

**\*\* AMENDED \*\***

**MONDAY, OCTOBER 16, 2017  
WOONSOCKET CITY COUNCIL AGENDA  
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING  
6:30 PM. – HARRIS HALL  
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895**

**PUBLIC HEARING**

- 17 O 59      Amending the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" to create a Historic Structures Floating Overlay District".-Gendron
- 17 O 60      Establishing a Tax Stabilization Plan for Woonsocket Park Place, LLC for property at 357 Park Place, Woonsocket, Rhode Island [Woonsocket Assessor's Plat 27, Lot 113].-Gendron

**REGULAR MEETING  
AT 7:00 PM**

1.    **ROLL CALL**
2.    **PRAYER**
3.    **PLEDGE OF ALLEGIANCE**
4.    **CITIZENS GOOD AND WELFARE**  
(Please limit comments to five minutes)
5.    **APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD OCTOBER 2<sup>ND</sup>**
6.    **CONSENT AGENDA**  
All items on the consent agenda are indicated with an asterisk (\*).
7.    **COMMUNICATIONS FROM MAYOR**

17 M 17      From Mayor pursuant to Chapter IV, Section 9 of the Home Rule Charter regarding Veto message of Ordinance 17 O 66.

17 M 18      A communication from Mayor to address the City Council regarding the Mayor's Office.
8.    **COMMUNICATIONS FROM CITY OFFICERS**

17 CO 62\*      A communication from Planning Board Chairman submitting response to request for advice and recommendation re: Historic Structures Floating Overlay District.

17 CO 63\*      From City Solicitor submitting request to pay property damage claim of Michael Renzi.
9.    **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

17 LC 39      Public hearing on application of a Class C Rooming House license by William Allen c/o Li'l Archie's at 233 North Main Street.

17 LC 40      Application of licenses and renewal of licenses (listing attached).
10.   **COMMUNICATIONS AND PETITIONS**

17 CP 60\*      Monthly odor report from CH2M Hill.

17 CP 61      A request of John Messier to address the City Council regarding 122 North Main Street project.

- 17 CP 62 A request of Director D'Agostino to address the City Council regarding the Public Works Department.
- 17 CP 63 Request of Councilwoman Sierra to address the following items:  
1. General Assembly Bill 5413B and how it affects business.
- 17 CP 64 Request of Councilman Fagnant to address the following items:  
1. Press Releases from all departments including the Mayor's Office.  
2. The addition of Sodium Silicoflouride in the City's drinking water.  
3. 17 Miller Lane bid proposal due on October 3, 2017 to demolish this residence.  
4. 471 Elm Street and Reed Avenue citizen complaint / danger issue pulling out of street at corner.  
5. Vehicle assigned to Tax Assessor 2014 Chevy GEO and other vehicles in the city fleet.  
6. Vehicle tax refunds due our citizens from recent over payments with a spring delivery.
- 17 CP 65 Request of Councilman Cournoyer to address the following items:  
1. FY 2018 Budget / Staffing.  
2. Comprehensive Plan Update.  
3. Minimum Housing violations and enforcement.

# 11. **GOOD AND WELFARE**

(Five minute limit, per Council Rules of Order)

# 12. **ORDINANCES TABLED UNTIL THIS MEETING**

- 17 O 59 Amending the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" to create a Historic Structures Floating Overlay District".-Gendron
- 17 O 60 Establishing a Tax Stabilization Plan for Woonsocket Park Place, LLC for property at 357 Park Place, Woonsocket, Rhode Island.[Woonsocket Assessor's Plat 27, Lot 113].-Gendron
- 17 O 65 In amendment of the Code of Ordinances of the City of Woonsocket, Rhode Island, Chapter 7, Entitled "Building Regulations".-Gendron

# 13. **NEW ORDINANCE**

- 17 O 68 Transferring Funds – From City Capital Fund to Tax Assessing.-Gendron, Brien & Cournoyer

# 14. **NEW RESOLUTIONS**

- 17 R 110 Authorizing the cancellation of certain taxes.-Gendron
- 17 R 111 Granting permission to use City property.-Gendron
- 17 R 112 Authorizing acceptance of a bid for the rehabilitation of the plant drain pipe at the Woonsocket Wastewater Treatment Facility.-Gendron
- 17 R 113 Authorizing the Mayor to purchase the property located at 61 Blackstone Street, Woonsocket, Rhode Island.-Beauchamp
- 17 R 114 Authorizing the court appointed Special Master in the matter captioned as City of Woonsocket, one parcel of Real Estate commonly known as 719 River Street located at Map 8, Lot 37, Lot 2, et al. C.A. No. PM-2017-1167 to enter into a contract with American Construction Trades Corporation for the demolition of the properties located at 719, 787 and 775 River Street, Woonsocket, Rhode Island.-Beauchamp

# 15. **ADJOURNMENT**

11:00 PM

Public hearing on application of a petition  
William Allen Co. L.P.A. Architects at 755 Main

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

Posted October 12, 2017

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AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSE

DAILY ENTERTAINMENT

Riverzedge, 40 South Main Street - 10/26/2017 (Live Band)

St. Ann Arts & Cultural Center, 84 Cumberland Street - 10/27, 11/26 & 12/9 (Live Band)

RENEWALS

CONSTABLE

Michael R. Caswell, 321 Walnut Hill Road

QUARTERLY ENTERTAINMENT

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

**Monday, October 2, 2017**

At a regular meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, October 2, 2017 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 moment of silence was observed for the victims of the Las Vegas shootings.

The following persons addressed the council under citizens good and welfare: Christopher McGeehan, Edward Tupper, Tamara Burman and Margaux Morisseau.

A motion is made by Councilman Brien seconded by Councilman Beauchamp that the minutes be approved as submitted, however, before this is voted on

Upon motion of Councilman Cournoyer seconded by Councilors Fagnant and Murray it is voted that the minutes of the regular meeting held September 18<sup>th</sup> be amended as follows: The motion on Ordinances 17-O-57 and 17-O-58 should be tabled, advertised for public hearing and referred to Planning Board for advice and recommendation.

17 M 16 From Mayor pursuant to Chapter IV Section 9 of the Home Rule Charter regarding veto message of ordinance 17-O-61 is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the communication be received and placed on file on a unanimous vote.

17 LC 38 Upon motion of Councilman Brien seconded by Councilwoman Murray it is voted that the following licenses be granted, a voice vote on same being unanimous: 2 applications for renewal of hotel Class D license, 1 application for renewal of laundry/dry cleaning license, 5 applications for renewal of quarterly entertainment license, 1 application for renewal of rooming house license and 1 application for renewal of second hand dealer license and also that 1 application for rooming house license be tabled.

17 CP 54 A request of Robin Salome, Vice President, Local 670 to address the City Council regarding addition of sodium silicofluoride to the City's public water system is read by title. Robin Salome addressed the Council.

17 CP 55 A request of Councilman Fagnant to address the following items: property taxes paid by Woonsocket Neighborhood Development Corporation, ordinance 16-O-103 August 1, 2016 and ordinance 17-O-52, marijuana cultivation and grow center in the City of Woonsocket, South Main Street sidewalk reconstruction done by the Department of Public Works construction workers, the 2017 Edward Byrne Memorial Justice Assistance Grant \$47,427 and 2014 H 6039 unfunded pension liability amending Section 8 of Chapter 10 \$90,000,000 pension bond fund is read by title.

17 CP 56 A request of Public Works Director to address the council regarding the Public Works Department is read by title. Director D'Agostino addressed the Council.

17 CP 57 A request of Councilman Cournoyer to address the following items: comments made by Garrett Mancieri and Councilman Fagnant at the September 18, 2017 council meeting regarding zoning board of review member Roland M. Michaud, amendments to the zoning ordinance, minimum housing violations and enforcement, motor vehicle tax refunds and staffing for adequate fire and emergency response (SAFER) grant is read by title.

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

17 R 107 A resolution granting permission to use city property is read by title, and

A motion is made by Councilman Fagnant that the resolution be tabled, however this motion died for lack of a second.

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

17 CP 58 A request of President Gendron to address the following items: motor vehicle tax refund and Landmark Hospital tax agreement is read by title.

17 CP 59 A request of Vice President Brien to address the following items: House Bill 5431B and Senate Bill 0290B the "Healthy and Safe Families and Workplaces Act" and exterior condition of 274 Main Street.

The following remarks are made under good and welfare:

Councilman Fagnant passed.

Councilwoman Murray spoke about comments made by Councilman Cournoyer regarding Garrett Mancieri and investments in the City. She congratulated Representative Morin for House Bill 5082.

Councilwoman Sierra passed.

President Gendron asked Director Plays to give Autumnfest update.

Councilman Beauchamp spoke about Eagle Scout ceremony for Edward Tupper he attended with fellow colleagues and thanked Mr. Tupper and his family for a job well done on the nature trail.

Councilman Brien spoke letter to the editor regarding conduct of council and board members. He congratulated Lorraine Leclerc for disposition of Broadway junkyard decision. He spoke about Gloria Gemma Breast Cancer awareness and urged everyone to get involved. On November 7<sup>th</sup> there will be a "Women Strong" Breast Cancer event.

Councilman Cournoyer responded to Councilwoman Murray's comments regarding Mr. Michaud's votes on zoning decisions. He gave time to Mayor Lisa Baldelli-Hunt who commented on Ms. Salome's address to the Council regarding sodium silicofluoride.

17 O 65 An ordinance in amendment of Code of Ordinances, Chapter 7 entitled "Building Regulations" which was passed for the first time on September 18th is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilman Beauchamp it is voted that the ordinance be tabled to October 16th, a voice vote on same being unanimous.

17 O 66 An ordinance amending Code of Ordinances, Appendix A entitled "Personnel Ordinance" Section 2.1 (a), which was passed for the first time on September 18<sup>th</sup>, is read by title, and

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

Upon motion of Councilman Beauchamp seconded by Councilman Cournoyer it is voted that the following two ordinances be tabled, advertised for hearing on November 6<sup>th</sup> and referred to the Planning Board for advice and recommendation:

- 17 O 57 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" regarding "Various technical changes".
- 17 O 58 An ordinance amending Chapter 12 entitled "Housing" Article XII entitled "Rooming Houses" and 13.37 of the Code of Ordinances entitled "Licensing of Rooming Houses".

- 17 O 67 An ordinance transferring funds (City Capital Fund) is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilwoman Murray it is voted that the ordinance be passed, however this motion is defeated on a 5-2 roll call vote with Councilors Beauchamp and Murray voting yes.

- 17 R 106 A resolution granting permission to use city property is read by title, and

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

- 17 R 108 A resolution authorizing the cancellation of certain taxes is read by title, and

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

- 17 R 109 A resolution granting permission to use city property is read by title, and

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

Upon motion of Councilman Beauchamp seconded by Councilman Fagnant it is voted that the meeting be and it is hereby adjourned at 10:12 P.M.

Attest:

Christina Harmon-Duarte

City Clerk

17 O 66

An ordinance amending Code of Ordinances, Appendix C entitled "Zoning" regarding "Various technical changes".



RECEIVED

OCT 12 2017

OFFICE OF THE MAYOR  
WOONSOCKET, RHODE ISLAND

October 12, 2017

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

Dear Madame Clerk:

Please accept this letter as my message of disapproval.

**MESSAGE OF DISAPPROVAL**

Pursuant to the provisions of Chapter IV, section 9 of the Woonsocket Home Rule Charter, I hereby VETO 17 0 66, as transmitted to me on October 3, 2017, for the reasons set forth below:

It is my duty as Mayor of this great City to uphold the provisions of the Woonsocket Home Rule Charter, which has been approved by the Citizens of this City and which is the governing document that spells out the powers, duties and structures of city government, the rights of its citizens, and has been approved by the Citizens of this City.

The Woonsocket Home Rule Charter specifically grants to the Mayor the power to act as the chief executive officer with respect to the day to day administrative powers and decision-making functions of city government. Chapter IV, section 2 of the Woonsocket Home Rule Charter, entitled "General Administrative Responsibilities" of the Mayor states: "The mayor shall be the chief executive and administrative officer of the City and shall be responsible for the administration and management of all offices, departments, and agencies except as otherwise provided by this charter".

In an obvious attempt to improperly seize executive power and improperly expand its legislative powers in violation of the provisions of the Woonsocket Home Rule Charter, the Woonsocket City Council has taken a provision of the Woonsocket Home Rule Charter out of context in an attempt to interfere with the day to day administrative powers of the Mayor with respect to the appointing authority for all permanent and temporary personnel and staff within the office of the City Clerk. The Mayor, who as the Elected

Executive Officer of the City, derives powers pursuant to the Woonsocket Home Rule Charter through the Executive Branch of Government.

The Ordinance passed by the Woonsocket City Council references, Chapter I, Section 5 of the Woonsocket Home Rule Charter, entitled "Exercise of Powers" which states: "All powers of the city shall be exercised in the manner prescribed by this charter or, if not so prescribed, then in such manner as shall be provided by ordinance or resolution of the council". Taken out of context, the Woonsocket City Council indicated in its Ordinance that since the City Charter does not explicitly prescribe who the appointing authority is for the staff employed within the office of the City Clerk, the City Council could provide by ordinance who the appointing authority should be for the staff employed within the office of the City Clerk.

The Woonsocket City Charter explicitly delegates the day to day administrative functions to the Mayor as the chief executive officer of the City since pursuant to Chapter IV, section 2 of the Charter, the Mayor as chief executive officer of the City is specifically granted general administrative responsibilities for the administration and management of all offices, departments, and agencies of the City.

Further, Chapter XVI, Article 3, section 1 of the Woonsocket Home Rule Charter entitled "Interference with Departments" specifically provides that: "No member of the council shall interfere, directly or indirectly, with the conduct of any department, or take any part in the appointment, promotion, or dismissal of any officer or employee in the service of the city, except insofar as is permitted under the provisions of this charter".

Therefore, the basis of the Woonsocket City Council's rationale that the Council can pass an ordinance in the absence of specifically granted powers is completely incorrect since the Charter specifically grants to the Mayor the powers as chief executive officer of the City to administer the day to day operations in the governing of the City and specifically prohibits the Council from interfering in that administration. The Council's improper attempt to usurp the Mayor's clear-cut authority with respect to the appointing authority for all permanent and temporary personnel and staff within the office of the City Clerk cannot withstand a rationale reading of the provisions of the Woonsocket Home Rule Charter.

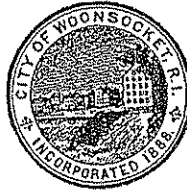
For the above-stated reasons, I hereby **DISAPPROVE** of 17 0 66.

  
Mayor Lisa Baldelli-Hunt

Date: 10.12.17

OCT 12 2017

City of Woonsocket  
Rhode Island



Ordinance  
Chapter

September 18, A.D. 2017

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

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

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

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

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

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

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

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

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

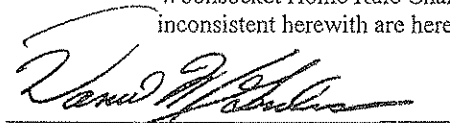
*"Appointing authority: The departmental director, person or group of persons having the power of appointment by virtue of the charter;"*


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

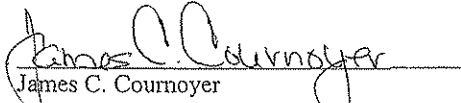
*"Appointing authority: The departmental director, person or group of persons having the power of appointment by virtue of the charter, as well as, with respect to the office of the City Clerk, the City Clerk shall be the appointing authority for all permanent and temporary personnel and staff that are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

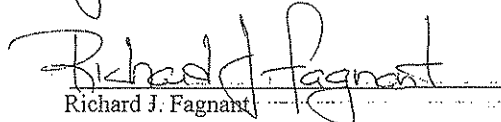
**SECTION 2.** The City Clerk shall deliver this Ordinance to the Mayor's office for action by the Mayor by no later than 4:00 pm on the first business day following the day on which this Ordinance is passed by the City Council.

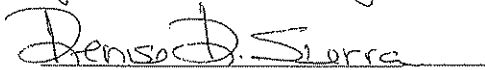
**SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

  
Daniel M. Gendron

  
Jon D. Brien

  
James C. Cournoyer

  
Richard J. Fagnant

  
Denise D. Sierra

IN CITY COUNCIL September 18, 2017 - Read by title and passed for the first time.

IN CITY COUNCIL October 2, 2017 - Read by title and passed.

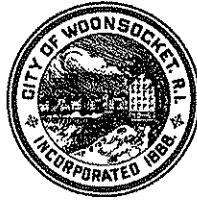
Witnessed, the City Clerk has duly and lawfully presented this Ordinance to the City Council for their action.

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Witnessed, the City Clerk has duly and lawfully presented this Ordinance to the City Council for their action.



17 M 18

OFFICE OF THE MAYOR  
WOONSOCKET, RHODE ISLAND

October 13, 2017

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

Dear Council Members:

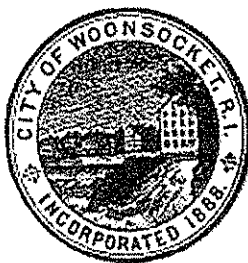
Pursuant to Chapter 2, Section 10 of the Home Rule Charter, I respectfully request to speak at the October 16, 2017, 2017 City Council meeting regarding the Mayor's Office.

Thank you for your consideration,

Sincerely,

Mayor Lisa Baldelli-Hunt

cc: Christina Duarte, City Clerk



**City of Woonsocket, Rhode Island**  
**WOONSOCKET PLANNING BOARD**  
 c/o Department of Planning & Development  
 City Hall • 169 Main Street • Post Office Box B  
 Woonsocket, Rhode Island 02895-4379

**RESPONSE TO REQUEST FOR ADVICE &  
 RECOMMENDATION FROM THE CITY COUNCIL**

**17-O-59 • In Amendment of the Code of Ordinances  
 of the City of Woonsocket, Rhode Island,  
 Appendix C, Entitled “Zoning” regarding  
 “Historic Structures Floating Overlay District”**

**I. STATEMENT OF PURPOSE:**

Regarding a proposed Amendment to the City of Woonsocket, Rhode Island’s Zoning Ordinance, as enacted December 19, 1994 and amended to January 4, 2017, the City Council of the City of Woonsocket, Rhode Island, pursuant to § 45-24-52 *Adoption – Review by planning board or commission* of the Rhode Island Zoning Enabling Act of 1991, and §17.2 *Planning Board Review and Recommendations* of the *Zoning Ordinance of the City of Woonsocket* has referred the above titled matter to the Woonsocket Planning Board, created by Chapter X Article 6 of the *Woonsocket Home Rule Charter*, in accordance with §§ “(e) *Submit an opinion on all proposed amendments to the city zoning ordinance, to the city council and the mayor, and report to the city council or to the mayor or any matter that may be referred to the planning board by the city council or by the mayor*” for advice and recommendation.

After a public hearing conducted by the Woonsocket Planning Board, at its meeting of October 3, 2017, which was duly advertised and posted in accordance with the Rhode Island Open Meetings Act (R.I.G.L. 42-46) and at which testimony was received on the above referenced matter, duly resolved, based by facts admitted in evidence, as follows:

## II. FINDINGS OF FACTS

That the subject matter was received by the Woonsocket City Council at their regular meeting of Tuesday, September 5, 2017, where it was received, placed on file, ordered advertised in accordance with R.I.G.L. 45-24-53, referred to the Woonsocket Planning Board and the Associate Director of the Rhode Island Department of Administration; all of which was accomplished.

That the Woonsocket Planning Board received an explanation of the purposed and effect of the proposed ordinance titled above from the City Planner/Administrative Officer and the staff of the Department of Planning & Development.

That the City Planner/Administrative Officer and staff of the Department of Planning & Development briefed the Planning Board on the compliance and consistency of the titled matter with the provisions of the Woonsocket Comprehensive Plan 2012 and the "*general purposes of zoning ordinances*" as outlined in R.I.G.L. 45-24-30 and §§1.2 & 1.3 of the Zoning Ordinance of the City of Woonsocket as enacted December 19, 1994 and amended to January 4, 2017, as follows:

- 1) *Promoting the public health, safety, and general welfare.*

The Board is satisfied that proposed ordinance change will provide a recognizable and effective method of expediting development approvals for historically and architecturally important structures in the city in a fair and equitable manner to all concerned.

- (2) *Providing for orderly growth and development that recognizes:*

- (i) *The goals and patterns of land use contained in the comprehensive plan of the city or town adopted pursuant to chapter 22.2 of this title;*

The Board is satisfied that the proposed amendment is consistent with the goals and patterns of land use contained in the Woonsocket Comprehensive Plan 2012 as recommended by the Planning Board of February 1, 2012, enacted by the Woonsocket City Council on April 4, 2012 and approved by the Director of the Rhode Island Department of Administration on April 24, 2012. The Board believes that the proposed Amendment promulgates the enactment of such legislation as consistent with the goals and objectives of the Plan by providing governance of such uses in a reasoned and responsible manner.

vii) *The use of innovative development regulations and techniques.*

The Planning Board is convinced that the proposed and acceptable approval of the reuse, rehabilitation, renovation, and restoration of structures important to the historical and architectural character of the community is an innovative use of development regulations and techniques to the betterment of the community.

- *(15) Providing for procedures for the administration of the zoning ordinance, including, but not limited to, variances, special-use permits, and, where adopted, procedures for modifications.*

The Planning Board is convinced that the proposed amendment establishes a reasoned and responsible series of procedures under the provisions of the Zoning Ordinance to protect individual rights under the Act and provide for community-wide input into the regulatory process.

- That the Woonsocket Planning Board agrees with the recommendations of the City Planner/Administrative Officer and the staff of the Department of Planning & Development in these conclusions.
- That no remonstrants appeared before the Woonsocket Planning Board to address the titled matter.

MOTION made by Member Capwell and seconded by Member Crisafulli that in accordance with the procedures for Amendments to the Zoning Ordinance of the City of Woonsocket, Rhode Island, the Woonsocket Planning Board hereby finds the proposed Amendment entitled *“In Amendment of the Code of Ordinances of the City of Woonsocket, R.I. Appendix C, Entitled “Zoning” regarding “Historic Structures Floating Overlay District”* is consistent with Woonsocket Comprehensive Plan Amendment 2012 and the General Purposes of Zoning Ordinances as contained in R.I.G.L. 45-24-30.

Vote on the Motion:

Member Capwell	Yes
Secretary Crisafulli	Yes
Vice-Chairman Finlay	Yes
Member Pratt	Yes
Chairman Sargent	Yes

Vote: 5-0-0 Motion Passes

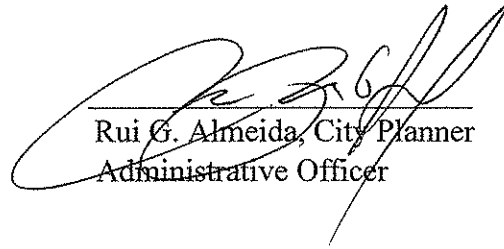
### **III. CERTIFICATION:**

This is to certify that the above statement of *Finding of Facts & Decision* reflects the action of the Woonsocket Planning Board at their regularly scheduled meeting of October 3, 2017, a quorum being present throughout, in accordance with *R.I.G.L. §45-24-52* and *§17.2* of the *Zoning Ordinance of the City of Woonsocket, Rhode Island*, As Amended. This is true and accurate recording of such action and is intended to be a part of the official record of the Woonsocket Planning Board.

Certified:



George Sargent, Chairman  
Woonsocket Planning Board



Rui G. Almeida, City Planner  
Administrative Officer

Dated: October 6, 2017 at Woonsocket, R.I.



P-401-767-9201 F-401-766-9312

✉ jdesimone@woonsocketri.org

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

October 11, 2017

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

RE: Claim for Property Damage of Michael Renzi  
81 Rome Avenue, Woonsocket, RI 02895

Dear Councilors:

This claim for property damage arises out of an incident that occurred on September 14, 2017. Mr. Renzi's 2014 Hyundai Sonata sustained damage to the driver-side rear quarter after being struck by a City Police vehicle.

The State of Rhode Island Uniform Crash report was submitted along with two repair estimates. The first was from Tasca Collision Center in the amount of \$1,075.54 and the second from First Auto Group in the amount of \$1,050.00. I am requesting approval for payment in the amount of \$1,050.00 to cover the cost for the repair to be performed at First Auto Group.

I welcome any questions you might have regarding this matter.

Sincerely,



John J. DeSimone, Esq.  
City Solicitor

JJD/ps  
Attachments

# STATE OF RHODE ISLAND UNIFORM CRASH REPORT

Reporting Agency Name <b>Woonsocket</b>		Report Number <b>17-835-AC</b>		Crash Date <b>09/14/2017</b>		Crash Time <b>13:46</b>		Walk In Report <input type="checkbox"/>		Parking Lot <input type="checkbox"/>	
City or Town Name <b>Woonsocket</b>		Street or Highway <b>985 PARK AVE</b>		<input type="checkbox"/> On Ramp <input type="checkbox"/> Off Ramp		Exit # <b>2</b>		# of Lanes <b>25</b>		Posted Speed Limit <input type="checkbox"/> N/A <input type="checkbox"/> Unk	
Nearest Intersection Street		Direction From Nearest Intersection to Crash Site <input checked="" type="checkbox"/> At Inter. <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West		Distance From Nearest Inter. <input type="checkbox"/> Feet <input type="checkbox"/> Miles		Latitude <b>0.01</b>		Longitude <b>-0.01</b>			
Unit ID <b>1</b>	Driver's Last Name <b>OATES</b>	First Name <b>THOMAS</b>	M.I. <b></b>	DOB <b></b>	Unit ID <b>2</b>	Driver's Last Name <b>RENZI</b>	First Name <b>MICHAEL</b>	M.I. <b></b>	DOB <b></b>		
Address <b>242 CLINTON ST</b>		City <b>WOONSOCKET</b>		Address <b>81 ROME AVE 1</b>		City <b>WOONSOCKET</b>					
State <b>RI</b>	Zip <b>02895</b>	Home Phone <b></b>	Cell Phone <b></b>	Work Phone <b></b>	State <b>RI</b>	Zip <b>02895</b>	Home Phone <b></b>	Cell Phone <b></b>	Work Phone <b></b>		
Driver's License # <b>7203920</b>		<input type="checkbox"/> CDL		Lic. State <b>RI</b>	Driver's License # <b>2571448</b>		<input type="checkbox"/> CDL		Lic. State <b>RI</b>		
M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>	M/V Violation <b></b>		
Driver/Owner Same <input type="checkbox"/>	Owner's Last Name <b>CITY OF WOONSOCKET</b>		First Name <b>NFN</b>	M.I. <b></b>	Driver/Owner Same <input checked="" type="checkbox"/>	Owner's Last Name <b></b>		First Name <b></b>	M.I. <b></b>		
Address <b>242 CLINTON ST</b>		City <b>WOONSOCKET</b>		Address <b></b>		City <b></b>					
State <b>RI</b>	Zip <b>02895</b>	Home Phone <b></b>	Cell Phone <b></b>	Work Phone <b></b>	State <b></b>	Zip <b></b>	Home Phone <b></b>	Cell Phone <b></b>	Work Phone <b></b>		
Insurance Company Name <b>THE TRUST</b>		<input type="checkbox"/> No Ins.		Insurance Policy Number <b>2017-2018</b>	Insurance Company Name <b>AMICA</b>		<input type="checkbox"/> No Ins.		Insurance Policy Number <b>98013820TF</b>		
Hit And Run <input type="checkbox"/> Yes, M/V & Driver Left Scene <input type="checkbox"/> Yes, Driver Left Scene <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk				Hit And Run <input type="checkbox"/> Yes, M/V & Driver Left Scene <input type="checkbox"/> Yes, Driver Left Scene <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk							
Registration# <b>395027</b>	<input type="checkbox"/> Not Reg.	State <b>RI</b>	Yr Reg. <b></b>	VIN <b>1FM5K8D83GGA52816</b>	Registration# <b>JU310</b>	<input type="checkbox"/> Not Reg.	State <b>RI</b>	Yr Reg. <b>2017</b>	VIN <b>5NPEC4AB8EH892755</b>		
Veh Yr. <b>2016</b>	Make <b>FORD</b>	Model <b>EXPLORER</b>	Color <b>GRAY</b>	Plate Type <b>PC</b>	Veh Yr. <b>2014</b>	Make <b>HYUNDAI</b>	Model <b>SONATA</b>	Color <b>BLUE</b>	Plate Type <b>PC</b>		
Vehicle Travel Direction <input checked="" type="checkbox"/> Eastbound <input type="checkbox"/> Westbound <input type="checkbox"/> Not on Roadway <input type="checkbox"/> Unk				Vehicle Travel Direction <input checked="" type="checkbox"/> Northbound <input type="checkbox"/> Southbound <input type="checkbox"/> Eastbound <input type="checkbox"/> Westbound <input type="checkbox"/> Not on Roadway <input type="checkbox"/> Unk							
Vehicle Towed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Towing Company Name <b></b>		Haz Mat Placard? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Vehicle Towed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Towing Company Name <b></b>		Haz Mat Placard? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**Person Type**

1 Driver	4 Bicyclist	7 Other Ped. (Wheelchair, Person in Building, Skater, Ped Conveyance, etc.)	9 Occupant of Non-Motor Veh Transportation Device
2 Passenger	5 Other Cyclist	8 Occupant of Motor Veh. not in Transport (Parked, etc.)	10 Unknown Type of Non-Motorist
3 Pedestrian	6 Witness		11 Unknown

Unit ID	Sex	Seat Position	Other Location	Air Bag Deployed	Ejected	Protection System	Injury
1 Unit 1	M Male	13 Other Row (Bus)	17 N/A	1 N/A	1 No	1 N/A	1 Complaints of Pain
2 Unit 2	F Female	14 Unk. Row	18 Sleeper	2 No	2 Partially	2 None Used	2 Non-Incapacitating
3 (etc.)	U Unk.	15 Other Seat	19 Other Enclosed Area	3 Front	3 Totally	3 Shoulder & Lap	3 Incapacitating
or N/A		16 Unk. Seat	20 Other Unenclosed Area	4 Side	4 N/A	4 Shoulder Only	4 Fatal
			21 Towed Unit		5 Unk.	5 Lap Only	5 No Injury
			22 Unknown			6 Type Unknown	6 Unknown
						7 Child - Forw. Facing	
						8 Child - Rear Facing	
						9 Booster Seat	
						10 Child - Unk	
						11 Helmet Used	
						12 Other	
						13 Unk.	

Name: Occupants - Witnesses - Pedestrians - Bicylists	Person Type	Unit ID	Sex	DOB	Seat Pos.	Air Bag Deployed	Ejected	Prot. System	Injury	Trans by Rescue
<b>OATES, THOMAS</b>	<b>1</b>	<b>1</b>	<b>M</b>	<b></b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>5</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
<b>RENZI, MICHAEL</b>	<b>1</b>	<b>2</b>	<b>M</b>	<b></b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>5</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
										<input type="checkbox"/> Y <input type="checkbox"/> N

**Non-Vehicle Property Damage** ☐ State Property ☐ City/Town Property ☐ Private Property

Owner  Address

Home Phone  Cell Phone  Work Phone  Damage Description

Reporting Officer Name <b>Patrol Officer Patrick T McGourty</b>	Reporting Officer Badge Number <b>69</b>	Report Date <b>09/14/2017</b>
--	---	----------------------------------

# STATE OF RHODE ISLAND UNIFORM CRASH REPORT CODING GUIDE

## 1 Type of Roadway

- 1 Two-Way, Not Divided (No Median or Barrier)
- 2 Two-Way, Not Divided with Continuous Left Turn Lane
- 3 Two-Way, Divided, Uprotected (painted >4 feet) Median
- 4 Two-Way, Divided, Positive Median Barrier
- 5 One-Way, Trafficway
- 6 Unknown

## 1 Road Surface Condition (Prevailing)

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

## 1 Light Condition (Prevailing)

- 1 Daylight
- 2 Dawn
- 3 Dusk
- 4 Dark - Lighted
- 5 Dark - Not Lighted
- 6 Dark - Unknown Lighting
- 7 Other
- 8 Unknown

## 1 Weather Condition (Prevailing)

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

## 6 Manner of Impact

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

### School Bus Related Crash?

(Directly Involved Indicates Contact was made)

- ☐ Yes, Directly Involved ☒ No
- ☐ Yes, Indirectly Involved

## Traffic Controls

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

## Pre-Crash Traffic Controls Malfunctioning, Damaged or Missing?

- ☐ Yes ☒ No ☐ N/A

## Construction Zone Crash?

(Crash Occurs in or Related to Construction, Maintenance, or Utility Work Zone. May include Vehicles Slowed or Stopped because of Work Zone)

- ☐ Yes ☒ No

## Construction Workers Present?

- ☐ Yes ☒ No

## Contributing Circumstances Environment

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

1st

2nd

3rd

## Contributing Circumstances Road

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

1st

2nd

3rd

## 2 Vehicle #1

- 1 Passenger Car
- 2 (Sport) Utility Vehicle
- 3 Passenger Van
- 4 Cargo Van (10K lbs [4,536 kg] or less)
- 5 Pickup

## Unit Types

- 6 Motor Home
- 7 School Bus
- 8 Transit Bus
- 9 Motor Coach
- 10 Other Bus
- 11 Motorcycle
- 12 Moped
- 13 Low Speed Vehicle
- 14 Other Light Trucks (10K lbs [4,536 kg] or less)
- 15 Tractor Trailer or Combination (More than 10K lbs [4,536kg])
- 16 Medium/Heavy Trucks (More than 10K lbs [4,536 kg])

## Vehicle #2

- 17 Tow Truck
- 18 Pedestrian
- 19 Bicyclist
- 20 Witness
- 21 Other

## Vehicle #1

- ☐ Yes ☒ No

Does this Vehicle have Seats to Transport 9 or more people, including the Driver's Seat?

## Vehicle #2

- ☐ Yes ☒ No

## Vehicle #1

- ☐ Yes ☒ No

Was this Vehicle in Tow?

## Vehicle #2

- ☐ Yes ☒ No

## 6 Vehicle #1

- 1 No Special Function
- 2 Taxi

## Special Function Vehicle

- 3 Vehicle Used as School Bus
- 4 Vehicle Used as Other Bus

- 5 Military
- 6 Police

- 7 Ambulance
- 8 Fire Truck

- 9 Unknown

Report Number  
17-835-AC

## STATE OF RHODE ISLAND UNIFORM CRASH REPORT CODING GUIDE

Vehicle #1 ☐ Yes ☒ No ☐ Unk. Police, Ambulance or Fire Truck Responding to a Call? Vehicle #2 ☐ Yes ☒ No ☐ Unk.

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

2 Vehicle #1 Extent of Damage Vehicle #2 2  
1 No Damage Observed 2 Minor Damage (<= \$1,000) 3 Functional Damage (> \$1,000) 4 Disabling Damage (> \$1,000)

13 Vehicle #1 Most Harmful Event Vehicle #2 13

Non-Collision: Collision with Person, Motor Veh., or Non-Fixed Object:

Collision with Fixed Object:

- |                               |                                    |                                    |  |
|-------------------------------|------------------------------------|------------------------------------|--|
| 1 Overturn/Rollover           | 9 Pedestrian                       | 16 Impact Attenuator/Crash Cushion | 28 Tree (Standing)                                   |
| 2 Fire/Explosion              | 10 Pedalcycle                      | 17 Bridge Overhead Structure       | 29 Landscaping                                       |
| 3 Immersion                   | 11 Railway Vehicle (Train, Engine) | 18 Bridge Pier or Support          | 30 Utility Pole (Elec/Tele)/Light Support            |
| 4 Jackknife                   | 12 Animal                          | 19 Bridge Rail                     | 31 Highway Lighting/Light Standard                   |
| 5 Cargo/Equip. Loss or Shift  | 13 Motor Vehicle in Transport      | 20 Culvert                         | 32 Traffic Sign/Support                              |
| 6 Fell/Jumped from Motor Veh. | 14 Work Zone/Maintenance Equipment | 21 Curb                            | 33 Traffic Signal/Support                            |
| 7 Thrown or Falling Object    | 15 Other Non-Fixed Object          | 22 Ditch                           | 34 Traffic Control Box                               |
| 8 Other Non-Collision         |                                    | 23 Embankment                      | 35 Variable Message Board/Arrow Board                |
|                               |                                    | 24 Guardrail Face                  | 36 Other Post, Pole, or Support                      |
|                               |                                    | 25 Guardrail End                   | 37 Fence   |
|                               |                                    | 26 Jersey/Concrete Traffic Barrier | 38 Mailbox   |
|                               |                                    | 27 Other Traffic Barrier           | 39 Other Fixed Object (Wall, Building, Tunnel, etc.) |
|                               |                                    |                                    | 40 Unknown - Most Harmful Event                      |

6 Vehicle #1 Vehicle Action Prior Vehicle #2 1

- 1 Movements Essentially Straight Ahead  
2 Backing  
3 Changing Lanes  
4 Overtaking/Passing  
5 Turning Right

- 6 Turning Left  
7 Making U-Turn  
8 Leaving Traffic Lane  
9 Entering Traffic Lane  
10 Slowing

- 11 Negotiating a Curve  
12 Parked  
13 Stopped in Traffic  
14 Other  
15 Unknown

12 Vehicle #1 Initial Impact Area Clock Diagram or Most Damaged Area Vehicle #1

12 Vehicle #2 Initial Impact Area Clock Diagram or Most Damaged Area Vehicle #2 7

Passenger Car

Motorcycle

Passenger Car W/Trailer

Tractor Trailer

Bus

# STATE OF RHODE ISLAND UNIFORM CRASH REPORT CODING GUIDE

1st	Vehicle #1	Sequence of Events	Vehicle #2	1st
13	<b>Non-Collision:</b> 1 Overturn/Rollover 2 Fire/Explosion 3 Immersion 4 Jackknife 5 Cargo/Equipment Loss or Shift 6 Fell/Jumped from Motor Veh. 7 Thrown or Falling Object 8 Other Non-Collision <b>Collision with Person, Motor Veh., or Non-Fixed Object:</b> 9 Pedestrian 10 Pedalcycle 11 Railway Vehicle (Train, Engine) 12 Animal 13 Motor Vehicle in Transport 14 Work Zone/Maintenance Equipment 15 Other Non-Fixed Object	16 Impact Attenuator/Crash Cushion 17 Bridge Overhead Structure 18 Bridge Pier or Support 19 Bridge Rail 20 Culvert 21 Curb 22 Ditch 23 Embankment 24 Guardrail Face 25 Guardrail End 26 Jersey/Concrete Traffic Barrier 27 Other Traffic Barrier 40 Unknown - Sequence of Events	<b>Collision with Fixed Object:</b> 28 Tree (Standing) 29 Landscaping 30 Utility Pole (Elec/Tele)/Light Support 31 Highway Lighting/Light Standard 32 Traffic Sign/Support 33 Traffic Signal/Support 34 Traffic Control Box 35 Variable Message Board/Arrow Board 36 Other Post, Pole, or Support 37 Fence 38 Mailbox 39 Other Fixed Object (Wall, Building, Tunnel, etc.)	13
2nd				2nd
3rd				3rd
4th				4th

1	Driver Vehicle #1	Driver Distracted	Driver Vehicle #2	1
	1 Not Distracted 2 Electronic Communications Devices (Cell Phone, Pager, etc.) 3 Other Electronic Devices (Navigation Device, Palm Pilot, etc.)	4 Other Inside the Vehicle 5 Other Outside the Vehicle 6 Unknown		

1	Driver Vehicle #1	Physical Condition of Driver	Driver Vehicle #2	1
	1 Apparently Normal 2 Emotional (Depressed, Angry, Disturbed, etc.) 3 Ill (Sick)	4 Fell Asleep, Fainted, Fatigued, etc. 5 Under the influence of medications/drugs/alcohol 6 Unknown		

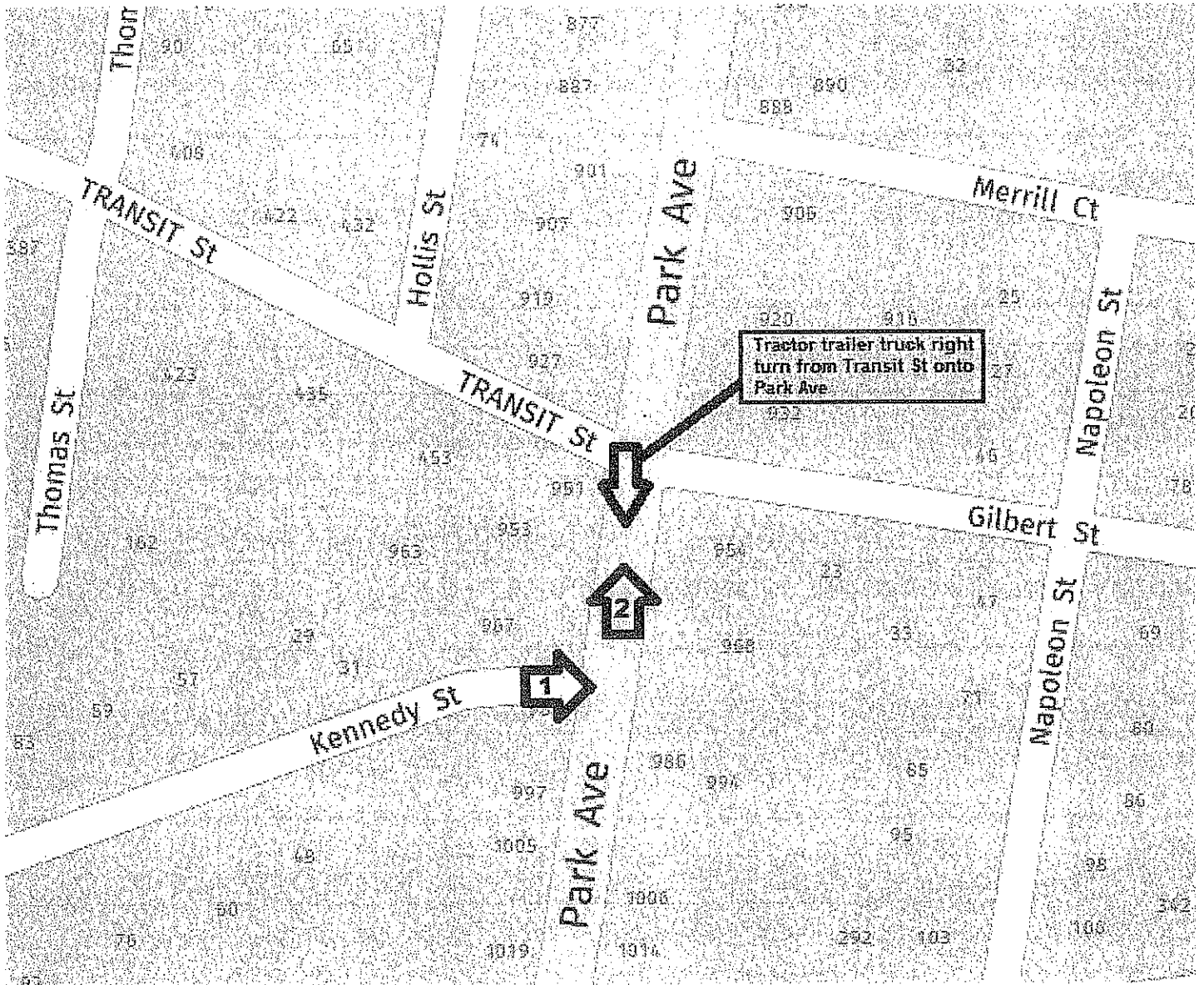
1st	Non-Motorist Safety Equipment		1st
	1 None 2 Helmet 3 Protective Pads Used (Elbows, Knees, Shins, etc.) 4 Reflective Clothing (Jacket, Backpack, etc.)	5 Lighting 6 Other 7 N/A 8 Unknown	
2nd			2nd

Alcohol and/or Drug Testing			
Driver Vehicle #1	Chemical Test	Driver Vehicle #2	Alcohol Test Result
Alcohol <input checked="" type="checkbox"/> Drug <input checked="" type="checkbox"/> None Given <input type="checkbox"/> <input type="checkbox"/> Test Refused <input type="checkbox"/> <input type="checkbox"/> Unknown if Tested <input type="checkbox"/> <input type="checkbox"/> Blood <input type="checkbox"/> <input type="checkbox"/> Urine <input type="checkbox"/> <input type="checkbox"/> Serum <input type="checkbox"/> <input type="checkbox"/> Other <input type="checkbox"/> <input type="checkbox"/> Breath	Alcohol <input checked="" type="checkbox"/> Drug <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> BAC <input type="checkbox"/> Pending <input type="checkbox"/> Unknown	Driver Vehicle #1 Driver Vehicle #2 Drug Test Result <input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Awaiting Test Result

Report Number  
**17-835-AC**

**STATE OF RHODE ISLAND UNIFORM CRASH REPORT**  
***Narrative/Diagram Supplemental***

(1) On 09/14/17 at 1346 hrs I responded to the intersection of Park Ave and Kennedy St for a motor vehicle accident. I was advised that both vehicles had pulled onto Gilbert St, as to not hinder the flow of traffic. Upon arrival I determined that there were no injuries. I spoke with the operator of Vehicle # 1(V1) who stated that he was on Kennedy St, making a left turn onto Park Ave. A tractor trailer truck that was traveling south on Park Ave had stopped to allow V1 to pull off of Kennedy St. Operator of V1 stated that he looked to his right and did not see any traffic coming. He again looked left to ensure that the tractor trailer was still stopped. As V1 pulled onto Park Ave, the front bumper of V1 caught the left rear quarter of V2. I observed minor damage to both vehicles. V2 stated that he was traveling north on Park Ave. V2 stated that there was heavy traffic and did not see V1 attempting to pull onto Park Ave from Kennedy St.



September 30,2017

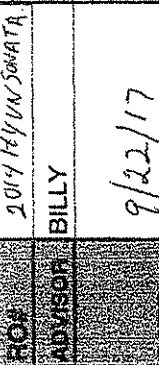
Dear Mr Ferguson,

Thank you for speaking with me last week in reference to the motor vehicle accident involving my son Michael on 9/14/2017. Also thank you in advance for your help resolving this. I wanted to stop in or have Michael drop this paperwork off at City Hall. Because of work schedules we were not able to make it in. I decided to mail them in case we are not able to get there again during this coming week. If you could, please pass them on to the appropriate dept. We are hoping to be in contact again soon. I informed Kayla from Amica Ins. that I was in contact with you, so she would know that we spoke. Please feel free to call myself or Kayla.

Sincerely, Kenneth Renzi

Ken Renzi  
81 Rome Ave  
Woonsocket RI 02895-1434

Home phone (401) 769-4871  
Cell (401) 241-1203



Randy, Michael

[illegible]



## Tasca Collision Center North

"You Will Be Satisfied"

114 Fortin Drive, Woonsocket, RI 02895

Phone: (401) 769-3000

FAX: (401) 766-1727

Workfile ID: 3e1f4aea  
Federal ID: 47-3206300  
License Number: 422

### Preliminary Estimate

**Customer: REZI, MIKE**

**Job Number:**

Written By: JOHN O'NEILL JONEILL@TASCA.COM

Insured: REZI, MIKE  
Type of Loss:  
Point of Impact: 07 Left Rear

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
REZI, MIKE  
(401) 787-6999 x6 Cell

**Inspection Location:**  
Tasca Collision Center North  
114 Fortin Drive  
Woonsocket, RI 02895  
Repair Facility  
(401) 769-3000 Business

**Insurance Company:**

### VEHICLE

2014 HYUN Sonata SE Automatic 4D SED 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

VIN: 5NPEC4AB8EH892755	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

#### TRANSMISSION

Automatic Transmission  
Overdrive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat

#### DECOR

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control  
Backup Camera w/Parking Sensors  
**RADIO**  
AM Radio  
FM Radio

Stereo  
Search/Seek  
CD Player  
Auxiliary Audio Connection  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Communications System  
Hands Free Device  
**SEATS**  
Bucket Seats

Leather Seats  
Heated Seats  
**WHEELS**  
Aluminum/Alloy Wheels  
**PAINT**  
Clear Coat Paint  
**OTHER**  
Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Signal Integrated Mirrors  
Power Trunk/Gate Release

# Preliminary Estimate

Customer: REZI, MIKE

Job Number:

2014 HYUN Sonata SE Automatic 4D SED 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>QUARTER PANEL</b>					
2	*	Rpr LT Quarter panel				1.0	2.4
3		Add for Clear Coat					1.0
4		R&I LT Wheelhouse liner				0.3	
5		R&I Fuel door from 2/05/13				0.6	
6		Blnd Fuel door from 2/05/13					0.2
7	*	Rpr LT Quarter Back glass				0.3	
8		<b>REAR LAMPS</b>					
9		R&I RT Tail lamp assy				0.4	
		Note: NEEDED FOR BUMPER R&I					
10		R&I LT Tail lamp assy				0.4	
		Note: NEEDED FOR BUMPER R&I					
11		<b>REAR BUMPER</b>					
12	* <>	Rpr Bumper cover				1.5	2.4
13		Overlap Major Non-Adj. Panel					-0.2
14		Add for Clear Coat					0.4
15		O/H bumper assy				2.8	
16	#	Carry Clear Coat Rt Sail Panel		1			0.6
17		<b>MISCELLANEOUS OPERATIONS</b>					
18	#	Rpr Color tint				0.5	
19	#	Flex additive		1	18.00 T		
20	#	Subl Hazardous waste removal		1	4.00		
21	#	Rpr Denib & polish				0.5	
22	#	Repl Corrosion protection		1	8.00	0.3	
23	#	CAR COVER		1	5.00	0.5	
24	#	MASK JAMS		1		0.5	
25	#	MITCHELL REFINISH GUIDE		1	45.00		
<b>SUBTOTALS</b>					<b>80.00</b>	<b>9.6</b>	<b>6.8</b>

**Preliminary Estimate**

**Customer: REZI, MIKE**

**Job Number:**

2014 HYUN Sonata SE Automatic 4D SED 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				62.00
Body Labor	9.6 hrs	@	\$ 48.00 /hr	460.80
Paint Labor	6.8 hrs	@	\$ 48.00 /hr	326.40
Paint Supplies	6.8 hrs	@	\$ 30.00 /hr	204.00
Miscellaneous				18.00
Subtotal				1,071.20
Sales Tax	\$ 62.00	@	7.0000 %	4.34
<b>Grand Total</b>				<b>1,075.54</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>1,075.54</b>

PURSUANT TO RHODE ISLAND LAW, THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY TO COMPLETE REPAIRS TO A MOTOR VEHICLE; AND AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

FOR ANY VEHICLE THAT IS LESS THAN THIRTY (30) MONTHS BEYOND THE DATE OF MANUFACTURE, RHODE ISLAND LAW ENTITLES THE VEHICLE OWNER TO ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF A MOTOR VEHICLE BODY REPLACEMENT PART. THIS ESTIMATE WILL INDICATE IF/WHEN AFTERMARKET BODY PARTS ARE SPECIFIED.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## Preliminary Estimate

**Customer: REZI, MIKE**

**Job Number:**

2014 HYUN Sonata SE Automatic 4D SED 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 9/15/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

\*\*\*\*\* LICENSE APPLICATION\*\*\*\*\*

17 LC 39

CITY CLERK'S OFFICE  
WOONSOCKET, RI 02895  
**ROOMING HOUSE  
CLASS C**

16

DATE **September 18, 2017**

LICENSE FEE: **\$45.00**

Mr. William Allen c/o L'il Archie's

~~of 724 Park Avenue~~


233 North MAIN ST

respectfully prays

to hold a **ROOMING HOUSE LICENSE** to expire on **NOVEMBER 30, 2017**

✓ Phone Number: 401 641 6941

✓ Mail License to: 724 PARK AVE  
WOONSOCKET RI  
02895

✓   
Signature of Applicant

✓ William J. Allen  
Print Name

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

In City Council

In City Council

10/2/2017  
READY FOR  
IN CITY  
COUNCIL  
10/16/17

Read and ordered advertised.

Petition

Date Paid:

9/18/2017  
CHK # 584  
\$45.00

Date Issued:

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSE

DAILY ENTERTAINMENT

Riverzedge, 40 South Main Street - 10/26/2017 (Live Band)

St. Ann Arts & Cultural Center, 84 Cumberland Street - 10/27, 11/26 & 12/9 (Live Band)

RENEWALS

CONSTABLE

Michael R. Caswell, 321 Walnut Hill Road

QUARTERLY ENTERTAINMENT

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

October 2, 2017

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

**Subject: September 2017 Odor Report**

Dear Councilors,

There was one odor complaint filed with the Woonsocket Regional Wastewater Commission during the month of September 2017. The annual total stands at twenty-one (21).

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

I've attached graphs of monthly odor complaints received since January of 2014 and yearly complaints received since 2008. I've also attached the monthly odor complaint log which outlines the details of the complaints as well as the possible or probable root causes.

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

Respectfully,

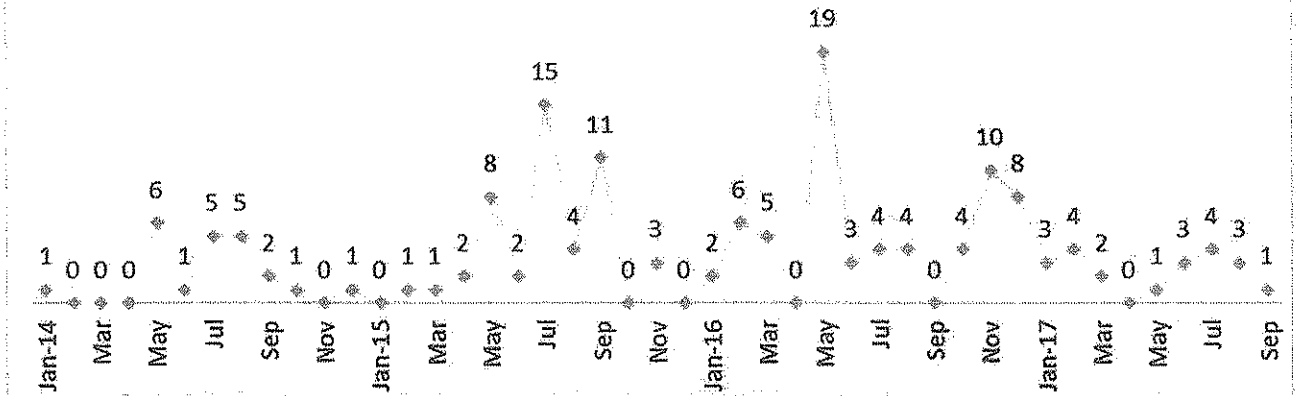


Jim Lauzon  
CH2M Project Manager

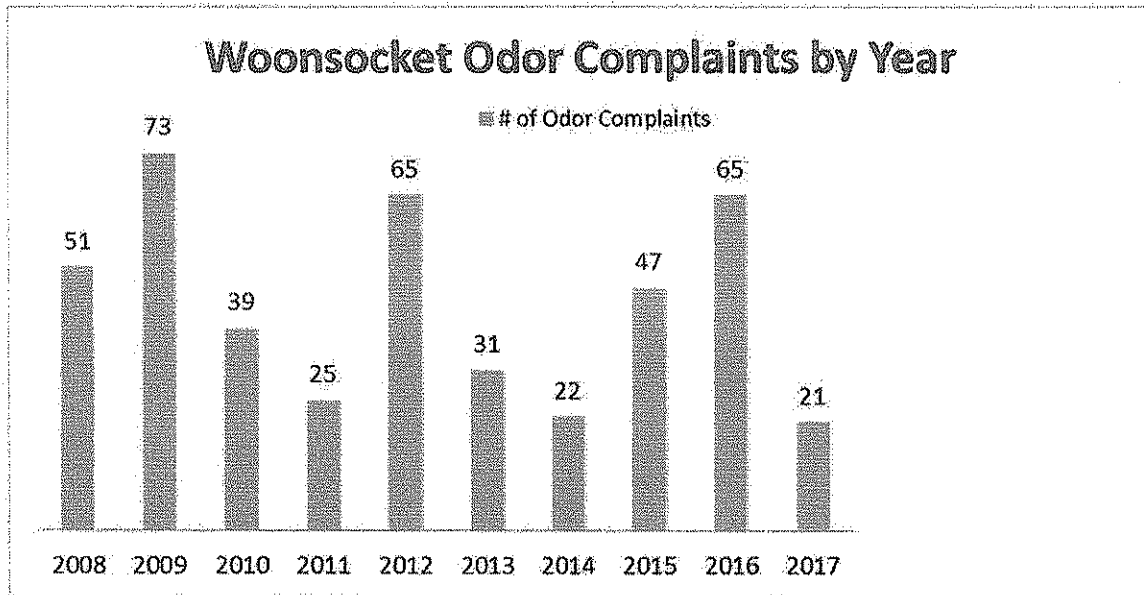
cc: Steve D'Agostino, City of Woonsocket  
Jon Pratt, City of Woonsocket  
Christina Duarte, City of Woonsocket  
Kevin Handley, Synagro Assistant Plant Manager  
Nick Quigley, Synagro Plant Manager  
Alex Pinto, RIDEM, Office of Water Resources  
Laurie Grandchamp, RIDEM, Office of Air Resources  
Chris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

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

## Woonsocket Odor Complaints by Month



## Woonsocket Odor Complaints by Year





Odor Complaint Monthly Completed Work Order Summary-WOO

Printed: 10/2/2017 3:50 AM

**Report Criteria**

- ☒ Complete is between '9/1/2017' AND '9/30/2017'
- ☒ Repair Center is Woonsocket
- ☒ Problem is Odor Complaint, Odor Complaints or Odor Complaints

(UDF Field 6 Not Specified)

Date/Time of Complaint:

Work Order #: WOO-1163108

Customer Name: Joe Brillion

City:

Address:

Reason:

Labor Report:

Joe Brillion told the City Council that his calls to the odor hotline are being ignored and that he's called a number of times in the past and the line doesn't seem to be working. Mr Brillion visited the WWTF the day after attending the council meeting. Director D'Agostino, WWTF Superintendent Lauzon and Syngro plant manager Quigley met with him to hear his concerns. He stated his calls to the hotline were not going through or being responded to. We had Mr Brillion try calling the number and it didn't go through. Director D'Agostino tried and was successful. He stated the cake garage was poorly designed and he believes trucks are removing their tarps before they are in the garage/before the garage doors are closed.

Wind Direction:

Wind Speed:

Temperature:

10/6/17

To Whom It May Concern,

I am formally requesting to speak to the city Council regarding our project on 122 N. Main Street.

My intentions in speaking to the council is to provide detail on the project, its benefits for the city and the challenges we are experiencing in getting this project approved to build.

We would like to have a dialogue with the City Council on getting this project completed in a manner that is mutually beneficial to all parties.

Cordially,

John Messier

Manager 122 N. Main LLC

401-480-8198

Steven D'Agostino  
Director



Lisa Baldelli-Hunt  
Mayor

Department of Public Works  
Woonsocket Rhode Island

October 12, 2017

Christina Harmon-Duarte  
City Clerk  
City of Woonsocket  
P.O. Box B  
Woonsocket, RI 02895

Dear Madame Clerk;

I would like permission to address the City Council in regards to the Public Works Department.

Sincerely,

Steven P. D'Agostino  
Director of Public Works

Denise Sierra  
292 Gaskill Street  
Woonsocket, RI 02895

October 11, 2017

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

RE: October 16, 2017 City Council Agenda Items

Dear Madam Clerk:

Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the October 16, 2017 meeting, please be advised that I would like to address the following:

1 – I General Assembly Bill 5413B and how it effects business

Thank you.

Denise Sierra



# **CITY OF WOONSOCKET RHODE ISLAND**

**MAKE WOONSOCKET GREAT AGAIN**

**LEGISLATIVE DEPARTMENT**

**CELL (401) 309-9288**

**CITY COUNCILMAN**

**88 COE STREET**

**RICHARD J. FAGNANT**

**WOONSOCKET, RI. 02895**

**EMAIL: [fagnantcouncilman2016@cox.net](mailto:fagnantcouncilman2016@cox.net)**

**OCTOBER 11, 2017**

**CITY CLERK MS. CHRISTINA HARMON-DUARTE**

**RE: OCTOBER 16, 2017 CITY COUNCIL MEETING**

**DEAR MADAME CLERK;**

**I RESPECTFULLY REQUEST THAT THE FOLLOWING ITEMS BE LISTED ON THE AGENDA OF THE BELOW REFERENCED CITY COUNCIL MEETING ON OCTOBER 16, 2017 UNDER SECTION 10, COMMUNICATIONS AND PETITIONS.**

- 1. PRESS RELEASES FROM ALL DEPARTMENTS INCLUDING THE MAYOR'S OFFICE**
- 2. THE ADDITION OF SODIUM SILICOFLOURIDE IN THE CITY'S DRINKING WATER**
- 3. 17 MILLER LANE BID PROPOSAL DUE ON OCTOBER 3, 2017 TO DEMOLISH THIS RESIDENCE**
- 4. 471 ELM STREET AND REED AVENUE CITIZEN COMPLAINT DANGER ISSUE PULLING OUT OF STREET AT CORNER**
- 5. VEHICLE ASSIGNED TO TAX ASSESSOR 2014 CHEVY GEO AND OTHER VEHICLES IN THE CITY FLEET**
- 6. VEHICLE TAX REFUNDS DUE OUR CITIZENS FROM RECENT OVER PAYMENTS WITH A SPRING DELIVERY.**

**RESPECTFULLY**

**RICHARD J. FAGNANT WOONSOCKET CITY COUNCILMAN**

**James Cournoyer  
183 Glen Road  
Woonsocket, RI 02895**

October 11, 2017

City of Woonsocket

Attention: Ms. Christina Duarte – City Clerk

169 Main Street

Woonsocket, RI

02895

Delivered via email to [cduarte@woonsocketri.org](mailto:cduarte@woonsocketri.org)

**RE: October 16, 2017 City Council Agenda Items**

Dear Madam Clerk:

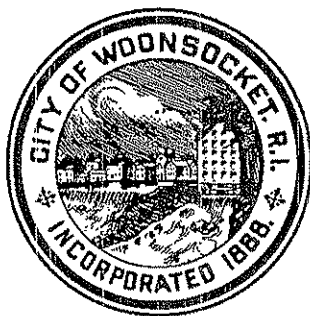
Under *Communications and Petitions* of the Woonsocket City Council's meeting agenda for the October 16, 2017 meeting, please be advised that I would like to address the following:

- 1 – FY 2018 Budget / Staffing
- 2 - Comprehensive Plan Update
- 3 – Minimum Housing violations and enforcement

Thank you.

  
James Cournoyer

# City of Woonsocket Rhode Island



A.D. August 30, 2017

## Ordinance

### Chapter

#### AMENDING THE CODE OF ORDINANCES CITY OF WOONSOCKET, RHODE ISLAND APPENDIX C – ENTITLED “ZONING” TO CREATE A HISTORIC STRUCTURES FLOATING OVERLAY DISTRICT

**WHEREAS,** Rhode Island General Laws 45-24-51 Adoption—Procedure for Adoption or Amendment and Section 17 Procedures for Adoption Amendment and Repeal of the Zoning Ordinance of the City of Woonsocket, Rhode Island, empowers and authorizes the City Council of the City of Woonsocket, Rhode Island, to provide procedures for the adoption, amendment and repeal of the zoning ordinance and/or sections thereof; and,

**WHEREAS,** The City Council desires to support the acquisition and rehabilitation of the former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island a/k/a Woonsocket Assessor's Plat 27, lot 113,

**WHEREAS,** the former Woonsocket Middle School has been vacant and deteriorating since it was conveyed to the Municipal Government by the Woonsocket Education Department in 2010, and

**WHEREAS,** the establishment of a Historic Structures Floating Overlay District would confer additional options for development and land use of the subject property and the area to the betterment of the area and the community at large; and

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

**SECTION 1. Statement of Purpose:**

To amend the Code of Ordinances of the City of Woonsocket, Rhode Island, entitled Appendix C – Zoning to create a Historic Structures Floating Overlay District to acquisition and redevelopment for the former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island, as well as establishing a procedure to assist in the potential acquisition and redevelopment of historically significant and/or publically owned buildings and properties.

The Historic Structures Floating Overlay District (HSFOD) is designed to provide flexibility in redeveloping historic structures formerly owned by the municipal, state, or federal governments, or agencies and instrumentalities thereof, which have been declared surplus; and the development of which is otherwise hampered by the strict application of the zoning ordinance or other municipal regulations. This is more particularly acute when the use of the surplus structure is inconsistent with the surrounding neighborhood and applicable zoning designation such as a structure formerly used as a school building, fire station or other governmental purpose property located in residential districts in which they are found to be incongruous after abandonment or declaration as surplus property. The purpose of this section is to provide latitude and discretion in permitting the reuse and redevelopment of such structures to the benefit of the neighborhood, the residents and the community at large; and to return these structure/properties to active and beneficial use within the neighborhoods in which there are located.

**Establishment & Location of Districts:** The “*Historic Structures Floating Overlay District*” (HSFOD) is hereby established by adding to the Zoning Ordinance the following:

§ 2.1-6.6 Historic Structures Floating Overlay District. Established to regulate the development and use of land, buildings, improvements and facilities associates 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 1.) to encourage harmonious, efficient and convenient living environments and communities; 2.) to increase housing opportunities and economic development prospects by increasing the variety of residential, commercial or industrial types, density and design; 3.) to facilitate the economical and efficient provision of necessary community services, recreation and open space; 4.) to preserve features and sites of natural, ecological and historical interest; 5.) to encourage innovative design; and 6.) to promote the health, safety and welfare of the residents of Woonsocket.

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

§ 12.6.1. 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:

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

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; and
- (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.

§ 2.1.6.2. 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:

§ 5.1.-5 Exception for Historic Structures Floating Overlay District of the Woonsocket Zoning Ordinance is hereby amended by adding the words “and Historic Structures Floating Overlay District” is to read “Exception for Historic Structures Floating Overlay District”. Notwithstanding the above, the city council

may grant a variance under this section permitting one (1) space of privately-owned off-street parking as meeting the parking requirements for each residential dwelling in any Historic Structures Floating Overlay District. This parking space requirement may be met on an off-site location provided that such space lies within six hundred feet (600') of a main entrance to the principal use."

Section 12 Provisions Governing Overlay Districts of the Woonsocket Zoning Ordinance is hereby amended by adding:

12.6 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 Approval of Redevelopment Plan for Development of Properties within a Historic Structures Floating Overlay District.

12.7.1. Referral to 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.

12.7.2 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 a 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. Definitions.

42.) *Floating zone* means 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 3. City Council public hearing:**

No zoning ordinance or zoning map, or portion thereof, shall be adopted, amended, or repealed until after a public hearing has been held upon the question before the City Council. The City Council shall hold a public hearing within sixty-five (65) days of the receipt of a proposal for adoption, amendment or repeal of the zoning ordinance or zoning map, or any portion thereof, at which hearing opportunity shall be given to all persons interested to be heard upon the matter of the proposed adoption, amendment or repeal.

**SECTION 4. Referral to Planning Board**

This proposed amendment will be referred by the City Council of the City of Woonsocket to the Woonsocket Planning Board. The Planning Board shall review the proposed amendment in regard to consistency with the City's comprehensive plan and demonstrate a recognition and consideration of each applicable purpose of zoning.

**SECTION 5. Public notice requirements:**

The following public notice requirements shall be met before any adoption, amendment or repeal of the zoning ordinance enacted by the City Council.

General public notice. The City Council shall give notice of a public hearing to consider a proposal for adoption, amendment or repeal of the zoning ordinance or zoning map, or any portion thereof, by publication in a newspaper of general circulation within the City of Woonsocket at least once each week for three (3) successive weeks prior to the date of such hearing, which may include the week in which the hearing is to be held. 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 hearing and the date and time of its commencement;

(2) Indicate that adoption, amendment or repeal of a zoning ordinance, or part thereof, is under consideration;

(3) Contain a statement of the proposed amendments to the ordinance once in its entirety, or summarize or describe the matter under consideration;

(4) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copied; and

(5) State that the proposals 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 alteration or amendment must be presented for comment in the course of said hearing.

#### **SECTION 6. Notice to state:**

At least two (2) weeks prior to the hearing, the City Clerk shall send written notice, which may be a copy of said newspaper notice, by first class mail, to the associate director of the Division of Planning of the Rhode Island Department of Administration.

#### **SECTION 7. Notice to cities or towns:**

At least two (2) weeks prior to the hearing, the City Clerk shall send written notice, which may be a copy of said newspaper notice, by first class mail, to the city or town council of any city or town to which one (1) or more of the following pertain:

(1) Any portion of the city or town is located in or within not less than two hundred (200) feet of the perimeter of the area proposed for change; and/or

(2) There is a public or quasi-public water source, or private water source that is used or is suitable for use as a public water source by that city or town, within two thousand (2,000) feet of any real property that is the subject of a proposed zoning change regardless of municipal boundaries.

#### **SECTION 8. Notice to water department, agency, district or company.**

At least two (2) weeks prior to the hearing, the City Clerk shall send written notice, which may be a copy of said newspaper notice, by first class mail, to the governing body of any state or municipal water department or agency, special water district, or private water company that has riparian rights to a surface water resource and/or surface watershed that is used or is suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of a proposed zoning change, provided however,

that the governing body of said state or municipal water department or agency, special water district, or private water company has filed with the building inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

**SECTION 9. Notice of specific changes to zoning map:**

The proposed change is not specific to any particular properties, therefore individual notice is not required.

**SECTION 10. Defect in notice:**

No defect in the form of any notice required shall render any ordinance or amendment invalid, unless such defect is found to be intentional or misleading.

**SECTION 11. Decision of the City Council:**

The City Council shall render a decision on a proposal for adoption, amendment or repeal of the zoning ordinance or zoning map, or any portion thereof, within forty-five (45) days after the date of completion of the public hearing thereon.

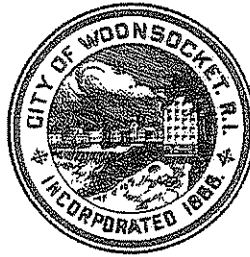
**Section 12. Effective Date.**

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

Daniel M. Gendron, President

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

# City of Woonsocket Rhode Island



October 16, 2017

## Ordinance Chapter

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

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

- a.) Granting the exemption or stabilization will inure to the benefit of the City of Woonsocket by reason of:

- (i) The willingness of the manufacturing or commercial concerns to locate in the city, or of individuals to reside in such area; or
  - (ii) The willingness of a manufacturing firm to expand facilities with an increase in employment or the willingness of a commercial or manufacturing concern to retain or expand its facilities in the city and with substantially reduction of its workforce in the city; or
  - (iii) An improvement of the physical plant in the city which will result in long-term economic benefit to the city and state; or
  - (iv) An improvement which converts or makes available land or facilities that would otherwise be not developable or difficult to develop without substantial environmental remediation; or
  - (v) Providing substantial rehabilitation, renovation, or rejuvenation in an existing property which has deteriorated and is in need of investment.
- b) Granting of the exemption or stabilization of taxes will inure to the benefit of the city by reason of the willingness of a manufacturing or commercial or residential firm or property owner to construct new or to replace, reconstruct, convert, expand, retain or remodel existing buildings, facilities, fixtures, machinery, or equipment resulting in an increase or maintenance in physical plant, residential housing or commercial building investment by the firm or property owner in the city.
- c) It may from time to time be in the best interest of the City of Woonsocket to enter into agreements that will exempt from payment, in whole or in part, real property utilized for manufacturing, commercial, industrial or residential purposes, or, in the alternative, to determine a stabilized amount of taxes to be paid on account of the ownership of property notwithstanding the assessed value of the property or the rate of tax in that entering such agreements shall serve to attract new business development to the City and encourage redevelopment, expansion or rehabilitation of existing properties.

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

**Section 1. Definitions:**

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

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

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

*"Comprehensive Plan": The Woonsocket Comprehensive Plan as it may be in effect from time to time.*

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

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

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

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

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

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

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

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

## Section 2. Objectives

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

- A. The primary objective of the Plan is to expand the property tax base of the City especially through the construction, rehabilitation, revitalization or restoration of properties located at 357 Park Place, Woonsocket, Rhode Island a/k/a Woonsocket Assessor's Plat 27, lot 113 or the "Old Woonsocket Middle School."
- B. The Plan seeks to encourage expansion, redevelopment, and/or rehabilitation of existing structure at 357 Park Place, Woonsocket, Rhode Island.
- C. The Plan seeks to encourage significant rehabilitation, expansion of existing buildings or structures, especially at 357 Park Place, Woonsocket, Rhode Island.
- D. The Plan shall provide increasing, graduated incentives to promote greater levels of rehabilitation, redevelopment, expansion and/or new construction.
- E. The Plan seeks to promote stability of ownership of the residential, or mixed-use properties at 357 Park Place, Woonsocket, Rhode Island.
- F. The Plan seeks to attract and/or retain responsible corporate citizens.
- G. The Plan seeks to attract investment and reinvestment in a former high and middle school structure closed and replaced by the City's Education Department.
- H. The Plan seeks to provide incentives, not rewards, to encourage and promote real estate investment and development.
- I. The Plan seeks to encourage projects that are consistent with the City's Comprehensive Plan's vision, goals, and objectives.
- J. The predetermined assessment on the property during the term of this agreement shall be eight million, five hundred thousand and no cents (\$8,500,000.00). The tax rate shall be that in effect during the tax year.

**Section 3. Eligible property:**

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

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

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

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

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

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

#### **Section 4. Program Parameters**

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

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

#### **Section 5. Procedures for Enactment of Tax Stabilization Agreement**

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

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

Tax Year	Tax Payment
Year 1	Amount due on pre-rehab assessment
Year 2	Amount due on pre-rehab assessment
Year 3	11% of the assessed value or \$935,000
Year 4	22% of the assessed value or \$1,870,000
Year 5	33% of the assessed value or \$2,805,000
Year 6	44% of the assessed value or \$3,740,000
Year 7	55% of the assessed value or \$4,675,000
Year 8	66% of the assessed value or \$5,610,000
Year 9	77% of the assessed value or \$6,545,000
Year 10	88 % of the assessed value or \$7,480,000
Year 11	99% of the assessed value or \$8,415,000
Year 12	100% of the assessed value \$8,500,000

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

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

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

**Section 7. Exclusion for Qualification.**

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

**Section 8. Revocation.**

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

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

**Section 9. Prohibition on Dual Benefit.**

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

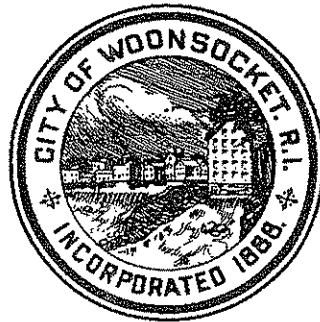
**Section 10. Effective Date.**

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

---

Daniel M. Gendron, President

# City of Woonsocket Rhode Island



September 13, 2017

## Ordinance Chapter

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

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

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

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

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

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

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

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

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

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

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

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

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

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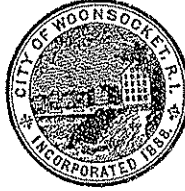
Daniel M. Gendron  
City Council President  
By request of the Administration

IN CITY COUNCIL September 18, 2017 - Read by title, amended and passed for the first time as amended.

AMENDMENT: In Section 1 delete "35%" and in its place insert "65%"

IN CITY COUNCIL October 2, 2017 - Read by title and tabled.

# City of Woonsocket Rhode Island



## Ordinance

## Chapter

October 16, A.D. 2017

### TRANSFERRING FUNDS

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

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

FY18

	<u>DIVISION</u>	<u>ACCOUNT NO.</u>	<u>APPROPRIATION</u>	<u>AMOUNT</u>
<b>FROM:</b>				
	City Capital Fund	1-597-51455-55500	Unallocated	\$15,000.00
<b>TO:</b>				
	Tax Assessor	1-010-03255-55574	Lease/Purchase	\$15,000.00

#### REASON FOR REQUEST:

To transfer funds *from* the unallocated City Capital Fund *to* the Lease/Purchase account within the Tax Assessor's office in order to fund the unplanned and un-budgeted purchase, at a cost not to exceed \$15,000.00, of a motor-vehicle to be made available to and for use by the Tax Assessor for travel within the City of Woonsocket or for travel outside the City during normal business hours, in all cases in connection with City related business. For the avoidance of doubt, the vehicle to be purchased shall not be used for personal use nor for commuting to and from work by the Tax Assessor or any other employees of the city.

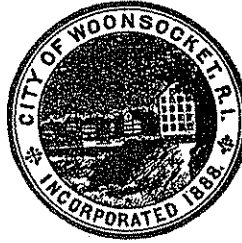
**SECTION 2.** This Ordinance shall take effect immediately when signed by the Mayor following its passage by the City Council as provided in Chapter III, Section 5 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

\_\_\_\_\_  
Daniel M. Gendron

\_\_\_\_\_  
Jon D. Brien

\_\_\_\_\_  
James C. Cournoyer

# City of Woonsocket Rhode Island



October 16, 2017 A.D.

## Resolution

### AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

---

Daniel M Gendron  
By request of The Administration

# ASSESSOR'S

## ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
50 -	Erroneously assessed due to incorrect field data/incorrect classification of homestead exemption
51 -	Veteran/Blind/Elderly Exemption not applied
52 -	Incorrect amount abated on previous abatement listing or error on prior certification
53 -	Non-Utilization Tax assessed subsequent to sale of property or/assessed in error
54 -	Homestead Exemption not applied/incorrectly classified
55 -	Tax Exempt.
56 -	Inventory exempt due to wholesaler's exemption
57 -	Legal Residence – Out of Town – Prior to Assessment Date
58 -	Registration Cancelled – Vehicle sold
59 -	Vehicle traded in, or repossessed, and/stolen not recovered
61 -	Vehicle garaged and/or registered out of City
62 -	Double taxation on vehicle
63 -	Over assessed on vehicle/registry error
64 -	Incorrect year/model/make of vehicle
65 -	Vehicle destroyed in accident
66 -	Should have been tax lien
67 -	Business relocated out of City prior to assessment date
68 -	Double taxation on Business/over overassessed on business
69 -	Out of Business – prior to assessment date/business sold to new owner & recertified
70 -	Company erroneously included manufacturing equip/inv in their report of valuation
71 -	Company erroneously included, leasehold expenses, cash and other expenses, and/or overstated their assets
72 -	Removal of porches, decks, garages, pools, sheds or underground tanks
73 -	Double taxation on Real Estate
74 -	Over assessed due to adjustment in degree of building completion as of December 31 <sup>st</sup>
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

OCTOBER 16, 2017

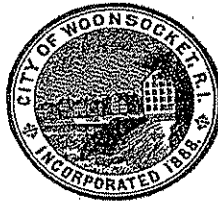
Posting Date

Transaction Date

Report Printed 10/11/2017 11:10:37 AM

M00-0359-34	2017 MV Tax Roll	HYUNDAI LEASE TITLING TRUST PO BOX 105299 ATLANTA, GA 30348	2015 HYU AX 268	63 REGISTRY ERROR	\$724.32
R00-0081-74	2017 RP Tax Roll	BRIAN M RHODES 21 SNOW STREET WOONSOCKET RI 02895	13C-191-026 at 21 SNOW STREET	96 PRO RATED HOMESTEAD	\$169.53
R00-0306-12	2017 RP Tax Roll	ISKIERSKI KAREN 195 OREGON AVENUE WOONSOCKET RI 02895	35E-115-136 at 96 MILL STREET 202	77 INCORRECT FIELD DATA	\$243.81
R00-0308-23	2017 RP Tax Roll	PARISEAU MICHAEL P & CAPEZZA ANTONIA G 168 MORIN STREET WOONSOCKET RI 02895	47I-030-015 at 168 MORIN STREET	96 PRO RATED HOMESTEAD	\$233.79
R00-0378-46	2017 RP Tax Roll	MACHNIG DANIELLE 78 ST JOSEPH STREET #01 WOONSOCKET RI 02895	23A-075-031 at 78 ST JOSEPH...	96 PRO RATED HOMESTEAD	\$147.84
R00-9003-85	2017 RP Tax Roll	BELLO GLENNY G & SEVERINO SUSANNA A 162 SECOND AVENUE WOONSOCKET RI 02895	06D-130-012 at 162 SECOND AVENUE	96 PRO RATED HOMESTEAD	\$63.29
T00-1101-07	2017 Trng Tax Roll	US BANK NATIONAL ASSOC 1310 MADRID STREET STE 100 MARSHALL MN 56258	US BANK NATIONAL ASSCOC	68 OVERASSESSED ON BUSINESS	\$3,321.16
Total					\$4,903.74

# City of Woonsocket Rhode Island



## Resolution

October 16th, A.D. 2017

### GRANTING PERMISSION TO USE CITY PROPERTY

**WHEREAS,** The Downtown Woonsocket Collaborative is a non-profit board of directors made up of property owners, business owners, community leaders, non-profit organizations, and City residents dedicated to the revitalization and promotion of the Main Street area; and

**WHEREAS,** The Downtown Woonsocket Collaborative wishes to utilize the Veterans Memorial Bridge located on Court Street, on Saturday August 25th, 2018, from 2:00pm to 12:00am, for the purpose of holding their annual dinner on the bridge event called "Twilight on the Blackstone".

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

**Section 1.** The Downtown Woonsocket Collaborative is hereby permitted to utilize the Veterans Memorial Bridge on Saturday August 25th, 2018 from 2:00pm to 12:00am, (Rain Date: Sunday August 26th, 2018) for the purpose of holding a dinner on the bridge event.

**Section 2.** This resolution shall take effect immediately upon 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 Department of Public Works.

---

Daniel M. Gendron  
Council President

City of Woonsocket, Rhode Island 02895  
Finance Department, 169 Main Street

Exhibit A

### BID SUMMARY TABULATION AND APPROVAL FORM

Dollar amounts shown reflect values as submitted by bidders at the time of opening and have not been reviewed for clerical accuracy or for conformance with bid specifications.

Date Bids Opened: October 4, 2017

WITNESS: J. Desrochers

Advertising Medium: *State's Website*  
*City's Website*

Approved to Conform with  
Bid Requirements:

*Christine Chamberland* (M)  
Finance Director

\*\*\*\*\*  
**QUALIFIED BIDDERS (R.I.G.L. 45-55)**

Attn: Chrislanda Adkins  
Insituform Technologies, LLC  
17988 Edison Avenue  
Chesterfield, Missouri 63005

see attached spreadsheet

Attn: Jason R. Kenyon  
Kenyon Pipeline Inspection, LLC  
68 Park Road  
Queensbury, NY 12804

see attached spreadsheet

Attn: Mark Harris  
Layne Inliner, LLC  
195A Norridgewock Road  
Fairfield, ME 04937

see attached spreadsheet

\*\*\*\*\*  
**DISQUALIFIED BY PURCHASING AGENT:**

PRICE

REASON

\*\*\*\*\*  
Instructions to City Department Director: Please note recommended bid award and return to Purchasing.  
Please attach additional information if needed.

Recommended Award: \$328,200.00 Acc't of Funding Source 1-020-R64-54-54473

Signature: *Steve P. DiGato* Title: DIRECTOR OF PUBLIC WORKS

City Treasurer: Certification of Clear Municipal Tax Standing of Recommended Bidder

Signature: \_\_\_\_\_

\*\*\*\*\*  
**Award Approval of Recommendation**

Christine Chamberland, Finance Director

Lisa Baldelli-Hunt, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Woonsocket  
Rhode Island



October 16, 2017

**RESOLUTION**

**AUTHORIZING ACCEPTANCE OF A BID FOR THE  
REHABILITATION OF THE PLANT DRAIN PIPE AT THE  
WOONSOCKET WASTEWATER TREATMENT FACILITY**

- WHEREAS,** the operation of the Woonsocket Wastewater Treatment Facility and the Synagro sludge processing facility rely on the performance of a main 36" diameter reinforced concrete plant drain pipe; and
- WHEREAS,** recent annual cleanings and inspections have identified accelerated cracking and deterioration of the pipeline that could lead to catastrophic failure if not addressed immediately; and
- WHEREAS,** the Department of Public Works, Wastewater Division has the necessary funds to rehabilitate the plant drain pipe in the balance of a Renewal and Replacement Account; and
- WHEREAS,** the City has obtained the services of Weston and Sampson Engineers to prepare the plans and specifications and solicited bids through the process governed by the Code of Ordinances for the cleaning, inspection, and lining of the plant drain pipe; and
- WHEREAS,** Weston and Sampson has reviewed the bids and recommends that the lowest bidder, Insituform Technologies, LLC, of Chesterfield, MO be awarded the contract; and
- WHEREAS,** the Department of Public Works is recommending that the bid, submitted by Insituform Technologies, LLC, in the amount of \$328,200.00 for the rehabilitation of the plant drain pipe be accepted and a contract awarded. (Exhibit A)

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

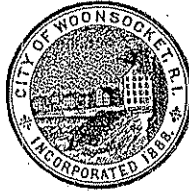
- SECTION 1.** That the Department of Public Works is hereby authorized to sign a contract with Insituform Technologies, LLC, of Chesterfield, MO for the rehabilitation of the plant drain pipe at the Woonsocket Wastewater Treatment Facility.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

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

# Woonsocket WWTF Plant Drain Rehabilitation Bid# 5816 10/4/17

Item	Description	Insituform Technologies		Kenyon Pipeline Inspection		Layne Inliner, LLC	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1a	930 lf cleaning of 36 inch plant drain, per linear foot	\$ 20.00	\$ 18,600.00	\$ 5.00	\$ 4,650.00	\$ 16.00	\$ 14,880.00
1b	10 tons Disposal of debris from plant drain cleaning, per ton	\$ 150.00	\$ 1,500.00	\$ 350.00	\$ 3,500.00	\$ 105.00	\$ 1,050.00
1c	930 lf Television inspection of 36 inch plant drain, per linear foot	\$ 10.00	\$ 9,300.00	\$ 3.00	\$ 2,790.00	\$ 3.50	\$ 3,255.00
2a	930 lf Structural pipe liner, per linear foot	\$ 260.00	\$ 241,800.00	\$ 370.00	\$ 344,100.00	\$ 345.00	\$ 320,850.00
3a	By-pass pumping, lump sum	\$ 42,000.00	\$ 42,000.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00
4a	Mobilization, lump sum (not more than 5% of total of all items excluding item 4	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
			\$ 328,200.00		\$ 387,040.00		\$ 385,035.00

City of Woonsocket  
Rhode Island



October 16

A.D. 2017

Resolution

**AUTHORIZING THE MAYOR TO PURCHASE THE PROPERTY  
LOCATED AT 61 BLACKSTONE STREET, WOONSOCKET,  
RHODE ISLAND**

- WHEREAS,** the City of Woonsocket ("the City") has established a program to address the problem of blighted property within the City; and
- WHEREAS,** the owner of the property located at 61 Blackstone Street, Woonsocket, Rhode Island is desirous of selling said property for the sum of Twenty-Five Thousand Dollars (\$25,000.00) and the abatement of any outstanding real estate taxes; and
- WHEREAS,** the purchase and demolition of said property will advance the long-term goals of the City by decreasing density of its housing stock and improving the quality of life of all of the City residents; and
- WHEREAS,** the City Council has previously set aside monies for the purchase and demolition of blighted properties.

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

- SECTION 1.** The City Council of the City of Woonsocket, Rhode Island hereby authorizes the Mayor and/or her designees to purchase and take title to the property located at 61 Blackstone Street, Woonsocket, Rhode Island in the name of the City for the sum of Twenty-Five Thousand Dollars (\$25,000.00) and to abate any outstanding real estate taxes as outlined in the Purchase and Sale Agreement attached hereto as Exhibit A.
- SECTION 2.** Pursuant to said authorization, the City Solicitor shall use all legal and reasonable means to secure said property and to effectuate the purchase and transfer of said property.
- SECTION 3.** This Resolution shall take effect immediately upon its passage by the City Council.

---

Christopher Beauchamp  
City Council

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into this 1st day of September 2017 ("Effective Date") by and between **KEY PARTNERS, LLC** of Providence, Rhode Island (hereinafter referred to as the "Seller") and the **CITY OF WOONSOCKET**, a municipal corporation organized under the laws of the State of Rhode Island having an office at 169 Main Street, Woonsocket, Rhode Island (hereinafter referred to as the "Buyer"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Agreement to Sell and Buy.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, upon the terms and conditions hereinafter set forth, that certain tract or parcel of land with all buildings and improvements thereon located at 61 Blackstone Street, in the City of Woonsocket, County of Providence, State of Rhode Island, and more particularly described as AP 13, Lot 66 (the "Property").
2. **Price.** In consideration of the delivery of the deed to the Property, Buyer agrees to pay to Seller the sum of **Twenty-Five Thousand Dollars (\$25,000.00)** (the "Purchase Price") and abate any outstanding real estate property taxes.
3. **Property.** Seller agrees to sell, convey and assign to Buyer and Buyer agrees to purchase and accept from Seller land located at 61 Blackstone Street, Woonsocket, Rhode Island as more fully described and illustrated on Exhibit A and for the monetary amount as set forth in paragraph 2.
4. **Condition of Title.** Seller covenants and warrants that it is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient Quitclaim Deed of the Seller conveying a good, clear, insurable and marketable title to the Property, free from all encumbrances, except as may be acceptable to Buyer and except easements, restrictions of record and municipal regulations, if any. Buyer may at its own expense conduct a title examination of the Property. Buyer shall notify Seller of any defects in title disclosed by such examination and if Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the Closing, and thereupon the closing shall be extended for a period of thirty (30) days. If Seller is unable to remove such defects, Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, or (b) cancel this Agreement.
5. **Deposit.** All deposits and any additional deposit made hereunder (collectively "Deposits"), if any, shall be held in an escrow account by Anthony W. Cofone, Esquire and, except as otherwise

provided herein shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. In the event of a dispute between the Seller and the Buyer as to the provisions of this Agreement or the performance thereof, Seller may retain all Deposits hereunder in said escrow account until the dispute is resolved by the parties, by court judgment or binding settlement, or may place the Deposits with a court of competent jurisdiction, or may release the Deposits as permitted by the laws, rules and regulations of the State of Rhode Island.

**6. Buyer's Warranties, Representations and Acknowledgments.** Buyer warrants, represents and covenants with Seller as follows:

- (a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms; and
- (b) Any individual executing this Agreement on behalf of Buyer is authorized to do so, and upon execution hereof, this Agreement shall be binding upon and enforceable against Buyer.

**7. Closing Documents.**

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

- 1. A Quit Claim Deed (the "Deed"); and
- 2. Bill of Sale.

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

- 1. Purchase Price.
- 2. Resolutions evidencing that Buyer has the requisite power and authority to enter into and perform this Agreement and those Buyer's Closing Documents to be signed by it.

**8. Time is of the essence.** Time is of the essence of this Agreement and Buyer and Seller shall act in good faith to effectuate the transfer of the property on or before November 15, 2017, provided, however, that in the event additional time is required to vacate tenants from the property, the closing date shall be extended for a reasonable period of time.

**9. Inspection and access:** Prior to the closing date, the Seller shall permit the Buyer to inspect the property.

**10. Possession.** Full possession of the Property free of all tenants and squatters is to be delivered to the Buyer free of hazardous material including, but not limited to, tires, chemicals, and paint at the time of delivery of deed. At Closing, the Property is to be conveyed in the same condition in which it now is, except for reasonable use and wear. The Buyer shall be entitled to

a re-inspection of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this clause.

#### **11. Miscellaneous.**

- (a) This Agreement shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the respective parties.
- (b) This Agreement shall be governed by and construed in accordance with Rhode Island law.
- (c) This Agreement is subject to City Council approval.
- (d) This Agreement is subject to free and clear title.
- (e) No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
- (f) This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.
- (g) This Agreement has been prepared by Buyer and reviewed by Seller and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor or against either Seller or Buyer. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.
- (h) All water, sewer and trash charges due as of the date of the Closing shall be paid by the Seller.
- (i) The Seller shall keep the Property insured at its expense until delivery of the deed, against loss by fire with extended coverage provisions as presently insured. In case of any loss, the Seller shall pay over or assign to the Buyer upon payment of the remainder of the Purchase Price all sums recovered or recoverable on account of said insurance, or the Buyer may, at its option, terminate this Agreement and the deposits shall be refunded to the Buyer, unless the Seller shall have restored the premises/property to the former condition.
- (j) Neither party to this Agreement has had any contact or dealings regarding the Property, or any communication through any real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon such contract, dealings or communication, the party against whom the broker or finder makes its claim

shall be responsible for such commission or fee and all costs and expenses (including reasonable attorney's fee) incurred by the other party in defending against the same.

(k) If the Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the Closing, the Buyer must withhold six (6%) percent of the net proceeds to the Seller (9% if the Seller is a corporation), in accordance with R.I. G.L. Section 44-30-71.3 as may be amended from time to time, and pay such amount to the Division of Taxation as a non-resident withholding tax. In order to have such tax base on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) days prior to closing. Seller agrees to pay the entire amount of such tax found to be due at or after the closing, whether or not such tax was correctly calculated at the Closing, it being understood that the tax shall not exceed the amount of net proceeds to Seller. The tax liability shall survive the transfer of title to the Property and shall be a lien against the Property.


The Seller presents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and, accordingly, that the buyer will be not required to comply with the withholding requirement of FIRPTA at the Closing.

(l) As-Is. Seller shall deliver the Property to Buyer "where-as" and in "as-is" condition.

12. **Termination:** The buyer and seller may terminate this purchase and sale agreement for the failure of any party to meet any of the terms of this purchases and sale agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

#### ACKNOWLEDGEMENT BY SELLER

 Member dated 09-01-2017  
(Seller) KEY PARTNERS, LLC

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

ACKNOWLEDGEMENT BY BUYER

Rep. M. Wray for the  
City of Woonsocket, RI dated 9/6/2017  
(Buyer)

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

## EXHIBIT A

That certain tract or parcel of land, located in the City of Woonsocket, County of Providence, State of Rhode Island situated at the intersection of the northerly line of Blackstone Street and the westerly line of Miller Lane bounded and described as follows:

Beginning at the intersection of said northerly line of Blackstone Street and westerly line of Miller Avenue, thence running westerly 17.74 feet more or less to an angle in said Blackstone Street, thence turning and running northwesterly 45.91 feet, more or less, to an iron pin at an angle in Blackstone Street, thence continuing northwesterly 3.96 feet, more or less, to other land of this Grantor. The last three courses bounded on said Blackstone Street. Thence northeasterly 23'-27'-36", 57.20 feet to a point for an angle; thence northeasterly 12'-17'-13" 9.43 feet, thence turning and running northwesterly 12'-17'-13" 9.43 feet, thence turning and running northwesterly 77'-50'-24" 7.17 feet, more or less, thence northeasterly 08'-22'-59" E. 22.14 feet to land now or formerly of Paul and Cathy Jean Snyder, the last four courses bound on other land of this Grantor. Thence turning and running southeasterly along said Snyder land 24.86 feet to Miller Lane, thence southeasterly 10'-25'-00" 100.00 feet along Miller Lane to the intersection of Miller Lane and Blackstone Street and the point and place of beginning.

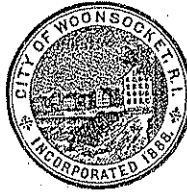
**Property Address:**

**61 Blackstone Street**

**Woonsocket, RI 02895**

**AP: 13 Lot : 66**

# City of Woonsocket Rhode Island



October 16, A.D. 2017

## Resolution

**AUTHORIZING THE COURT APPOINTED SPECIAL MASTER IN THE MATTER CAPTIONED AS CITY OF WOONSOCKET V. ONE PARCEL OF REAL ESTATE COMMONLY KNOWN AS 719 RIVER STREET LOCATED AT MAP 8, LOT 37, LOT 2, ET AL, C.A. NO. PM-2017-1167 TO ENTER INTO A CONTRACT WITH AMERICAN CONSTRUCTION TRADES CORPORATION FOR THE DEMOLITION OF THE PROPERTIES LOCATED AT 719, 787 AND 775 RIVER STREET, WOONSOCKET, RHODE ISLAND**

- WHEREAS,** Dorado Properties, LLC ("Dorado") was a limited liability company organized under the laws of the State of Rhode and was the owner of the properties located at 719 River Street (Map 8, Plat 37, Lot 2); 775 River Street (Map 8, Plat 58, Lot 4); and 787 River Street (Map 8, Plat 5, Lot 5) (the "Properties"); and
- WHEREAS,** the Properties were in violation of certain Rhode Island General Laws and municipal code provisions as a result of the dilapidated and structurally unsound condition of the Properties; and
- WHEREAS,** the City of Woonsocket (the "City") has pursued Dorado to abate said violations at the Properties to no avail and as a result, the Properties have fallen into further deterioration and have become an immediate health and safety hazard to the community; and
- WHEREAS,** Dorado has accumulated more than One Million Dollars (\$1,000,000.00) in unpaid taxes, penalties and assessments (the "Debt"); and
- WHEREAS,** the City petitioned the Providence Superior Court to have a Special Master appointed to preserve and take control of the Properties, and report to the Court the current status of the violations as well as protocols to address an abatement of the violations and proposed protocols for the liquidation of the Properties to satisfy the Debt; and
- WHEREAS,** in the interest of public health and safety, the court appointed Special Master has determined that the best course of action to remediate the violations is to have the Properties demolished.

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

**SECTION 1.** This Resolution shall take effect immediately upon the approval of the City Council.

- SECTION 1.** The City Council of the City of Woonsocket hereby authorizes the Special Master to enter into a contract with American Construction Trades Corporation to demolish the Properties for One Hundred Fifty-Seven Thousand Three Hundred Seventy-Three Dollars (\$157,373.00) to be paid by the City as outlined in Exhibit A attached hereto.

**SECTION 2.** Pursuant to said authorization, the City Solicitor shall use all legal and reasonable means to effectuate the execution of the Demolition Contract attached hereto as Exhibit A.

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

---

Christopher Beauchamp  
City Council

## DEMOLITION CONTRACT

This Demolition Contract (the "Contract") is made and entered into this \_\_\_ day of October 2017, by and between John A. Dorsey, Esq., as and only as Special Master in the matter captioned as *City of Woonsocket v. One Parcel of Real Estate Commonly Known As 719 River Street Located at Map 8, Lot 37, Lot 2, et. al, C.A. No. PM-2017-1167* (the "Mastership Proceedings") and not individually, with an address for the purposes of this agreement of 55 Pine Street, Providence, Rhode Island 02903 (the "Special Master") and American Construction Trades Corporation, a Rhode Island corporation with a business address of PO Box 3461, Providence, Rhode Island 02909 (the "Contractor").

1. SCOPE OF CONTRACT. The Contractor agrees to supply all materials, labor, services and equipment necessary to perform the demolition services described on and in accordance with the scope of work set forth on *Exhibit A* attached hereto and made a part hereof (the "Work") for the demolition of all of the building structures situated upon the following properties: (a) 719 River Street, Woonsocket, Rhode Island (Map 8, Plat 37, Lot 2); (b) 775 River Street, Woonsocket, Rhode Island (Map 8, Plat 58, Lot 4); (c) 787 River Street, Woonsocket, Rhode Island (Map 8, Plat 5, Lot 5); and (d) 0 River Street, Woonsocket, Rhode Island (Map 8, Plat 35, Lot 11) (collectively the "Properties") which are further demarcated on *Exhibit B*. The applicable AIA contract terms as defined by The American Institute of Architects (the "AIA Terms") are incorporated herein by reference. Terms not otherwise defined herein shall have the meanings ascribed to them in the AIA Terms. To the extent there is an inconsistency between the terms and provisions of this Contract and the AIA Terms, the terms and provisions of this Contract shall prevail.

2. PERMITS. As promptly as possible following the execution of this Contract by both parties, Contractor shall apply for, obtain and pay for the Demolition Permit and all other permits and governmental fees, licenses and applications (the "Approvals") necessary for the proper execution and completion of the Work. The Contractor acknowledges that the cost of obtaining such Approvals is included in the Contract Price (as defined herein). The parties acknowledge that time is of the essence in the obtaining of such approvals.

3. TIMING. The Contractor shall commence the Work not later than three (3) days after obtaining all Approvals necessary to commence the Work (the "Commencement Date") and shall continue such Work diligently and without delay (unless beyond the control of Contractor) so as to complete such Work as promptly and expeditiously as possible with all work to be completed without exception no later than December 31, 2017 (the "Completion Date").

4. CONTRACT PRICE. The Contractor shall be paid by the City of Woonsocket (the "City") the sum of One Hundred Fifty-Seven Thousand Three Hundred Seventy-Three and 00/100 (\$157,373.00) Dollars (the "Contract Price") for performing the Work. The Contract Price shall be the City's maximum liability under this Contract. It is hereby agreed that the Contractor is guarantying the Contract Price for the performance of the Work and shall not seek any additional compensation or payment in connection with the Work or otherwise in connection with this Contract. The Special Master shall have no obligation to make payments under this Contract. The Contract Price shall be paid as follows: (i) ten percent (10%) of the Contract Price shall be paid by the City upon the execution of this Contract by all parties; (ii) thirty percent

(30%) of the Contract Price shall be paid when Special Master's Representative determines that fifty percent (50%) of the Work has been satisfactorily completed and (iii) the balance of the Contract Price shall be paid within thirty (30) days after written certification of the completion of the Work by the Special Master's Representative.

5. INSURANCE. The Contractor shall maintain and shall cause any and all sub-contractors to maintain Comprehensive General Liability insurance, Workers' Compensation insurance, Automobile Liability insurance and other insurance as follows:

See Certificate of Liability Insurance attached hereto as *Exhibit C*.

All insurers shall be licensed or authorized to do business in the State of Rhode Island. The Special Master and the City shall be listed as additional insureds on all insurance coverage and shall be provided with Certificates of Insurance on or before the Commencement Date.

6. PERFORMANCE.

- (a) Contractor may, at its discretion, engage licensed sub-contractors to perform the Work pursuant to this Contract however, Contractor shall remain fully responsible for payment of the sub-contractors, the proper completion of the Work, and for any services performed by any such sub-contractors. Any and all sub-contractors shall be bound by all of the terms, conditions and requirements of the Contract, including any documents incorporated into the Contract.
- (b) All Work, whether performed by Contractor, or by sub-contractors engaged by Contractor, shall be completed in a workmanlike manner and in compliance with all building codes and applicable laws. To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform said Work.
- (c) The Contractor and any sub-contractors engaged by Contractor, shall ensure that any Work implemented at the Property pursuant to the terms and conditions of this Contract will be sufficient to ensure decent, safe and sanitary conditions, and meet all applicable local and state building codes and any and all local, state and federal rules, regulations or laws. Further, the Contractor shall develop a Health and Safety Plan ("HASP") commensurate with the Work being performed hereunder, which shall comply in all regards with all applicable local, state and federal rules, regulations and laws and shall ensure that all sub-contractors comply with said HASP.
- (d) Contractor shall remove all debris from the Property in accordance with *Exhibit A*.
- (e) The Special Master may designate a Representative (the "Special Master's Representative"), who shall have the authority to access the Property at any time in his sole discretion to inspect all work and materials, and to stop any Work on the Project when it appears to the Special Master's Representative that the requirements of the Contract are not being met. The Special Master's Representative also shall have the authority to reject any work which is not performed in a workmanlike manner, or

which do not meet the requirements of the Scope of Work, in the judgment of the Special Master's Representative. Any such rejected work shall be redone in a workmanlike manner. The Special Master's Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract. Contractor shall cooperate with the Special Master's Representative, and shall immediately report to the Special Master's Representative any questionable or obvious error or omission that may be contained in the Contract documents. The Contractor shall not proceed with Work until the Special Master's Representative has resolved the error or omission.

- (f) The Contractor, any of its employees or sub-contractors and their employees shall be considered and are acknowledged to be independent contractors and not employees of the Special Master. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire, and discipline their employees and workers. The Contractor is responsible for the means and methods utilized in the performance of the Work. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance, workers' unemployment compensation, or any employee benefits of any type, from the Special Master.
- (g) Contractor shall be responsible for determining the location of all utilities at the Work Site and shall ensure that the utilities are protected, during the Work. Contractor shall also be responsible for arranging for any street closing necessary for the safe completion of Work.
- (h) Contractor shall maintain adequate protection to keep all its work from damage and shall protect all public and private property abutting the Work Site from injury or loss arising in connection with this Contract. Contractor shall provide and maintain all barricades, lights, fences, watchpersons or other facilities necessary to protect all persons from danger or hazardous conditions resulting from the work performed under this Contract.
- (i) The Special Master makes no representations or warranties about existing conditions, including but not limited to any environmental conditions, the existence or location of any utilities at, on or under the property, and the Demolition Contractor expressly assumes any and all responsibility with respect to property locating any and all utilities at, on or under the property, and expressly agrees to take all appropriate precautions when performing its Work in and around any such utilities in such a manner as not to cause, or permit to occur, any injury or damage to persons or property. The Contractor, prior to performing any Work, shall first contact Dig Safe to ascertain the location of, inter alia, utilities and shall take whatever other precautions it may deem necessary or appropriate in that regard.
- (j) The Contractor assumes all responsibility for the collection, packing, field services, removal, transportation and proper disposal of any and all materials from the site which may be categorized as Hazardous Waste or otherwise environmentally contaminated or

impacted materials (collectively "Environmental Materials") pursuant to all applicable local, state and federal rules, regulations or laws. Pursuant thereto, Contractor further assumes all responsibility for the proper removal of any lead and/or asbestos materials pursuant to all local, state and federal rules, regulations or laws. The Contractor shall obtain any and all necessary permits or other approvals necessary to effectuate the removal of any and all such Environmental Materials.

- (k) The Contractor shall identify the representatives authorized to act on behalf of the Contractor with respect to the Work, and key personnel who will perform the Contractor's services. The Contractor shall not replace its identified representative or key personnel without the Special Master's approval, which shall not unreasonably be withheld.
- (l) Upon request the Contractor shall furnish copies of any and all reports, plans and any other work product relating to the Work and the Properties to the Special Master.
- (m) The Special Master shall not be responsible for the acts or omissions of the Contractor in performing any of the Work. The Contractor shall provide prompt written notice to the Special Master if the Contractor becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Contractor.
- (n) The Owner may order changes in the Work only in writing, which changes the Contractor shall perform only if approved in writing by the Owner. In the absence of the issuance of a written approval to make change to the Contract, the Contractor shall not be entitled to receive any additional compensation for any claimed change or extra to the Contract. The Contractor shall, pending the resolution of any dispute or controversy in any way relating to this Contract, proceed with the Contract work without interruption, deficiency or delay.

7. SUSPENSION. The Special Master may suspend the Work without prior written notice, in the event of emergency or unforeseen circumstances which require immediate suspension of Work, in the judgment of the Special Master. When the Work is resumed, Contractor shall be paid for reasonable expenses incurred by Contractor due to the interruption of the Work, if the Work is suspended through no fault of the Contractor. If the Special Master suspends the Work for more than ninety (90) cumulative days, for reasons other than the fault of the Contractor, the Contractor shall have the option to terminate this Contract, upon not less than seven (7) days written notice to the Special Master.

8. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed under this Contract, exist between the parties. This Contract may only be modified by a written agreement signed by both parties. This Contract may not be assigned by Contractor without the prior written consent of the Special Master.

9. GOVERNING LAW/JURISDICTION. This Contract shall be interpreted and governed in accordance with the laws of the State of Rhode Island and jurisdiction shall be set in the Court supervising the Mastership Proceedings.

10. ATTORNEYS' FEES AND COSTS. The parties shall bear their own attorney's fees.

11. TIME IS OF THE ESSENCE. Time is of the essence in respect to the completion of the Work, and Contractor agrees to do the work covered by the Contract in conformity with the provisions set forth herein and any failure on the part of Contractor to complete the work by the Completion Date, shall constitute a default by the Contractor. Regardless of any other provision of this Contract, if Contractor fails to complete the work by the Completion Date, the Contractor shall be liable to the Special Master for any damages incurred by the Special Master due to such default. Contractor shall also pay a fee to Special Master in the amount of One Thousand and 00/100 (\$1,000.00) Dollars per day, for all days beyond the Completion Date, during which the Work remains uncompleted. This liquidated damages provision is in addition to any legal rights and remedies which Special Master may have to enforce the provisions of this Contract, and Special Master may proceed with such legal rights and remedies in its discretion.

12. TERMINATION. The Special Master may at any time, by providing seven (7) days written notice to Contractor, terminate this Contract and the Contractor's right to proceed with the Work, for just cause, which shall include, but is not limited to the following:

- (a) Failure of Contractor to provide insurance as required, in the exact amounts and within the time specified or within the time of any agreed-upon extension hereof.
- (b) Failure to perform the services required of Contractor hereunder within the time specified herein, or any agreed-upon extension thereof.
- (c) Failure to make progress upon the Work, if such failure endangers performance and/or completion of the Contract in accordance with its terms.
- (d) Failure to perform in compliance with any provision of the Contract, which in the judgment of Special Master, is a material provision.
- (e) Special Master reserves the right to authorize the City to withhold any or all payments until any defects in performance have been corrected to Special Master's satisfaction.
- (f) Any other reason deemed advisable by the Special Master.
- (g) All remedies available to the Special Master herein are cumulative and the election of one remedy shall not be deemed a waiver of any other remedy available to the Special Master.

13. WARRANTY. The Contractor shall guarantee that all Work is in compliance with *Exhibit A* and shall make good any Work that fails conform with *Exhibit A*, without cost to the Special Master or the City. Contractor's warranty shall be limited to defects in workmanship within the scope of Work to be performed under the Contract, and sub-contractors engaged by Contractor, which arise and become known within one (1) year following the Completion Date.

14. AUDITING RIGHTS. The Special Master or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees throughout the term of this contract and for a period of one year after final payment, or longer if required by law, to the extent necessary to adequately permit evaluation and verification of:

(a) Contractor compliance with Contract requirements.

15. HOLD HARMLESS. If the acts or omissions of Contractor or its employees, agents, officers, or sub-contractors, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the Special Master and the City, its agents, officers, and employees, against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

16. LIMITATION OF LIABILITY. The instant Contract is being executed by the Special Master solely in his Court-appointed capacity. Under no circumstances shall the Special Master have any personal liability of any kind or nature, known or unknown. The undersigned parties expressly waive and release any and all claims as to the Special Master now accrued or hereinafter occurring, known or unknown and unconditionally without exception. The Contractor also expressly waives and releases any and all claims as to the City now accrued or hereinafter occurring, known or unknown and unconditionally in connection with the Contract, with the sole exception of its rights to be paid the Contract Price by the City as stated herein herein and subject to the terms stated herein.

17. EXECUTION IN COUNTERPART AND BY FACSIMILE SIGNATURE.

This Contract may be executed in counterparts, and via facsimile or electronic signature, all of which when signed and taken together, shall constitute one original agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates set forth below.

---

John A. Dorsey, Esq. (#8373), as and only as  
Special Master  
**FERRUCCI RUSSO, P.C.**  
55 Pine Street – 4<sup>th</sup> Floor  
Providence, RI 02903  
Tel: (401) 455-1000  
Email: [jdorsey@frrlawri.com](mailto:jdorsey@frrlawri.com)

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City of Woonsocket

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American Constructions Trades  
Corporation

## EXHIBIT A

### Scope of Demolition Work

The following scope of work is for the complete demolition of the building structures located at: (a) 719 River Street, Woonsocket, Rhode Island; (b) 775 River Street, Woonsocket, Rhode Island; (c) 787 River Street, Woonsocket, Rhode Island; and (d) 0 River Street, Woonsocket, Rhode Island (collectively the "Project Site").

The Contractor shall complete demolition and removal of all of the building structures at the Project Site including but not limited to the breakup and removal of slabs, foundations and footings. All concrete foundations will be taken down three (3) to four (4) feet below grade with the exception of the foundation closest to the water, which will remain in place to act as a retaining wall to protect the Project Site from runoff. The Contractor shall cap or make safe any utility connections to the Project Site.

For the main building located at 719 River Street, under the loading docks, the fill can be used for back fill on site. The Contractor can also use crushed masonry for back fill. The Contractor shall provide temporary fencing during demolition along River Street. All debris or environmental materials associated with the demolition will be hauled off site to a licensed recycling facility, or otherwise disposed of all in accordance with applicable local, state and federal laws and regulations.

The Contractor will provide dust control for the duration of demolition work. Upon completion of the demolition work, the Contractor will leave the Project Site in a clean and orderly manner free of waste and debris. Therewith, the Contractor shall remove any and all automobiles, machines, equipment and the like. The Contractor shall maintain all insurances and permits as are required for the demolition work. The Contractor will also coordinate with National Grid for the removal of all transformers on site.

As part of the demolition work, the Contractor assumes responsibility for the proper removal, transport and disposal of any and all environmental materials from the Project Site, including but not limited to any hazardous waste, lead and/or asbestos.

The Contractor shall be authorized to salvage any and all materials from the Project Site as part of the demolition of the building structures at the Project Site.