING INC	68 OVER ASSESSED	\$749.93
T00-1101-60	2019	Trng Tax Roll	CITIZENS BANK RBS CITIZENS NA 1 CITIZENS DR RSD260 RIVERSIDE RI 02915	CITIZENS BANK	68 OVER ASSESSED	\$4,103.70
Total						\$16,330.52

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

October 7, A.D. 2019

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Michael Disney wishes to utilize certain property of the City, to wit, River Island Art Park on Sunday, August 23, 2020 from 9:00 A.M. to 3:00 P.M., with a rain date of Sunday, August 30, 2020, for the purpose of holding a fundraiser for the Center for Missing Kids.

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

SECTION 1. Michael Disney is hereby permitted to utilize River Island Art Park on Sunday, August 23, 2020 from 9:00 A.M. to 3:00 P.M., with a rain date of Sunday, August 30, 2020, for the purpose of holding a fundraiser for Center for Missing Kids.

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

Daniel M. Gendron
Council President

CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

Park List: River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa
 Restrooms: River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer
 Concession Stand: River Island & River's Edge.
 Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring Aug 22 & 23
 Stages/Gazebo: River Island & Cold Spring

Park Choice: RIVER ISLAND PARK (2020)

Date of event: Aug 23 (2020) Rain date: ? Aug 30

Hours of event: 9am to 3pm
(Actual advertised time of event) 8 AM
(Arrival to set up time) Fund Riser

Description of event: FUN THE CENTER MISSING KIDS FAIR

Expected attendance: # ?

Fee Schedule:

	<u>Mon - Sat</u>	<u>Sunday</u>		
Small Tent	\$175	\$225		
Large Tent	\$1,100	\$1,500		
Event Attendants	\$30/hr	\$38/hr	<u>976.00</u>	*
Picnic Tables	\$33 each	\$45 each		
Folding Tables	\$10 each	\$13 each	<u>230.00</u>	***
Chairs	\$1 each	\$1.33 each		***
Concession Stand	\$50	\$75	<u>125.00</u>	
Power	\$25 per location	\$25 per location	<u>50.00</u>	7 881.00
** Admin. Fees	\$35	\$35	<u>\$35</u>	NON-REFUNDABLE
Total for Event				

Applicant/ Contact Person Name: MICHAEL DISNEY

Address: 939 BERNON ST. APT 134
WOONSOCKET RI 02895

Phone #: 401 545 8950 Home/Office SAME Cell

Applicant Signature: Michael Disney Date: Aug 3, 2019

Parks Director: [Signature] Date: 9/9/19

Call for Availability: 767-9287 \$35 check

payment type

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

MICHAEL DISNEY cell # 401 545 8950
939 BERMON ST APT 134 WOOD-RI 02891

DEAR CITY COUNCIL:

I would like to know if
I could get permission to
use the RIVER ISLAND PARK ON
AUG ~~2~~ E 23, FOR A FAIR
FUND RAISER. WE ARE GOING
A BAKE SALE, A YARD SALE,
& RAFFLES, FACE PAINTING &
MORE. YOU CAN CONTACT ME
AT 401 545 8950 I WANT
TO THANK YOU FOR YOUR
TIME

From MICHAEL
DISNEY

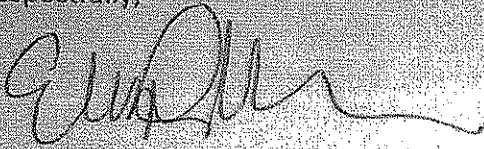
September 9, 2019

To whom it may concern,

Mr. Disney continues to cancel his events requested at River Island Park mere weeks prior to the event date. He requests the entire weekend and requires that the following weekend be the rain dates making 2 weekends in August unavailable to anyone, including myself.

It would be my recommendation that if he wants a two-day event that he moves to a park that is less costly and/or less popular. He did manage to have his event at Dunn Park some years back. The other option would be to grant a Sunday request so that the Saturday could be potentially used by myself or another organizer.

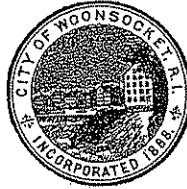
Respectfully,

A handwritten signature in black ink, appearing to read 'Elizabeth Kerrigan', written in a cursive style.

Elizabeth Kerrigan

Superintendent Parks & Recreation

City of Woonsocket
Rhode Island



October 7, A.D. 2019

Resolution

AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER
INTO A CONTRACT WITH J.H. LYNCH & SONS, INC.

WHEREAS, the City of Woonsocket advertised Bid #5923 for competitive bidding for roadway improvements to Rhodes Avenue; and

WHEREAS, the lowest bidder was J.H. Lynch & Sons, Inc. of Cumberland, RI, in the amount of One Hundred Sixty-Seven Thousand, Three Hundred Thirteen Dollars and Ninety Cents (\$167,313.90).

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

SECTION 1. The City Council authorizes the Public Works Director to enter into a contract with J.H. Lynch and Sons, Inc., for roadway improvements to Rhodes Avenue, as detailed in the attached bid proposal (Exhibit A) per City Bid #5923 in the amount of One Hundred Sixty-Seven Thousand, Three Hundred Thirteen Dollars and Ninety Cents (\$167,313.90).
to be funded with CDBG Grant funds.

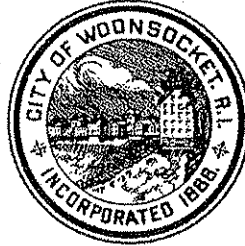
SECTION 2. This Resolution shall take effect immediately upon its passage by the City Council.

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

ROADWAY IMPROVEMENTS - RHODES AVENUE

Item#	Qty.	Description	J. H. Lynch		Pawtucket Hot Mix		9/12/2018		Digger's Landscape		D'Ambra Construct		T. Miozzi, Inc.		Narragansett Improv		Cardi Corp.		
			Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units
1	36	Remove & Dispose sidewalks	SY	\$ 20.00	SY	\$ 25.00													
2	4	remove & dispose frame X grate or frame & cover	each	\$ 100.00	each	\$ 250.00													
3	20	remove & stockpile granite curb	lf	\$ 25.00	lf	\$ 25.00													
4	8	Earth Excavation for wheelchair ramps, driveways/sidewalks	CY	\$ 50.00	CY	\$ 40.00													
5	8	Gravel Borrow for wheelchair ramps, driveways & sidewalks	CY	\$ 75.00	CY	\$ 60.00													
6	20	Catch basin sediment capture device	each	\$ 10.00	each	\$ 10.00													
7	60	Gravel borrow subbase course	CY	\$ 10.00	CY	\$ 25.00													
8	872	Bituminous Surface course Class 5.5 (RI Standard)	ton	\$ 100.00	ton	\$ 75.00													
9	8,015	Asphalt emulsion tack coat	sy	\$ 0.01	sy	\$ 0.40													
10	1	Frame & grate, high capacity, (RI Standard 6.3.4)	each	\$ 800.00	each	\$ 1,000.00													
11	1	Furnish & install sewer manhole frame & cover, Woonsocket standard	each	\$ 800.00	each	\$ 1,000.00													
12	2	Furnish & install drainage manhole frame & cover, Woonsocket standard	each	\$ 800.00	each	\$ 1,000.00													
13	4	Furnish & install water gale boxes, Woonsocket Standard	each	\$ 500.00	each	\$ 395.00													
14	8	Furnish & install water gale boxes, Woonsocket Standard	each	\$ 500.00	each	\$ 395.00													
15	80	Full depth reconstruction Woonsocket standard	ton	\$ 100.00	ton	\$ 150.00													
16	3,271	Bituminous Base standard 7.5.1	lf	\$ 1.00	lf	\$ 1.00													
17	110	Remove, handle, haul, trim, reset curb edging straight, circular, all types	mhr	\$ 35.00	lf	\$ 30.00													
18	120	Flaggers	mhr	\$ 20.00	mhr	\$ 65.00													
19	240	Police detail, officer & cruiser, Woonsocket standard @ \$68 per hour	mhr	\$ 16,320.00	mhr	\$ 16,320.00													
20	150	Temporary construction signs RI standard 25.1.0 and 27.1.1	sf	\$ 10.00	sf	\$ 15.00													
21	100	Drum base course standard 26.2.0	bdwy	\$ 1.00	bdwy	\$ 1.00													
22	40	Fluorescent traffic cones standard 26.1.0	hsy	\$ 20.00	each	\$ 10.00													
23	80	Cleaning & sweeping pavement	hsy	\$ 2.00	hsy	\$ 15.00													
24	95	Full depth sawcut of bituminous pavement	lf	\$ 2.00	lf	\$ 2.00													
25	42	Full depth sawcut of portland cement concrete sidewalk/driveway	lf	\$ 3.00	lf	\$ 4.00													
26	8,015	Remove bituminous surface-cold planing	sy	\$ 2.75	sy	\$ 2.40													
27	30	Maintenance & movement of traffic protection devices, Woonsocket standard	mhr	\$ 50.00	mhr	\$ 50.00													
28	3	Detectable warning systems Woonsocket standard cast in place	each	\$ 100.00	each	\$ 200.00													
29	787	Plantable soil 4 inches deep	SY	\$ 5.00	SY	\$ 7.00													
30	787	Residential seeding (fall lescue blend)	SY	\$ 1.50	SY	\$ 2.00													
				\$ 167,313.90		\$ 168,462.00			\$ 174,036.00		\$ 195,951.10		\$ 210,635.85		\$ 228,191.00		\$ 248,277.15		

City of Woonsocket
Rhode Island



October 7, A.D. 2019

RESOLUTION

**INVOKING THE AUTHORITY TO MAKE INQUIRIES AND CONDUCT
AN INVESTIGATION BY THE WOONSOCKET CITY COUNCIL**

WHEREAS, a newspaper article appearing in the Monday, September 16, 2019 edition of Providence Journal entitled "In City Hall, alleged plots and recorded conversations" raised concerns of city council members; and

WHEREAS, members of the City Council conducted an informal investigation of the matters described therein and have concluded that further inquiries are warranted.

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

Section 1. The City Council hereby invokes its full authority by this resolution and will conduct any inquiries and/or investigations in accordance with the terms of Chapter II, Section 16 of the Home Rule Charter of the City of Woonsocket.

Section 2. This resolution shall be effective upon passage.

Daniel M. Gendron
City Council President

Jon D. Brien
City Council Vice-President

James Cournoyer
City Councilman

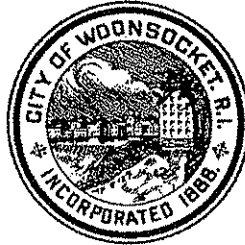
Denise Sierra
City Councilwoman

John Ward
City Councilman

David Soucy
City Councilman

Alex Kithes
City Councilman

City of Woonsocket
Rhode Island



October 7, A.D. 2019

RESOLUTION

AUTHORIZING THE ENGAGEMENT OF GORHAM & GORHAM IN CONNECTION WITH MAKING INQUIRIES AND CONDUCTING AN INVESTIGATION BY THE WOONSOCKET CITY COUNCIL

WHEREAS, The City Council has invoked its full authority by resolution to conduct any inquiries and/or investigations in accordance with the terms of Chapter II, Section 16 of the Home Rule Charter of the City of Woonsocket; and

WHEREAS, As a result of a legal conflict, the City Solicitor must recuse himself from any legal proceedings stemming from a City Council investigation; and

WHEREAS, the City Council is desirous to engage the services of said law firm to provide advice and counsel during any investigative proceedings.

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

Section 1. The engagement of the law firm Gorham & Gorham Inc., for the purposes of such representation be and is hereby approved.

Section 2. This resolution shall be effective upon passage.

Daniel M. Gendron
City Council President

Jon D. Brien
City Council Vice-President

James Cournoyer
City Councilman

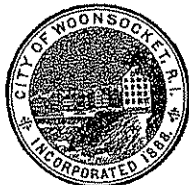
Denise Sierra
City Councilwoman

John Ward
City Councilman

David Soucy
City Councilman

Alex Kithes
City Councilman

City of Woonsocket
Rhode Island



October 7, A.D. 2019

Resolution

GRANTING PERMISSION TO USE CITY PROPERTY

- WHEREAS,** Stalwart Productions, LLC ("Stalwart") is a local film company that is due to start filming its Season 2 of the television series NOS4A2; and
- WHEREAS,** Stalwart respectfully requests permission to use City property located at 80 River Street, Woonsocket, Rhode Island to film parts of their production; and
- WHEREAS,** Stalwart shall pay the City of Woonsocket Five Thousand Dollars (\$5,000.00) for the use of said property.

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

- SECTION 1.** Stalwart is hereby permitted to utilized 80 River Street, Woonsocket, Rhode Island for the period of September 26, 2019 through and including November 1, 2019 for the purpose of filming.
- SECTION 2.** The City Solicitor is hereby authorized to execute any and all documents to perform the same including the preparation of a Location Agreement, in substantial form, that is attached hereto as Exhibit A.
- SECTION 3.** This Resolution shall take effect immediately upon its passage by the City Council.

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

EXHIBIT A

LOCATION AGREEMENT

"NOS4A2 Season 2" ("Program")

This agreement ("Agreement") is made between **Stalwart Productions LLC** ("Company") and **The City of Woonsocket** ("Owner") as of September 26th 2019.

1. **PERMISSION:** Owner hereby irrevocably grants to Company (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "Company" for purposes of entry upon and use of the Property, as defined herein) permission to enter upon, photograph, record and use the Property (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth in Paragraph 4 below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Property, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Property. Further, Owner grants permission to replicate said Property (if applicable) by constructing set(s) at a separate location, duplicating all or any part of the Property for the purpose of completing Company's scheduled work, or for filming retakes, added scenes, advertisements or promotion, to refer to the Property or any part thereof by any fictitious name, and to attribute any fictitious events as occurring on the Property.
2. **PROPERTY:** Property means that certain real property located at and described as follows: 80 River Street, Woonsocket Rhode Island 02895, including, without limitation, all interior and exterior areas, utilities, buildings and other structures of the Property, real and personal property, displays, and signs located in, on and/or about the Property, and Owner's name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Property and other identifying features thereof.
3. **SCOPE OF USE:** Company shall have the right during the periods set forth in Paragraph 4 below to use any or all of the Property as follows: for the purpose of filming.
4. **DATES:** The Property shall be available for use by Company commencing approximately September 26th, 2019 and continuing until approximately November 1, 2019, inclusive. If Company requires use of the Property prior or subsequent to the foregoing dates, then Company may so use the Property subject only to the payment of additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 5(a) below.
5. **FEES:**
 - a. As complete and full payment for all of the rights granted to Company hereunder, Company shall pay to Owner the total amount of Five Thousand Dollars (\$5,000.00), payable upon signature of this Agreement by the parties.
 - b. If Company requires use of the Property for additional use including, without limitation, to photograph retakes or other scenes, Owner shall permit Company to re-enter upon and again use the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold. If

Company uses the Property for additional filming. Company shall pay Owner Five Hundred Dollars (\$500.00) per day for which Company uses the Property.

- c. Company may, at any time prior to twelve (12) hours before commencement of the Dates specified in Paragraph 4 hereof, elect not to use the Property by giving Owner notice of such election, in which case neither party shall have any further obligation to the other.
6. **FACILITIES:** Company agrees to remove all equipment and temporary sets after completion of its use of the Property and to leave the Property in as good condition as when entered upon by Company, reasonable wear and tear excepted. Signs on the Property may be removed or changed, but if removed or changed such signs shall be replaced. Company will use reasonable care to prevent damage to the Property and will indemnify Owner from any damages and/or losses arising out of personal injuries or property damage resulting from any willful misconduct or gross negligence by Company in connection with use of the Property by Company. Company agrees to maintain liability and property damage insurance covering the use of the Property by Company in customary and adequate levels.
7. **FORCE MAJEURE:** If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Company's control, Company is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Company, then Company shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 4, without payment of additional fees to Owner.
8. **RIGHTS:** All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Company shall be and remain the sole and exclusive property of Company, including, without limitation, the perpetual and irrevocable right to use and re-use said photography and/or said sound recordings and license others to use and re-use said photography and/or said sound recordings in connection with the Program and any motion pictures as Company shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting of Program or such motion pictures, and any telecaster or other exhibitor of the Program or motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe and in any ancillary exploitation thereof. Company shall have the right in its sole discretion, to alter or edit the photographs and recordings of the Property (and any names, insignias and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on such signs) for use in the Program or other motion pictures. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or interest through Owner shall have any right of action against Company or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.
9. **USAGE:** Company is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. Owner may not terminate or rescind the permission granted to Company hereunder to use and photograph the Property. In the event of any claim by Owner against Company, whether or not material, Owner shall be

limited to Owner's remedy at law for damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with use of the Property as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Company's rights hereunder. Owner acknowledges and agrees that the Property is a primary location for use by Company as part of the photography of a motion picture, and that any interference with use thereof by Company shall cause Company substantial monetary and other damage which cannot be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Company, Owner agrees that Company shall be entitled to injunctive and other equitable relief to prevent any interference with use of the Property by Company hereunder.

10. OWNER'S WARRANTIES: Owner represents, warrants and agrees that: Owner is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant Company the rights granted to Company hereunder. Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Company's full use and quiet enjoyment of the Property in accordance with the terms hereof; Owner will maintain the Property in useable condition for all uses by Company contemplated hereunder; Owner agrees to indemnify and hold Company harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein; and it is not necessary for Company to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Company to enjoy the full rights to the use of the Property as described herein.
11. HOLD HARMLESS: Except with respect to matters constituting a breach by Owner or any of Owner's representations, warranties and/or agreements, and/or gross negligence or willful misconduct on Owner's part, Company shall indemnify Owner against any loss (which shall not include any lost profit), cost or damage (including reasonable attorney's fees), but not including any loss or cost or damage relating to any settlement entered into without Company's written consent, arising out of any third party claim resulting from use of the Property and/or Company's production, distribution, and/or exploitation of the Picture. Owner shall be required to submit in writing to Company a detailed list of any and all damages of the Property that Owner alleges Company caused ("Claim"). Such Claim shall be submitted to Company within 48 hours after the later of expiration of the Dates or upon completion of use of the Property by Company (including any additional use). Owner shall then authorize Company's representatives' entry onto the Property to inspect and assess the damages pursuant to the Claim. If Company acknowledges responsibility for said damages, Company shall be given the opportunity to either correct the damage or make restitution in a timely manner.
12. RELEASE OF CLAIMS: After Company has completed its work at the Property, including all necessary restoration, if any, Company shall be deemed to have fully and properly vacated the Property and shall be relieved of any and all obligations in connection with the Property unless, Owner, within five (5) business days after Company leaving the Property, informs Company in writing of any damage to the Property and/or restoration not completed to substantially as good condition as when the Property was received by Company (reasonable wear and tear excepted). Unless the foregoing timely notice is given to Company, Owner hereby agrees to promptly sign and deliver to Company the release attached hereto as Schedule "A."

- 13. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Providence County, Rhode Island, before a single arbitrator, in accordance with Rhode Island General Laws, Title 10, Chapter 10-3 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association. The prevailing party in any such proceeding shall be entitled to recover, from the losing party, its reasonable attorneys' fees and costs.

- 14. LIMITATION OF DAMAGES: In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special and/or punitive damages, all of which are expressly excluded, and the parties hereby waive any right to recover any such damages from the other.

- 15. MISCELLANEOUS: This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or cancelled except by written instrument signed by both parties. In the event of any dispute hereunder, the courts of Providence County, Rhode Island shall have jurisdiction over all such disputes. This Agreement shall be interpreted in accordance with the laws of the State of Rhode Island and the United States of America applicable to contracts made and performed entirely in Rhode Island. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Company not contained herein. Owner agrees that Company may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees. Paragraph headings are for convenience only and are of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

ACCEPTED AND AGREED TO:

STALWART PRODUCTIONS LLC
 ("Company")

 ("Owner")

By: _____

John J. DeSimone
 Owner's Printed Name

 Printed Name

Schedule "A"

LOCATION RELEASE

Stalwart Productions LLC
500 Callahan Road,
North Kingston, Rhode Island 02852

Re: NOS4A2 Season 2

Ladies/Gentlemen:

In connection with that certain location agreement ("Location Agreement") entered into between the undersigned and Stalwart Productions LLC ("Company"), Company was granted the right to enter upon the undersigned's property at 80 River Street, Woonsocket, Rhode Island 02895 in connection with the filming of the above-referenced television series.

The undersigned acknowledges that the undersigned has inspected the property upon the completion of Company's use thereof and acknowledges that Company has fully vacated the property, without damage thereto, and/or has substantially restored the property to its prior condition to the undersigned's satisfaction, and the undersigned releases Company and its successors and assigns, from any and all claims, demands, actions, causes of action, suits, contracts, promises, damages, judgments, obligations and liabilities of every kind which the undersigned, and/or the undersigned's successors and assigns, ever had at any time in the past, now has or hereafter may have against Company, and its successors and assigns, whether known or unknown, due to any cause based upon, arising from or relating to the filming done by Company utilizing the undersigned's property.

For the purpose of implementing a full and complete release and discharge of Company, the undersigned expressly acknowledges that this release is intended to include in its effect, without limitation, all claims which the undersigned does not know or suspect to exist in the undersigned's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such claim or claims.

This release shall in no way be deemed to limit or otherwise affect the rights granted to Company by the undersigned under the Location Agreement.

Very truly yours,

John J. DeSimone, Esq.

(Date)