

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

**MONDAY, OCTOBER 21, 2019  
WOONSOCKET CITY COUNCIL AGENDA  
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING  
7:00 P.M. – HARRIS HALL  
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895**

**REGULAR MEETING**

1. **ROLL CALL**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

- 19 O 54 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Various Technical and Clarification Changes.-Gendron
- 19 O 60 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" regulating Compassion Centers.-Gendron
- 19 O 61 Amending the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning", Section 4 and Section 18.-Ward & Cournoyer
4. **AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

19 LC 35 Application of licenses and renewal of licenses (listing attached).
  5. **CITIZENS GOOD AND WELFARE**  
(Please limit comments to five minutes)
  6. **APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD OCTOBER 7<sup>TH</sup>**
  7. **CONSENT AGENDA**  
All items on the consent agenda are indicated with an asterisk (\*).
  8. **COMMUNICATIONS FROM MAYOR**  
None.
  9. **COMMUNICATIONS FROM CITY OFFICERS**

19 CO 57\* From Planning Board Chairman submitting response to request for advice & recommendation regarding Various Technical and Clarification changes.

19 CO 58\* From Planning Board Chairman submitting response to request for advice & recommendation regarding regulating Compassion Centers.

19 CO 59\* From Planning Board Chairman submitting response to request for advice & recommendation regarding Zoning, Section 4 & Section 18.
  10. **COMMUNICATIONS AND PETITIONS**

19 CP 27 A request of Richard & Maureen York to address the City Council regarding the following items:  
1. Recouping heavy losses on our home.  
2. Orders to take care of city property.

- 19 CP 28 Request of Councilwoman Sierra to address the following:
1. The daily operations of the Woonsocket Animal Shelter and the current duties and/or restrictions placed upon our ACO, volunteers and the public.
  2. The progress of Mr. Tavenier's project on 5<sup>th</sup> Avenue (School).
11. **GOOD AND WELFARE**  
(Five minute limit, per Council Rules of Order)
12. **ORDINANCES TABLED UNTIL THIS MEETING**
- 19 O 54 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Various Technical and Clarification Changes.-Gendron
- 19 O 60 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" regulating Compassion Centers.-Gendron
- 19 O 61 Amending the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning", Section 4 and Section 18.-Ward & Cournoyer
13. **ORDINANCES PASSED FOR THE FIRST TIME OCTOBER 7<sup>TH</sup>**
- 19 O 62 Authorizing connection to the City of Woonsocket Water System.-Gendron
- 19 O 63 Authorizing the lease of water tower space to New Cingular Wireless PCS, LLC.-Gendron
- 19 O 64 Amending the Code of Ordinances, City of Woonsocket, Rhode Island, Chapter 2, Entitled "Administration".-Ward, Gendron, Brien, Cournoyer & Sierra
- 19 O 66 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron
14. **RESOLUTIONS TABLED UNTIL THIS MEETING**
- 19 R 107 Granting permission to use City property.-Gendron
15. **NEW RESOLUTIONS**
- 19 R 112 Authorizing the cancellation of certain taxes.-Gendron
- ~~19 R 113 The administration requests City Council support and approval for a request for a proposal of a public safety study.-Gendron~~
- 19 R 114 Approving the appointment of members of the Redevelopment Agency of Woonsocket by the Mayor.-Gendron
- 19 R 115 Requesting Rhode Island State Planning Council (SPC) and Rhode Island Department of Transportation (RIDOT) to reconsider approval of major amendment #19 to the State Transportation Improvement Program (STIP).-Kithes, Gendron & Cournoyer
- 19 R 116 Instructing the Administration to issue a request for proposal in connection with a renewable energy project at River's Edge Recreational facility.-Brien
- 19 R 117 Recognizing Jennifer Jolicoeur & Athena's Home Novelties.-All Councilors
16. **ADJOURNMENT**

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

Posted October 17, 2019 (Amended)

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AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

CLASS F LIQUOR

Woonsocket Senior Center, 84 Social Street

HOLIDAY LICENSE

Sufi, Inc., d/b/a Gulf Express, 852 Park Avenue

TOBACCO

Sufi, Inc., d/b/a Gulf Express, 852 Park Avenue

RENEWALS

1<sup>ST</sup> CLASS VICTUALING

Al's Place, 134 Providence Street (extended hours)

Barbara's Place, 77 North Main Street

Burger King, 293 Social Street

D'Angelo's, 1384 Park Avenue

Dunkin Donuts, 240 Social Street (extended hours)

Dunkin Donuts, 308 Cumberland Street

Dunkin Donuts, 176 Mendon Road (extended hours)

Dunkin Donuts, 1338 Park Avenue

Dunkin Donuts, 246 South Main Street

King Wok, 477 Clinton Street

McDonald's, 1900 Diamond Hill Road

MVP Pizzeria, 840 Cumberland Hill Road

Pacific Asian Cuisine, 63 Cumberland Street

Patriot's Diner, 65 Founders Way

Sunrise Pizza & Grill, 180 Social Street (extended hours)

Taco Bell, 1500 Diamond Hill Road

2<sup>ND</sup> CLASS VICTUALING

Serio's Fish & Chips, 170 Providence Street

COIN OPERATED MACHINE

Amvets Club, 842 Social Street

Belhumeur-Duhamel American Legion Post #62, 19 Arnold Street

Charley's Place, 156 First Avenue

James Court Street Pub, 111 Main Street

The Tyra Club, 119 West Street

POOL TABLE

Amvets Club, 842 Social Street

Belhumeur-Duhamel American Legion Post #62, 19 Arnold Street

TATTOO LICENSE

Sacred Anchor Tattoo Company, 91 Mason Street

**Monday, October 7, 2019**

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

Six (6) members are present. Councilman Cournoyer was absent.

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

19 LC 33

Upon motion of Councilman Brien seconded by Councilors Sierra and Ward it is voted that the following licenses be granted, a voice vote on same being unanimous: 3 applications for Class F license, 1 application for Class F license with entertainment, 1 application for tobacco sales license, 3 applications for renewal of first class victualing license, 1 application for renewal of holiday license, 6 applications for renewal of quarterly entertainment license, 1 application for transfer of holiday license and 1 application for transfer of tobacco sales license.

19 LC 34

An application of Uniques and Antiques on Main to hold second hand dealer license at 12 Main Street, which was advertised for hearing on this date, is read by title, and

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

Marvin Wells was present for the public hearing.

Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted to that the public hearing be adjourned at 7:05 P.M.

The following persons addressed the council under citizens good and welfare: Rob Keegan, Benjamin Gonzales, Estelle Bubble, Jonathan Carney, Shirley Robinson, John Reynolds, Jr.

Upon motion of Councilman Brien seconded by Councilors Kithes and Sierra it is voted that the minutes of the regular meeting held September 16th be approved as submitted, a voice vote on same being unanimous.

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

The following items are listed on the consent agenda:

- 19 CO 50 A communication from Public Works Director regarding reconstruction of Rhodes Avenue.
- 19 CO 51 A communication from City Engineer submitting new water treatment plant status report.
- 19 CO 52 A communication from Public Works Director regarding Getchell Street, North Smithfield water connection.
- 19 CO 53 A communication from Public Works Director regarding request to lease water tank space to New Cingular Wireless.
- 19 CO 54 An opinion of City Solicitor regarding claim of Marion B. Sanford.
- 19 CO 55 An opinion of City Solicitor regarding claim of Marisol Santiago.
- 19 CO 56 Monthly odor report from Jacobs Engineering Group.  
Councilman Cournoyer arrived at 7:12 P.M.
- 19 M 12 A communication from Mayor submitting veto message on Ordinance 19 O 45, pursuant to Chapter IV, Section 9 of the Woonsocket Home Rule Charter is read by title, and  
Upon motion of Councilman Ward seconded by Councilors Brien and Sierra it is voted to override notwithstanding the Mayor's veto, a voice vote on same being unanimous.
- 19 M 13 A communication from Mayor requesting to discuss the following: Shredding and Eco depot, new construction of the freestanding Domino's, new construction of Family Dollar, Athena's Guinness Book of World Records Event at River's Edge Complex, Pumpkin Fest, Spooktacular Dance, Paint Night events, demolition of city properties on River Street and congratulating Bella Mente Counseling.
- 19 CP 24 A request of Councilman Ward to address the following: request of property owner to acquire land abutting business, Martineau Street; October 6<sup>th</sup> car event at Diamond Hill Plaza, discussion of House Bill H5028/an act relating to public utilities and carriers-The Rhode Island Utility Fair Share Roadway Repairs Act.
- 19 CP 25 A request of Vice President Brien to address the following: update of contract negotiations wit Green Development, status of Rivers Edge in connection with Resolution 19 R 87.
- 19 CP 26 A request of Councilman Kithes to address the following: a discussion of the original and amended versions of 19-R-102, arguments against the nature and text

of the amendments, the possibility of the amendment having been out of order and a discussion of removing my name as sponsor of the amended version

The following remarks are made under good and welfare:

Councilman Kithes passed.

Councilwoman Sierra passed.

Councilman Soucy spoke about Athena's Guinness Book of Records and solicited more help.

Councilman Ward congratulated Councilman Soucy on his participation with Athena's. He spoke about Autumnfest.

President Gendron passed.

Councilman Brien spoke about New Beginnings Karaoke night fundraiser. He spoke about odor report and he spoke about Autumnfest including ride night, the beer tent & and bands.

Councilman Cournoyer passed.

19 O 49 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Sections 15.3 and 16.7 regulating zoning board of review fees, which was passed for the first time on September 16<sup>th</sup>, is read by title, and

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

19 O 50 An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Zoning Board of Review procedures, which was passed for the first time on September 16<sup>th</sup>, is read by title, and

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

19 O 51 An ordinance amending Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" Section 2, Section 12 and Section 18, which was passed for the first time on September 16<sup>th</sup>, is read by title, and

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

- 19 O 52           An ordinance in amendment of Code of Ordinances, City of Woonsocket, Appendix C entitled "Zoning" various technical changes, which was passed for the first time on September 16th, is read by title, and
- Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 53           An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on September 16th is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilman Soucy it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 55           An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on September 16<sup>th</sup>, is read by title, and
- Upon motion of Councilman Ward seconded by Councilwoman Cournoyer it is voted that the ordinance be passed, a roll call vote on same being unanimous. Councilman Kithes recused himself from this vote.
- 19 O 56           An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on September 16<sup>th</sup>, is read by title, and
- Upon motion of Councilman Ward seconded by Councilwoman Sierra it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 58           An ordinance authorizing Finance Director to enter into a contract with KNE Corporation, which was passed for the first time on September 16<sup>th</sup>, is read by title, and
- Upon motion of Councilwoman Sierra seconded by Councilman Ward it is voted that the ordinance be passed, a roll call vote on same being unanimous.
- 19 O 59           An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances, City of Woonsocket, which was passed for the first time on September 16<sup>th</sup>, is read by title, and
- Upon motion of Councilman Cournoyer seconded by Councilwoman Sierra it is voted that the ordinance be passed, a roll call vote on same being 5-2 with Councilors Kithes and Ward voting no.
- 19 O 62           An ordinance authorizing connection to the City of Woonsocket Water System is read by title



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

Upon motion of Councilwoman Sierra seconded by Councilman Ward it is voted that the ordinance be amended as follows: In Section 2 delete "Section 10" and in its place insert "Section 9". This amendment is voted on and passed unanimously on a voice vote. The ordinance, as amended, is then voted on and passed for the first time on a unanimous roll call vote.

19 O 63 An ordinance authorizing the lease of water tower space to New Cingular Wireless is read by title, and

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

19 O 64 An ordinance amending Code of Ordinances, City of Woonsocket, Chapter 2 entitled "Administration" is read by title, and

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

19 O 65 An ordinance granting a petition for Cox Communications for underground installation for fiber optic cable at the corner of Depot Square and Main Street is read by title, and

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

19 O 66 An ordinance in amendment of Chapter 17 entitled "Traffic" of the Code of Ordinances is read by title, and

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

19 R 106 A resolution authorizing the cancellation of certain taxes is read by title, and

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

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

A motion is made by Councilwoman Sierra seconded by Brien that the resolution be passed, however before this is voted on

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

19 R 108

A resolution authorizing Public Works Director to enter into a contract with J.H. Lynch & Sons Inc. is read by title, and

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

19 R 109

A resolution invoking the authority to make inquiries and conduct an investigation by the Woonsocket City Council is read by title, and

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

19 R 110

A resolution authorizing the engagement of Gorham & Gorham in connection with making inquiries and conducting an investigation by the Woonsocket City Council is read by title, and

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

Upon motion of Councilman Kithes seconded by Councilman Ward it is voted that the resolution be amended as follows: In Section 1 after "approved" add ", up to a maximum payment of \$10,000. Payment beyond \$10,000 requires additional approval by the Woonsocket City Council at the time it is requested". The resolution, as amended, is then voted on and passed unanimously on a voice vote.

19 R 111

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

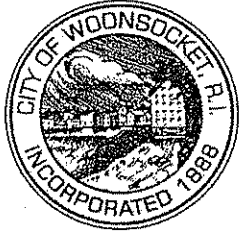
Upon motion of Councilman Brien seconded by Councilman Ward it is voted that the resolution be passed, a voice vote on same being unanimous.

Upon motion of Councilman Ward seconded by Councilman Kithes it is voted that the meeting be and it is hereby adjourned at 8:27 P.M.

Attest:

Christina Harmon

City Clerk



# City of Woonsocket, RI

## Planning Board

To: The City Council

Cc: Christina Duarte, City Clerk  
Carl Johnson, Zoning Official  
Steven Lima, Director of Planning & Development

From: Kenneth Finlay, Planning Board Chairperson

October 1, 2019

Re: Zoning Ordinance Amendment: C-2 FAR and Downtown Overlay District Changes

It is a duty of the Woonsocket Planning Board to review and provide recommendations to the Woonsocket City Council regarding proposed amendments to the Zoning Ordinance. The purpose of such reviews are to ensure the proposed amendments are consistent with the City's Comprehensive Plan. The above referenced amendment proposes changes to the floor area ratio in C-2 zones (section 8.2-2) and various technical changes to regulations related to the Downtown Overlay District (section 12.5).

The Planning Board reviewed the intent of sections 8.2-2 and section 12.5 of the Zoning Ordinance compared to the intent of the proposed amendment. Regarding section 8.2-2, the intent of the Zoning Ordinance is to limit the size and form of development in C-2 zones using floor area ratio – a common approach. The Planning Board understands the intent of the amendment is to correct a typo in the zoning ordinance by changing the FAR from .4 to 4.0. Regarding section 12.5, the intent of the zoning ordinance is to regulate development within the Downtown Overlay District in such a way that this district experiences an economic revitalization. The intent of the amendment is to prevent residential development at street level, thereby reserving that space for more active commercial uses. Additionally, the amendment limits micro-lofts to one bedroom. The Planning Board received additional information from the staff of the Department of Planning & Development regarding the reasons for the proposed amendment and regarding the proposal's conformity with the 2012 Comprehensive Plan.

The Planning Board finds the proposed changes to section 12.5 to be consistent with the Comprehensive Plan for the reasons described in the Planning Division's staff report dated September 27, 2019 and enclosed herein. Further, the Planning Board supports the Council in

correcting the typo present in section 8.2-2 of the Zoning Ordinance by changing the FAR in C-2 zones back to 4.0 from .4 because ~~no~~ deliberate process was ~~never~~ used to arrive at a FAR of .4.

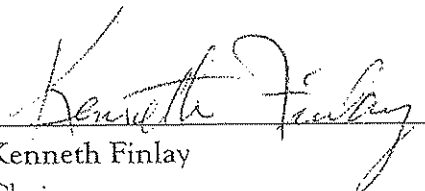
That said, the Planning Board does not find a FAR of 4.0 to be consistent with the Comprehensive Plan because a FAR of 4.0 is unlikely to result in "balanced and beneficial growth." A FAR of 4.0 could result in tower-like buildings surrounded by massive parking lots—an undesirable form of development in the opinion of the Planning Division. As a result, the Planning Board has requested that the Zoning Official and City Planner work together to draft a new amendment to reduce the FAR in C-2 zones to a more appropriate level.


Motion by Member Miller and seconded by Member Pratt to recommend passage of the proposed amendment to the City Council regarding amending Section 8.2-2 and Section 15.1 of the Zoning Ordinance to (1) correct a typo in the zoning ordinance regarding FAR in C-2 zones and (2) clarify the regulations within the Downtown Overlay District to better reflect the City's intent and to help bring economic revitalization to the district. This recommendation shall become effective immediately upon its passage.

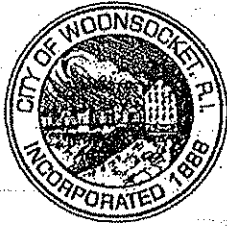
Vice Chair Eappen	Yes		No	<i>absent</i>
Chairman Finlay	<input checked="" type="radio"/>		No	
Member Miller	<input checked="" type="radio"/>		No	
Member Pratt	<input checked="" type="radio"/>		No	

Motion Passes | Fails 3-0-0

Certified at Woonsocket, Rhode Island, October 1, 2019.

  
Kenneth Finlay  
Chairman

  
Kevin Proft  
Administrative Officer/City Planner



# City of Woonsocket, RI

## Planning Board

To: The City Council

Cc: Christina Duarte, City Clerk  
Carl Johnson, Zoning Official  
Steven Lima, Director of Planning & Development

From: Kenneth Finlay, Planning Board Chairperson

September 3, 2019

Re: Zoning Ordinance Amendment: Siting Requirements for Compassion Centers and Updated Definition for Compassion Center

The Woonsocket City Council has requested the advice and recommendation of the Planning Board regarding potential changes to Section 15.8-2 and Section 18 of the Zoning Ordinance of the City of Woonsocket, Rhode Island. The Woonsocket Planning Board has reviewed the intent of Section 15.8-2 and Section 18 of the Zoning Ordinance relative to the intent of the Council. First, the intent of Section 15.8-2 is, in part, to protect the public from irresponsible siting of compassion centers; the intent of the Council is to responsibly relax siting requirements to avoid the virtual exclusion of compassion centers in Woonsocket. Second, the intent of Section 18 is, in part, to define compassion centers; the intent of the Council is to prevent compassion centers from cultivating marijuana by narrowing said definition. The Planning Board received additional information from the staff of the Department of Planning & Development regarding the reasons for the proposed amendment and regarding the proposal's conformity with the 2012 Comprehensive Plan.

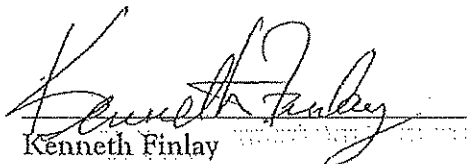
The Planning Board finds that the proposed changes are consistent with the 2012 Comprehensive Plan for the reasons described in the Planning Division's staff report dated August 26, 2019 and enclosed herein. The Planning Board recommends to the City Council that Section 15.8-2 and Section 18 be revised as proposed to (1) allow for the siting of compassion centers in Woonsocket while avoiding locating these facilities near schools or near residential zones and (2) prevent compassion centers from cultivating marijuana. This resolution shall become effective immediately upon its passage.

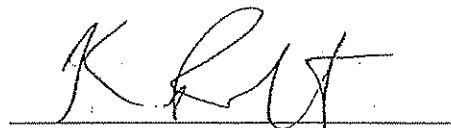
Motion by Member Eappen and seconded by Member Miller to approve the above recommendation to the City Council regarding amending Section 15.8-2 and Section 18 of the Zoning Ordinance to (1) allow for the siting of compassion centers in Woonsocket while avoiding locating these facilities near schools or near residential zones and (2) to prevent compassion centers from cultivating marijuana. This resolution shall become effective immediately upon its passage.

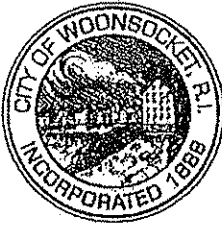
Secretary Crisafulli	Yes
Vice Chair Eappen	Yes
Chairman Finlay	Yes
Member Miller	Yes
Member Pratt	Yes

Motion	Passes	5 - 0 - 0
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Certified at Woonsocket, Rhode Island, September 3, 2019.

  
Kenneth Finlay  
Chairman

  
Kevin Proff  
Administrative Officer/City Planner



# City of Woonsocket, RI

## Division of Planning

To: Woonsocket Planning Board  
cc: Steven Lima, Director of Planning & Development  
Carl Johnson, Zoning Official

From: Kevin Proft, City Planner

Date: August 26, 2019

Re: Zoning Amendment - Appropriate Siting of Compassion Centers

The Woonsocket City Council has requested a recommendation of the Planning Board regarding the appropriate siting of compassion centers. As currently written, compassion centers are allowed by special use permit, but are virtually prohibited by the standards the Zoning Board must follow to grant the special use permit. (Section 15.8-2, of the Zoning Ordinance of the City of Woonsocket, Rhode Island). Specifically, the geographic areas compassion centers are prohibited from include all but a handful of parcels within the city. The Department of Planning & Development has proposed relaxing the geographic restrictions to allow compassion centers in more places. The proposal will prohibit compassion centers within 200 feet of R-1, R-2, R-3, R-4, and MU-1 zoning districts, within 1,000 feet of K-12 schools, and within 200 feet of head starts/nursery schools. The Planning Division finds that relaxing the standards as proposed by the Department of Planning & Development is consistent with the 2012 Comprehensive Plan for the following reasons.

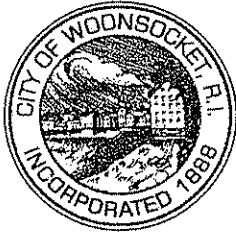
The Comprehensive Plan states that the City should grow Woonsocket's economy in a balanced and beneficial manner (Goal ED-2), in part, by attracting new businesses to the City (Policy ED-2.1). It also states that Woonsocket should be more "business friendly" (Goal ED-4). By relaxing the geographic restrictions associated with compassion centers, the city reduces a hurdle for a prospective business owner and is more likely to attract compassion centers.

The Comprehensive Plan states that the City should diversify Woonsocket's economy (Goal ED-3), in part, by transitioning the city from its former history as a manufacturing center (Policy ED-3.1). Compassion centers could create a new retail sector of the local economy.

The Comprehensive Plan states that the City should allow for flexible development by increasing options available to property owners (Goal LU-1). Relaxing the geographic restrictions on compassion centers will make an additional commercial use available to many property owners.

For the above reasons, the Planning Division supports the proposed zoning amendment.

Kevin Proft  
City Planner



# City of Woonsocket, RI

## Planning Board

To: The City Council

Cc: Christina Duarte, City Clerk  
Carl Johnson, Zoning Official  
Steven Lima, Director of Planning & Development

From: Kenneth Finlay, Planning Board Chairperson

October 1, 2019

Re: Zoning Ordinance Amendment: Use table and definition changes

It is a duty of the Woonsocket Planning Board to review and provide recommendations to the Woonsocket City Council regarding proposed amendments to the Zoning Ordinance. The purpose of such reviews are to ensure the proposed amendments are consistent with the City's Comprehensive Plan. The above referenced amendment proposes changes to the Zoning Ordinance's use tables (section 4) and definitions regarding uses (Section 18.1 - 120).

The Planning Board reviewed the intent of sections 4 and section 18.1 - 120 of the Zoning Ordinance compared to the intent of the proposed amendment. Regarding section 4, the intent of the Zoning Ordinance is to identify what uses are allowed in each zoning district. The intent of the amendment is to add clarifying language, reduce redundancy, and make minor organizational changes to Section 4. Regarding section 18.1 - 120, the intent of the Zoning Ordinance is to define various types of uses that appear elsewhere in the regulatory document. The intent of the amendment is to add definitions for additional uses types that appear in the Zoning Ordinance but are not defined. It also removes the definitions of accessory use, nonconforming use, principal use, and public use; the planning board was informed that this was unintentional, and that the language will be restored before adoption of the amendment. The Planning Board received additional information from the staff of the Department of Planning & Development regarding the reasons for the proposed amendment and regarding the proposal's conformity with the 2012 Comprehensive Plan.

The Planning Board finds the proposed changes are technical in nature and do not impact the Zoning Ordinance's consistency with the Comprehensive Plan.



The Planning Board's recommendation includes the following CONDITION:

- Restore the definitions for accessory use, nonconforming use, principal use, and public use to section 18.1 - 120.

The Planning Board suggests the following alteration before adoption:

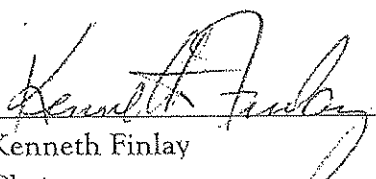
- Improve the formatting of the amendment beginning at section 18.1 - 120 - (e) in order to better conform with the existing format of the Zoning Ordinance.


Motion by Member Pratt and seconded by Member Miller to recommend WITH A CONDITION the passage of the proposed amendment to the City Council regarding amending Section 4 and Section 18.1 - 120 of the Zoning Ordinance to (1) improve clarity within the use table and (2) include more use types in the definition section of the Zoning Ordinance. This recommendation shall become effective immediately upon its passage.

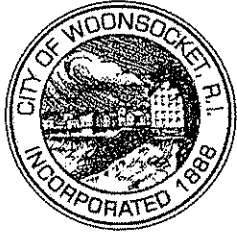
Vice Chair Eappen	Yes		No	<i>absent</i>
Chairman Finlay	<input checked="" type="radio"/> Yes		No	
Member Miller	<input checked="" type="radio"/> Yes		No	
Member Pratt	<input checked="" type="radio"/> Yes		No	

Motion Passes | Fails 3-0-0

Certified at Woonsocket, Rhode Island, October 1, 2019.

  
Kenneth Finlay  
Chairman

  
Kevin Proft  
Administrative Officer/City Planner



# City of Woonsocket, RI

## Division of Planning

To: Woonsocket Planning Board  
cc: Steven Lima, Director of Planning & Development  
Carl Johnson, Zoning Official  
From: Kevin Proft, City Planner

Date: September 27, 2019

Re: Zoning Amendment - Use table and definition changes

It is a duty of the Planning Board to review and provide recommendations to the City Council regarding proposed amendments to the Zoning Ordinance. The purpose of such reviews are to ensure the proposed zoning amendments are consistent with the City's Comprehensive Plan. The above referenced amendment includes multiple changes.

**First, the proposed amendment separates public uses from semi-public uses in the Zoning Ordinance's use table.** As no uses are added, removed, or significantly modified, the proposed change is not inconsistent with the Comprehensive Plan.

**Second, the proposed amendment reduced redundancies and offers clarification regarding non- and for-profit educational institutions within the semi-public use table and commercial use table.** As no uses are significantly modified, the proposed change is not inconsistent with the Comprehensive Plan.

**Third, the proposed amendment alters section 18.1 Definitions, 120 Uses.** The amendment eliminates the definition for accessory use, nonconforming use, principal use, and public uses. The Planning Division suspects this was unintentional and recommends against this removal of definitions. If the City Council has a reason for this removal of definitions, the Planning Division requests further explanation before offering a positive recommendation.

**Fourth, the proposed amendment alters section 18.1 Definitions, 120 Uses.** The amendment adds a definition for, and examples of, semi-public use, and adds definitions of municipal use, state use, and federal use. The proposed definitions do not change the fundamental understanding of any of the uses and, therefore, the alterations are not inconsistent with the Comprehensive Plan. That said, the Planning Division recommends that the City Council improve the formatting of the amendment beginning at section 18.1 - 120 - (e) in order to better conform with the existing format of the Zoning Ordinance.

Sincerely,  
Kevin Proft  
City Planner

Duarte, Chris

---

From: mey682@aol.com  
Sent: Wednesday, October 16, 2019 10:49 AM  
To: Duarte, Chris

**Richard & Maureen York  
188 Knollwood Drive  
Woonsocket, RI**

**We would like to be placed on docket for October 21, 2019 to address council. Topics below**

**Recouping heavy losses on our home**

**Orders to take care of city property**

**Richard & Maureen York**

Denise D. Sierra  
292 Gaskill Street  
Woonsocket, RI 02895

October 16, 2019

City of Woonsocket  
Attn: Ms. Christina Duarte-City Clerk  
169 Main Street  
Woonsocket, RI 02895

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

**RE: October 21, 2019 City Council Agenda Items**

Dear Madam Clerk:

Under Communications and Petitions of the Woonsocket City Council's meeting agenda for the May 20, 2019 meeting, please be advised that I wish to address the following:

- 1) The daily operations of the Woonsocket Animal Shelter and the current duties and/or restrictions placed upon our ACO, volunteers and the public.
- 2) The progress of Mr. Tavenier's project on 5<sup>th</sup> Avenue (School).

Thank you,

Denise Sierra

# City of Woonsocket Rhode Island



September 16, 2019

## Ordinance Chapter

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

- WHEREAS,** the City Council approved Ordinance 18 O 08 (Exhibit A), which amended the Code of Ordinances, Appendix C, to amend residential uses; and
- WHEREAS,** it was found that more clarification and continuity of format was necessary in Section 12 and Section 18; and
- WHEREAS,** the Council and the Department of Planning and Development staff has recommended some additional changes to Section 12 and Section 18 of the Zoning Ordinance of the City of Woonsocket for more clarification and continuity of format; and
- WHEREAS,** The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and dimensional regulations.

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

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

**Section 8.2. Requirements of C-2 District be amended as follows:**

8.2-2 Floor Area Ratio. The maximum floor area ratio shall be ~~0.4~~, 4.0, unless twenty-five (25) percent or more of the total lot area is preserved and maintained as natural open space, in which case the maximum floor area ratio shall be increased to ~~0.5~~-5.0.

**Section 12.5 Downtown Overlay District be amended as follows:**

12.5 Downtown Overlay District. The Downtown Overlay District is hereby established to confer additional options for development and land use in the Main Street area, with the boundaries of the Downtown Overlay District as defined in Section 2.1-6.6. The overlay district is intended to allow additional permitted uses that encourage further growth and concentration of art, cultural and entertainment attractions in the Main Street area; promote the temporary use of vacant and underutilized properties; and encourage a walkable, vibrant environment.

With the exception of live/work units, residential uses are prohibited in any street level or below units in the Downtown Overlay District. All land, buildings, structures, improvements and facilities within the Downtown 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 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

Section 12.5-1(2) Live/work units be amended as follows:

12.5-1(2) Live/work unit. If the unit is located on the ground floor fronting the street, the residential area should shall be in the back of the building. unit.

Section 12.5-1(410) Micro-lofts, Micro-Apartments and/or Studios be amended as follows:

12.5-1(410) Micro-lofts, Micro-apartments and/or Studios: A small self-contained one-bedroom residential living unit of at least three hundred twenty-five (325) square feet and of no more than five hundred and fifty (550) square feet located in any building level above the first street level. Micro-lofts, Micro-apartments or Studios shall include space with a living unit for sleeping and/or sitting, a kitchenette, limited storage space, and a bathroom. Micro-lofts, Micro-apartments or Studios shall not exceed one bedroom or sleeping area. Micro-lofts, Micro-apartments or Studios are allowed only in upper level stories, not street levels, of existing properties (i.e. they are not allowed for in newly constructed properties) within the City's Downtown Overlay District. For avoidance of doubt, Micro-lofts, Micro-apartments and/or Studios are not permitted in any other areas or zoning districts within the city other than the City's Downtown Overlay District, nor are the allowed in any newly constructed buildings/structures or in any street level or below area of existing buildings.

Section 12.5-1(410.1) Minimum & Maximum Requirements

Section 18 Definitions be amended as follows:

Micro-lofts, Micro-apartments, or Studios. A small self-contained one-bedroom residential dwelling unit of not less than three hundred twenty-five (325) square feet and not more than five hundred and fifty (550) square feet on any level above a first-story ground floor commercial use. Micro-lofts, Micro-apartments, and/or Studios shall include space for sleeping and/or sitting, a kitchenette, limited storage space, and a bathroom. Micro-lofts, Micro-apartments or Studios shall not exceed one bedroom or sleeping area.

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

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

- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is under consideration;
- (3) Contain a statement of the proposed amendments to the ordinance and map once in its entirety, with the second and third publication referencing the date of the first publication;
- (4) Include one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city and town boundaries where appropriate.
- (5) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and

- (6) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

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

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

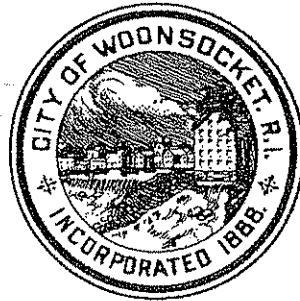
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Daniel Gendron, City Council President  
By Request of the Administration

IN CITY COUNCIL September 16, 2019 – Read by title, amended and tabled to be referred to the Planning Board for advice and recommendation and advertised for public hearing.  
AMENDMENT: In Section 3 after “Call” insert “or another approved media outlet”.

# City of Woonsocket Rhode Island

September 16, 2019



## Ordinance Chapter

### IN AMENDMENT OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET, RHODE ISLAND APPENDIX C, ENTITLED "ZONING" REGULATING COMPASSION CENTERS

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

**WHEREAS,** As currently written compassion centers although allowed by special use permit are virtually prohibited by the standards the zoning board of review are required to follow to grant the special use permit

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

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

#### **Sections 15.8-2 and 18 of the ordinance be amended as follows:**

15.8-2 Standards for Special Use Permits for Compassion Centers. The following standards shall be applied in the consideration of special use permits for Compassion Centers:

- (1) The application for a special use permit for a compassion center shall provide:



- a. The applicant's legal and any d/b/a name(s), certificate of incorporation under R.I. Gen. Laws § 7-6-36 or certificate of authority under § 7-6-70, articles of incorporation and bylaws, and, if applicable, documentation of recognition as a tax-exempt organization by the US Internal Revenue Service.
- b. A business plan, including scope of activities, budget and resource narratives, and timeline for initiating operations. **(This shall include the applicant's acknowledgement that no cultivation of marijuana and no manufacturing of marijuana products or derivatives will be conducted on the premises)**
- c. The proposed physical location of the compassion center (by plat and lot number, mailing address, etc.),
- d. Evidence that the physical locations are not located within one thousand feet (1,000') of the property line of a preexisting public or private school in compliance with R.I. Gen. Laws § 21-28.6-12(f)(2). For the purposes of this paragraph, "private school" shall be deemed to refer to any nonpublic institution of elementary or secondary (K-12th Grade) education, accredited or recognized as a private school by the department of elementary and secondary education or the school committee of the city or town having jurisdiction over private schools. For purposes of this paragraph, the 1000' distance shall be measured from the secured compassion center premises, which shall include allotted outdoor areas (such as parking and loading areas), to the property line of the school, which shall include the school building, land, and appurtenances.
- e. Evidence that the physical locations are not located within two hundred feet (200') of the property line of a nursery school or Head Start Facility. For purposes of this paragraph, the 200' distance shall be measured from the secured compassion center premises, which shall include allotted outdoor areas (such as parking and loading areas), to the property line of the nursery school or Head Start facility.
- f. A draft diagram of the proposed facilities, including where within the facility the medical marijuana will be stored, processed, packaged, manufactured and dispensed, and where security alarms and cameras and surveillance recording storage will be located, and showing the location of the facility relative to streets and other public areas.
- g. A description of objective parameters (such as distances from streets and public areas) and/or proposed measures (such as black-out window shades) that ensure that marijuana at the premises shall not be visible from the street

or other public areas.

h. Evidence of either ownership of property or agreement by owner of property to allow the operation of a compassion center on the property, including the sale of medical marijuana, if property has already been purchased or leased at the time of the application.

i. The legal name, current address, and date of birth of each principal officer, director or member of the compassion center.

j. A list of all persons or entities (legal names and current addresses) having direct or indirect authority over the management or policies of the compassion center.

k. If a compassion center will have a management agreement in place, it shall also include a copy of the management agreement or management agreement proposal and a list of persons who have any ownership interest or operational control over the management company.

l. A list of all persons or business entities (legal names and current addresses) having any ownership interest in the applicant entity, whether direct or indirect.

m. If the compassion center premises and/or other operational assets will be owned or leased by a person or entity other than the applicant, the legal name and current address of such person or entity and a list of all persons or entities (legal names and current addresses) having any ownership interest in such entity, whether direct or indirect.

n. The legal names and current addresses of all creditors holding a security interest in the premises and/or other assets to be used in the compassion center operations, if any.

- (2) That the special use shall be in harmony with the general purpose and intent of this ordinance;
- (3) Under no circumstances and notwithstanding any provisions contained elsewhere in either State law and regulations or in this ordinance or any other City ordinance, the cultivation of marijuana and/or the manufacture of marijuana products and derivatives are strictly prohibited at licensed and approved Compassion Centers. For the avoidance of doubt, Compassion Centers are restricted to the retail sale of marijuana related finished goods and products only, along with marijuana related supplies and educational materials.
- (4) That all appropriate conditions and safeguards are included in the special use permit in the form of stipulations deemed appropriate by the Zoning Board of Review.

- (5) That the subject property is in full compliance with applicable minimum lot area and parking requirements set forth in this ordinance, Section 5.1-3.12 Off-Street Parking Regulations: Retail Commercial Establishments, Service Establishments & Out-Patient Facilities.
- (6) That the requested use at the proposed location is sufficiently buffered in relation to any residential area in the immediate vicinity to not adversely affect said area;
- (7) That the exterior appearance of the structure will be consistent with the exterior appearance of structures already constructed or under construction within the immediate neighborhood, so as to prevent blight or deterioration, or substantial diminishment or impairment of property values within the neighborhood.
- (8) All uses granted under this section shall not be located within:
  - a. Two-hundred (200) feet from the nearest R-1, R-2, R-3, R-4 or Mixed Use 1 (MU-1) zoning district
  - b. One thousand (1,000) feet from a public or private school as defined in R.I. Gen. Laws § 21-28.6-12(f)(2) or 200' of a nursery school or Head Start facility; or
  - c. Two thousand (2,000) feet from any other Compassion Center.
- (9) The distances specified in section 8(a), above, shall be measured by a straight line from the nearest R-1, R-2, R-3, R-4, or MU-1 property line to the building line of the premises on which the proposed compassion center use is to be located. The distance specified in section 8(b), above, shall be measured by a straight line from the nearest property line of the public school, private school, nursery school, or Head Start facility to the building line of the premises on which the proposed compassion center use is to be located.
- (10) Hours of operation for a compassion center shall be limited to 7:00 a.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturdays and Sundays.
- (11) Lighting shall be required such that it will illuminate the compassion center, its immediate surrounding area, any accessory uses including storage areas, the parking lot(s), its front facade, and any adjoining public sidewalk. Wherever possible, lighting shall be directed straight downward and full-cutoff fixtures shall be used in order to prevent glare or light trespass.
- (12) The proposed compassion center shall implement the appropriate security and shall insure that each location has an operational security/alarm system.
- (13) No use permitted under this article shall be established prior to submission and approval of a site plan by the Zoning Board of Review with the technical advice of the City's Zoning Official. The site plan shall depict all existing and proposed

buildings, parking spaces, driveways, service areas and other open uses. The site plan shall show the distances between the proposed use and the boundary of the nearest residential zoning district and the property line of all other abutting uses as described within this section.

- (14) All use permitted under this section shall comply fully with all licensing requirements of the City of Woonsocket and the laws of the State of Rhode Island.

Section 18 Definitions:

*Compassion Center*: an entity authorized by the State of Rhode Island to acquire, possess, and / or dispense marijuana or related supplies and educational materials to registered, qualifying patients and/or their registered, designated and qualifying primary caregivers.

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

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

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

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

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

---

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

IN CITY COUNCIL September 16, 2019 – Read by title, amended and tabled to be referred to the Planning Board for advice and recommendation and advertised for public hearing.  
AMENDMENT: In Section 3 after “Call” insert “or another approved media outlet”.

City of Woonsocket  
Rhode Island



September 16, A.D. 2019

Ordinance

Chapter

**AMENDING THE CODE OF ORDINANCES, CITY OF WOONSOCKET,  
RHODE ISLAND, APPENDIX C, ENTITLED "ZONING",  
SECTION 4 AND SECTION 18**

**WHEREAS,** the Council and has recommended changes to Section 2 and Section 18 of the Zoning Ordinance of the City of Woonsocket for more clarification and continuity of format.

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

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

**Section 4. Use Regulations.**

**4.5(a) Public Uses**

Zoning Districts	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
1. Municipal uses	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**
2. State uses	S**	S**	S**	S**	S**	S**	S**	S**	S**	S**	S**	S**
3. Federal uses	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**	p**

**4.5(b) Semi-public Uses**

Zoning Districts	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
1. Place of worship	NP	S	S	S	S	S	NP	NP	NP	NP	NP	NP
2. Charitable, fraternal or service organization	NP	S	S	S	S	P	P	P	NP	NP	NP	NP
3. Nonprofit educational institutions (including those operated by nonprofit legal entities) serving young children	NP	S	S	S	S	NP	NP	NP	S	NP	NP	NP

including nursery schools, pre-schools, kindergartens, elementary schools and middle schools													
4. Nonprofit educational institutions (including those operated by nonprofit legal entities) serving older children and adults, including high schools, vocational schools, colleges and universities	NP	S	S	S	S	P	P	P	S	NP	NP	NP	
5. Family day care home	P	P	P	P	P	P	NP	NP	NP	NP	NP	NP	
6. Day care center	NP	S	S	S	P	S	NP	NP	NP	NP	NP	NP	
7. Hospital for human care	NP	NP	NP	NP	S	S	NP	NP	NP	NP	NP	NP	
8. In-patient rehabilitation facility	NP	NP	NP	S	S	S	NP	NP	NP	NP	NP	NP	
9. Out-patient rehabilitation	NP	NP	NP	NP	NP	S	S	NP	NP	NP	NP	NP	
10. Prison or correctional institution, including half-way house	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	
11. Compassion Centers, either for cultivation, processing, sale or distribution (See §15.8-2 for SP Use Standards)	NP	NP	NP	NP	NP	S**	S**	NP	S**	S**	NP	NP	
12. Passenger terminals	NP	NP	NP	NP	NP	P	P	P	P	P	NP	NP	
13. Solar Energy System-Small Residential	P	P	P	P	P	P	P	P	P	P	NP	NP	
14. Solar Energy System-Large Residential	S	S	S	S	P	P	P	P	P	P	NP	NP	
15. Solar Energy System-Small Comm/Industrial	NP	NP	NP	NP	NP	NP	NP	S	P	P	NP	NP	
16. Solar Energy System-Large Comm/Industrial	NP	NP	NP	NP	NP	NP	NP	NP	S	S	NP	NP	
17. Wind Energy Conversion Facility	NP	NP	NP	NP	NP	S	NP	S	S	S	NP	NP	

4.6. Commercial Uses

Zoning Districts	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
l. Motor fuel station	NP	NP	NP	NP	S	S	S	S	NP	NP	NP	NP
m. Motor vehicle repair garage	NP	NP	NP	NP	NP	S	S	S	NP	NP	NP	NP
n. Motor vehicle specialty shop	NP	NP	NP	NP	NP	S	P	S	NP	NP	NP	NP
o. On-premises dry cleaning facility	NP	NP	NP	NP	NP	P	P	P	NP	NP	NP	NP
p. Self-service laundry	NP	NP	NP	NP	NP	P	P	P	NP	NP	NP	NP

q. Trade school or other for-profit educational institutions	NP	NP	NP	NP	NP	P	P	P	NP	NP	NP	NP
r. Trade schools or other for-profit educational institutions serving young children including nursery schools, pre-schools, kindergartens, elementary schools and middle schools	NP	NP	NP	NP	S	NP	NP	NP	S	NP	NP	NP
s. Trade schools or other for-profit educational institutions serving older children and adults, including high schools, vocational schools, colleges and universities	NP	NP	NP	NP	S	P	P	P	S	NP	NP	NP
t. Trucking terminal	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	NP

**18.1 Definitions.**

120.) Use. The purpose or activity for which land or buildings are designed, arranged, or intended, or for which land or buildings are occupied or maintained.

- ~~(a) Use, accessory. A use which is incidental to that of a principal use on the same lot.~~
- ~~(b) Use, nonconforming. A use of a building or land, lawful at the time of enactment of this ordinance, that does not conform with the permitted use provisions of this ordinance for the district in which it is located.~~
- ~~(b) Use, principal. A use which is the major use of the lot. In any residential district a dwelling use shall be deemed the principal use of the lot.~~
- ~~(c) Use, public. Any use of land or structure thereon which is owned or leased by the city, state or federal government or any branch, department or agency of such government.~~
- (d) Use, semi-public. Any use which is public in nature but owned and used or leased and used by a private interest group, including a -or non-profit entity or corporation.
- (e) Semi-public uses include:
  1. Churches
  2. Parish houses
  3. Parochial schools
  4. Public charter schools
  5. Mayoral academies
  6. Other similar uses

120(a). Municipal Uses: Any use of land or structure / apparatus thereon that is owned or leased and / or managed and controlled by the municipality of Woonsocket or any branch, department or agency of the municipality of Woonsocket, provided that in all cases, such use shall be approved and authorized by the City Council of Woonsocket by Resolution.

120(b). State Uses: Any use of land or structure / apparatus thereon that is owned or leased and / or managed and controlled by the state of Rhode Island or any branch, department or agency of the State of Rhode Island, provided that such branches, departments or agencies do not include the City of Woonsocket or any of its branches, departments or agencies, provided further that in all cases, such use shall be approved and authorized by the City Council of Woonsocket by Resolution.

120(c). Federal Uses: Any use of land or structure / apparatus thereon that is owned or leased and / or managed and controlled by the federal government of the United States or any branch, department or agency of the United States, provided that such branches, departments or agencies do not include the either the State of Rhode Island or the City of Woonsocket or any of their respective branches, departments or agencies, provided further that in all cases, such use shall be approved and authorized by the City Council of Woonsocket by Resolution.

**SECTION 2.** The City Council shall schedule a public hearing to consider this ordinance within sixty-five (65) days of receipt and shall give notice of said hearing by publication in the *Woonsocket CALL* at least once each week for three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice shall be published as a display advertisement, using a type size at least as large as the normal type size used by the newspaper in its news articles, and shall:

- (1) Specify the place of said public hearing and the date and time of its commencement;



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

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

**SECTION 4.** This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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John Ward  
City Council

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James Courmoyer  
City Council

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Daniel Gendron  
City Council President

IN CITY COUNCIL September 16, 2019 – Read by title, amended and tabled to be referred to the Planning Board for advice and recommendation and advertised for public hearing.  
AMENDMENT: In Section 2 after “Call” insert “or another approved media outlet”.

**City of Woonsocket  
Rhode Island**



October 7, 2019

**ORDINANCE**

**CHAPTER**

**AUTHORIZING CONNECTION TO  
THE CITY OF WOONSOCKET WATER SYSTEM**

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

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

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

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

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

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

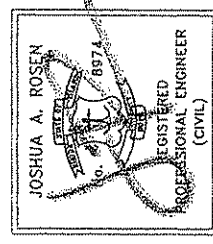
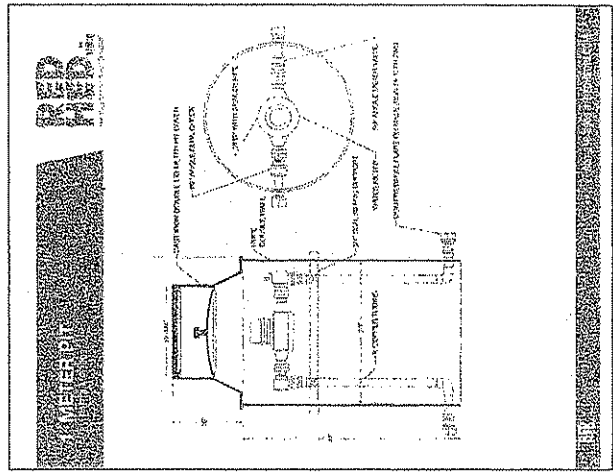
\_\_\_\_\_  
Daniel Gendron, City Council President  
'By request of the Administration'

IN CITY COUNCIL October 7, 2019 - Read by title, amended and passed as amended for the first time, unanimously.

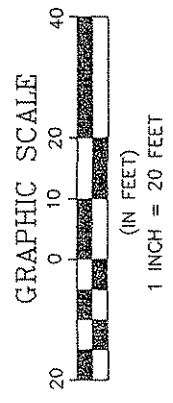
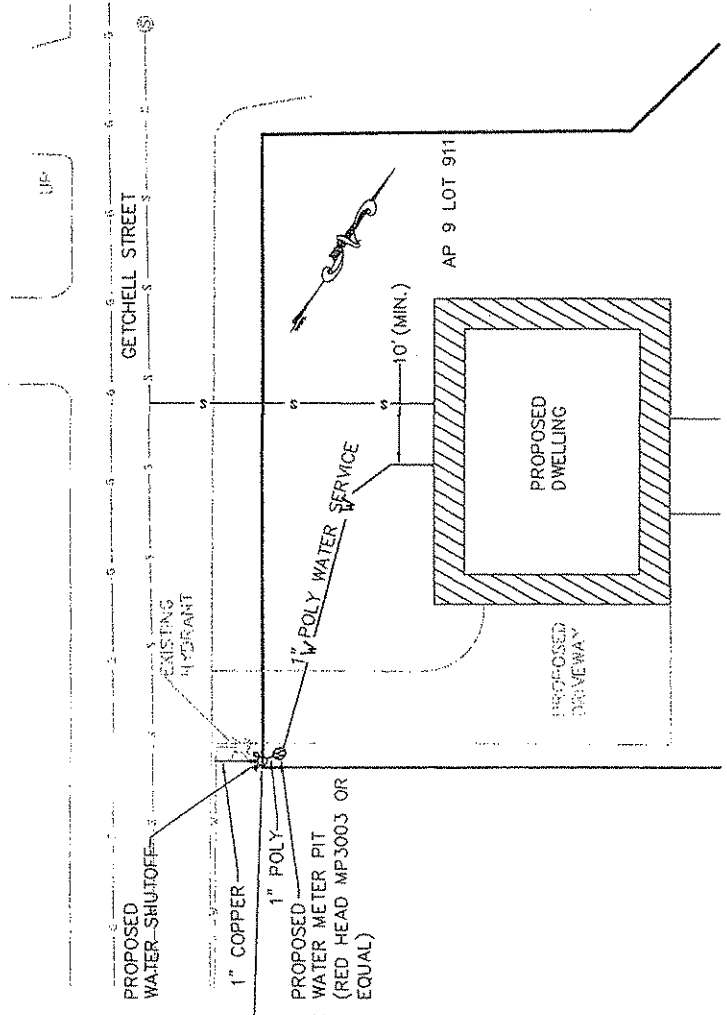
AMENDMENT: In Section 2 delete "section 10" and in its place insert "section 9"

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

SHEET NO. 1 OF 1



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



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

NOTES:

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

PLAN REFERENCE:

1. "PROPOSED SITE PLAN" LOCATION GETCHELL STREET A.P. 9 / LOT 911 NORTH SMITHFIELD, RI DATED 5--29--19 BY E. GREENWICH SURVEYORS, LLC.

PROPERTY CORNER TO BE SET AND VERIFIED BY RI PLS (SEE REFERENCE #1) PRIOR TO INSTALLATION OF METER PIT.

PROPOSED WATER SHUTOFF  
 1" COPPER  
 1" POLY  
 PROPOSED WATER METER PIT  
 (RED HEAD MP3003 OR EQUAL)

EXISTING HYDRANT

1" POLY WATER SERVICE

10' (MIN.)

AP 9 LOT 911

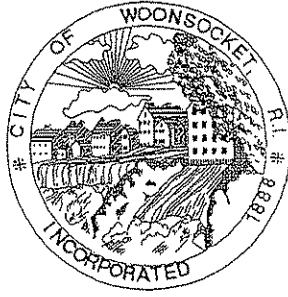
PROPOSED DWELLING

PROPOSED DRIVEWAY

GETCHELL STREET

UP

WATER METER PIT.  
NOT TO SCALE



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

Water Division Engineering  
1500 Manville Road  
Woonsocket, RI 02895

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

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Plan Review

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

August 5, 2019

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

Bob Doire  
Woonsocket Water Dept.

City of Woonsocket  
Rhode Island



October 7, A.D. 2019

Ordinance  
Chapter

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

WHEREAS, The City of Woonsocket, as a practice, leases water tower space to telecommunications vendors; and

WHEREAS, New Cingular Wireless PCS, LLC, wishes to lease space at the Rhodes Avenue water tank; and

WHEREAS, New Cingular Wireless PCS, LLC has forwarded an acceptable lease contract to the water utility which includes after 5 years renewable terms and a \$2,750.00 per month lease amount, which amount shall increase by three percent (3%) on the anniversary of the Commencement Date to the City; and

WHEREAS, the City's water utility and New Cingular Wireless PCS, LLC desire to enter into said lease contract.

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

Section 1. The Mayor and Finance Director are hereby authorized to enter into the attached water tower lease contract.

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

Daniel Gendron, City Council President  
by request of the administration

IN CITY COUNCIL October 7, 2019 - Read by title and passed for the first time unanimously.

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

## WATER TANK LEASE AGREEMENT

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

### WITNESSETH

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

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

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

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

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

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

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

3. TERM• RENTAL• ELECTRICAL.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

10. INSURANCE.

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

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

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

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

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

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department

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

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

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

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

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

30. DEFAULT.

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



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

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

## 32. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR: City of Woonsocket

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness print name

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

By: AT&T Mobility Corporation

Its: Manager

Print Name: [\_\_\_\_\_]

Its: \_\_\_\_\_ [Insert Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness print name

## EXHIBIT A

### Description of Premises

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

## EXHIBIT B

### **Description of radio communications equipment, antennas, and appurtenances.**

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

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





## Exhibit C

Access procedures to Property and Premises.

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

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

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

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

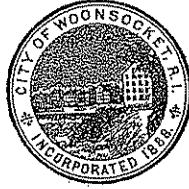
Tank-mounted communications facility equipment; maintenance and repairs: LESSEE shall have access to its Tank-mounted equipment between the hours of 7:00 AM and 7:00 PM, Monday through Friday (except Holidays observed by the City of Woonsocket) upon forty-eight hours telephone notice to LESSOR, whether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

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

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

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

City of Woonsocket  
Rhode Island



October 7, A.D. 2019

Ordinance

Chapter

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

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

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

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

**SUBSTITUTE**

**Sec. 2-78. Tax Exempt Status Change**

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

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

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

\_\_\_\_\_  
John Ward, Councilor

\_\_\_\_\_  
Daniel Gendron, Council President

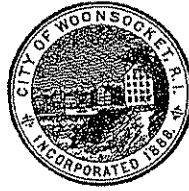
\_\_\_\_\_  
Jon Brien, Council Vice-President

\_\_\_\_\_  
James Cournoyer, Councilor

\_\_\_\_\_  
Denise Sierra, Councilor

IN CITY COUNCIL October 7, 2019 - Read by title and passed for the first time  
unanimously.

City of Woonsocket  
Rhode Island



October 7, A.D. 2019

Ordinance  
Chapter

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

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

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

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

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

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

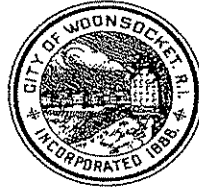
**SECTION 2.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

---

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

IN CITY COUNCIL October 7, 2019 - Read by title and passed for the first time on a 6-0 vote with President Gendron abstaining from voting.

CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

October 7, A.D. 2019

**GRANTING PERMISSION TO USE CITY PROPERTY**

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

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

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

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

---

Daniel M. Gendron  
Council President

IN CITY COUNCIL October 7, 2019 - Read by title and tabled unanimously.

# CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

## Available Parks and Ammenties Include:

Park List: River Island, River's Edge, Bernon Park, Globe, Cass, Dunn, Cold Spring, Dionne and Costa  
 Restrooms: River Island, River's Edge, Dionne & Bernon. Portables @ Dunn, Cass & Cold Spring during Spring & Summer  
 Concession Stand: River Island & River's Edge.  
 Power: River Island, River's Edge, Dunn Park, Costa, Cold Spring A44 22 & 23  
 Stages/Gazebo: River Island & Cold Spring

Park Choice: RIVER ISLAND PARK (2020)

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

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

Description of event: For The Center Missidy Kids Fair.

Expected attendance: # ?

### Fee Schedule:

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

Applicant/ Contact Person Name: MICHAEL DISNEY

Address: 939 BERNON ST. APT 134  
WOONSOCKET RI 02895

Phone #: 401 545 8950 Home/Office SAME Cell

Applicant Signature: Michael Disney Date: AUG 3, 2019

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

Call for Availability: 767-9287 \$35 check

payment type

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



MICHAEL DISNEY cell # 401 545 8950  
939 BERNEN ST APT 134 WOOD. RI 02895

DEAR CITY COUNCIL:

I would like to know if  
I could get permission to  
use RIVER ISLAND PARK ON  
Aug ~~22~~ E 23, FOR A FAIR  
FUND RAISER. We are going  
A BAKE SALE, A YARD SALE  
& RAFFLES, FACE PAINTING &  
MORE. you can contact me  
AT 401 545 8950 I WANT  
TO THANK you FOR your  
Time

From MICHAEL  
DISNEY



September 9, 2019

To whom it may concern,

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

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

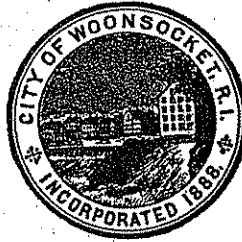
Respectfully,

A handwritten signature in black ink, appearing to read "Elizabeth Kerrigan", with a long horizontal flourish extending to the right.

Elizabeth Kerrigan

Superintendent Parks & Recreation

# City of Woonsocket Rhode Island



October 21, 2019 A.D.

## Resolution

### AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

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Daniel M Gendron  
By request of The Administration

ASSESSOR'S  
ABATEMENT CODES

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

Posting Date / /

Transaction Date / /

Report Printed 10/15/2019 02:28:43 PM

OCTOBER 21, 2019

Account ID	Property Address	Assessment Type	Amount
R00-0182-89	BOULAY TIMOTHY D 190 AYLSWORTH AVENUE WOONSOCKET RI 02895	2019 RP Tax Roll	\$188.79
R00-0208-40	GAMACHE KAYLA R. LAREAU DANIEL B. 31 KERMIT STREET WOONSOCKET, RI 02895	2019 RP Tax Roll	\$191.12
R00-0259-56	ARAKELIAN ARASKI 593 SOUTH MAIN STREET WOONSOCKET RI 02895	2019 RP Tax Roll	\$279.99
R00-0333-62	SOUNTHONEVATH SY 284 EIGHTH AVENUE WOONSOCKET RI 02895	2019 RP Tax Roll	\$297.69
R00-9001-51	WILLIAMS MICHAEL R./TRUSTEE WILLIAMS REVOCABLE TRUST 162 DEXTER STREET CUMBERLAND, RI 02864	2019 RP Tax Roll	\$642.94
R00-9005-99	ELEBIARY ABDELRAHMAN 228 MORSE AVE WOONSOCKET RI 02895-5723	2019 RP Tax Roll	\$468.26
R07-1475-00	LORD JORDAN 450 SOUTH MAIN STREET WOONSOCKET, RI 02895	2019 RP Tax Roll	\$57.85
T00-1500-55	CIT FINANCE LLC P O BOX 460709 HOUSTON TX 77056	2019 Tng Tax Roll	\$212.97

# Woonsocket, RI

Amendment Report - Abatement

Status Pending

Page 2

Posting Date / /

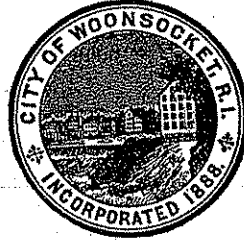
Transaction Date / /

Report Printed: 10/15/2019 02:28:43 PM

OCTOBER 21, 2019

T00-1502-99	2016 RP Tng Sup Roll	WALNUT HILL PLAZA ML- CFC 2006-3 WALNUT HILL LLC ONE BURLINGTON WOODS DRIVE BURLINGTON MA 01803	WALNUT HILL PLAZA	69 OUT OF BUSINESS	\$671.90
T00-1502-99	2017 Tng Tax Roll	WALNUT HILL PLAZA ML- CFC 2006-3 WALNUT HILL LLC ONE BURLINGTON WOODS DRIVE BURLINGTON MA 01803	WALNUT HILL PLAZA	69 OUT OF BUSINESS	\$1,346.16
T00-1502-99	2018 Tng Tax Roll	WALNUT HILL PLAZA ML- CFC 2006-3 WALNUT HILL LLC ONE BURLINGTON WOODS DRIVE BURLINGTON MA 01803	WALNUT HILL PLAZA	69 OUT OF BUSINESS	\$1,239.03
T00-1502-99	2019 Tng Tax Roll	WALNUT HILL PLAZA ML- CFC 2006-3 WALNUT HILL LLC ONE BURLINGTON WOODS DRIVE BURLINGTON MA 01803	WALNUT HILL PLAZA	69 OUT OF BUSINESS	\$940.92
	Total				\$6,537.62

# City of Woonsocket Rhode Island



October 21, A.D. 2019

## Resolution

### **THE ADMINISTRATION REQUESTS CITY COUNCIL SUPPORT AND APPROVAL FOR A REQUEST FOR A PROPOSAL OF A PUBLIC SAFETY STUDY**

**WHEREAS,** The City of Woonsocket has limited resources in connection with public safety;  
and

**WHEREAS,** The Chief of the Police Department and the Chief of the Fire Department are  
desirous of making changes within their respective departments to make them  
more effective, efficient and manageable.

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

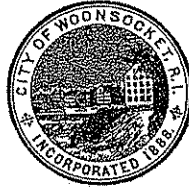
**SECTION 1.** The City Council hereby supports and approves of the Administration to  
prepare and issue a Request for Proposal for a Public Safety Study.

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

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

City of Woonsocket  
Rhode Island



October 21, A.D. 2019

Resolution

**APPROVING THE APPOINTMENT OF MEMBERS TO THE  
REDEVELOPMENT AGENCY OF WOONSOCKET BY THE MAYOR**

**WHEREAS,** Rhode Island General Law § 45-31-12 Appointment and compensation of agency members provides for the appointment of resident electors of the City of Woonsocket to serve as members to the Redevelopment Agency of Woonsocket by the Mayor, subject to City Council approval; and

**WHEREAS,** Mayor Lisa Baldelli-Hunt has nominated the appointee named below to serve as a member of the Redevelopment Agency of Woonsocket; and

**WHEREAS,** said appointment requires the consent of the Woonsocket City Council.

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

**SECTION 1.** The following named individuals, resident electors of the City of Woonsocket, Rhode Island, are hereby confirmed as members of the Redevelopment Agency of Woonsocket, for terms of 5 years as provided by law to expire October 31, 2024.

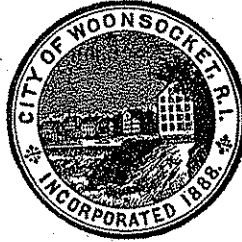
Douglas T. Brown, 324 Harris Avenue, Woonsocket, RI 02895  
Jeanne Budnick, 11 Bourassa Street, Woonsocket, RI 02895  
Paul S. Gould, Esq., 240 Annette Avenue, Woonsocket, RI 02895  
Barbara Scanlon, 137 Getchell Avenue, Woonsocket, RI 02895  
David Nabb, 780 Knollwood Drive, Woonsocket, RI 02895  
David Lahousse, 106 Ridge Street, Woonsocket, RI 02895

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

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

City of Woonsocket  
Rhode Island



October 21, A.D. 2019

Resolution

**REQUESTING RHODE ISLAND STATE PLANNING COUNCIL (SPC) AND  
RHODE ISLAND DEPARTMENT OF TRANSPORTATION (RIDOT) TO  
RECONSIDER APPROVAL OF MAJOR AMENDMENT #19 TO THE STATE  
TRANSPORTATION IMPROVEMENT PROGRAM (STIP)**

**WHEREAS,** The Rhode Island State Planning Council (SPC) has approved a Major Amendment, classified as Amendment #19, to the State Transportation Improvement Program (STIP) for federal fiscal years 2018-2027 that includes a significant delay in the start date for the Pavement Capital Program and Traffic Safety Capital Program in Northern Rhode Island, such that the work on Rt 146, Eddie Dowling Hwy (I-295 to Rt 146A) will not begin until 2024; and

**WHEREAS,** the proposed delays and existing conditions of the traffic signals and roadways scheduled to be improved, repaired, or repaved adversely impacts the public and residents, creating hazardous driving conditions, increasing the risks of accidents, serious bodily injury, and damage to personal property; and

**WHEREAS,** road improvements on Rt 146 in the Northern Rhode Island area would be beneficial to the people, organizations, and businesses that make Woonsocket their home; and

**WHEREAS,** the Town of North Smithfield passed a similar resolution on October 7, 2019, by unanimous vote of their Town Council.



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

**Section 1.** The Woonsocket City Council respectfully requests that Rhode Island State Planning Council (SPC) reconsider their decision to approve the start date delays provided by Major Amendment, classified as Amendment #19, to the State Transportation Improvement Program (STIP) for federal fiscal years 2018-2027.

**Section 2.** That the City Clerk of the City Council be and hereby is authorized and directed to transmit duly certified copies of this resolution to Rhode Island State Planning Council (SPC), the Director of the Rhode Island Department of Transportation (RIDOT), the members of the Woonsocket State General Assembly Delegation, the State General Assembly Delegations, councils, and mayors/managers of each the Town of North Smithfield, the Town of Lincoln, the Town of Cumberland, and the Town of Smithfield, the Chair of the Finance Committee for both the Rhode Island House and Senate, the Speaker of the House, the Senate President, and the Governor in consideration of their support of this Resolution.

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Alexander Kithes  
City Council

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Daniel Gendron  
City Council President

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Jon Brien  
City Council Vice President

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James Courmoyer  
City Council

City of Woonsocket  
Rhode Island



Resolution

October 21, A.D. 2019

**INSTRUCTING THE ADMINISTRATION TO ISSUE A REQUEST FOR  
PROPOSAL IN CONNECTION WITH A RENEWABLE ENERGY PROJECT  
AT RIVER'S EDGE RECREATIONAL FACILITY**

**WHEREAS**, the City of Woonsocket ("City") seeks to both mitigate its cost of electricity and avail itself to potential new revenue streams from renewable energy projects; and

**WHEREAS**, the Woonsocket City Council's Renewable Energy Subcommittee recommend that the City initiate a Request for Proposal ("RFP") for qualified entities to provide proposals to the City for a renewable energy project that would result in a reduction in the City's energy costs and/or new revenue streams, with such project being located at River's Edge Recreational Facility; and

**WHEREAS**, via Resolution 19-R-87 the Woonsocket City Council's Renewable Energy Subcommittee provided a draft RFP for review and edits by the Administration; and

**WHEREAS**, pursuant to Resolution 19-R-87, the Administration has reviewed and edited the draft RFP resulting in a final draft RFP (Exhibit A attached).

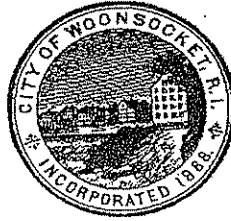
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF WOONSOCKET, RHODE ISLAND, AS FOLLOWS:**

**SECTION 1.** That the Administration issue the attached RFP (i.e. Exhibit A) for a renewable energy project to be located at River's Edge Recreational Facility no later than November 1, 2019 with a response due no later than forty-five (45) days from date of issuance.

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

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Jon D. Brien, Council Vice-President



**CITY OF WOONSOCKET, RHODE ISLAND**  
**Request for Qualifications & Proposals**  
**for RIVER'S EDGE SOLAR PROJECT – BID# XXXX**

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The City of Woonsocket ("City") is requesting sealed proposals from Qualified Companies hereafter called (the "Respondent" or "Bidder") for the development of a Solar Energy Project to benefit the City. The objective of this solicitation is to create a Public-Private Partnership for Planning, Permitting, Design, Installation, Operation and Maintenance of a Solar Energy Project on City owned property known as the River's Edge Recreational Complex located on Davison Road, Parcel 32-9 (the "Site") to create revenue and energy savings for the City. See Attached Site Plan – Exhibit I.

Sealed bids will be received by the City in the Finance Department, Office of Purchasing, City Hall, 169 Main Street, Woonsocket, RI 02895 due on \_\_\_\_\_ at 2PM.

All questions pertaining to the technical nature of the RFP/RFQ must be referred to the Engineering Division at City Hall, 169 Main Street, Woonsocket, RI, Michael Debroisse, Superintendent of Solid Waste/Engineering 767-9216 or Jonathan Pratt, City Engineer 767-9220.

Responses will be evaluated on the basis of the relative merits of the bid in addition to the price, revenue generation, energy savings and economic benefit to the City. The City reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be most favorable to THE BEST INTEREST OF THE CITY.

Published:

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Christine Chamberland  
Finance Director

CITY OF WOONSOCKET  
DEPARTMENT OF PUBLIC WORKS  
RIVER'S EDGE SOLAR PROJECT BID#

1. INTRODUCTION:

The City of Woonsocket (the "City") is seeking proposals from qualified enterprises to develop a solar energy generating system that will (i) virtually (or remotely) net meter to offset existing City electric accounts and/or (ii) make use of City owned property for a fee through a long-term lease. The City is seeking to maximize the use of City owned property at the former landfill site, known as the Woonsocket City Dump on Davison Road, Parcel 32-9<sup>1</sup>, with nameplate renewable energy generating system capacity, furthering the State of Rhode Island's ambitious goal to significantly reduce greenhouse gas emissions.

The City is interested in bids that can demonstrate the Bidders ability to develop, permit, finance and construct an electric generation facility as a renewable energy resource as defined under R.I. Gen. Laws §39-26-5 within a reasonably proximate time. To that end, Bidders must provide a reasonable schedule that provides deadlines for both of the following events after the contract execution date: (a) Closing of construction, financing and commencement of construction; and (b) Commercial Operation Date. A proposal that does not have a reasonable schedule that provides sufficient time for the application for, and receipt of, necessary permits and approvals may be determined to have not satisfied the requirements of this RFP. The City is requesting respondents to propose a solarenergy generating system that will utilize long-term lease agreements, a long-term Power Purchase Agreement or Public Entity Net Metering Finance Arrangement between the Bidder and the City. Bidders shall present projects utilizing the City owned property known as River's Edge Recreational Complex located on Davison Road, Parcel 39-2 (the "Site") and to offer proposals based on long term lease agreements and/or a Public Entity Net Metering Financed Arrangement that sells the net metering credits at a competitive discount rate.

2. INVITATION TO SUBMIT RFQ / RFP (Bid)

A. Proposals Due Date:

Bid submissions are due on \_\_\_\_\_, 2019 Time: \_\_\_\_\_

Each proposal shall contain the full name and business address of the Bidder and Bidder's contact person and shall be signed by an authorized officer of the Bidder.

Bidders must sign the original proposal and include copies of the signature page with the proposal. Following the submission of a proposal, it is the Bidder's responsibility to keep the City informed of any changes in the status of its proposals and/or projects while the bid remains open. The City retains the right to seek additional information from any Bidder and the right to negotiate final terms until a final contract is developed.

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<sup>1</sup> The Site appears on the Rhode Island Department of Environmental Management's "List of CERCLA & State Sites in RI" and is identified as Woonsocket City Dump, Davison Road, SR-39-1691.

**B. Bid Submissions / Location:**

Each Bidder shall have the sole responsibility for carefully reviewing the RFQ/RFP and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal. Each Bidder shall be solely responsible for and shall bear all of its costs incurred in the preparation of its proposal and/or its participation in this RFQ/RFP.

Respondents shall submit three (3) bound copies and (1) electronic version on a flash drive to:

City of Woonsocket  
Office of Purchasing  
169 Main Street  
Woonsocket, RI 02895

Bidders shall mark the outside of envelope or package containing your response with Company Name, RFQ/RFP Title, Due Date, and Time of Submission.

**C. Opening of RFQ / RFP:**

All proposals will be publicly opened and read aloud. All interested persons are invited to be present at the opening and reading of the proposals. Due to the nature of the proposal and multiple options anticipated to be submitted by the Respondents the City will not formally award the project until all qualifications and content of the proposals are reviewed by the awarding authority.

**D. Mandatory Pre RFQ / RFP Conference:**

A mandatory Pre-Bid Conference meeting will be held on \_\_\_\_\_, 2019 at \_\_\_\_\_ in the City of Woonsocket Council Chambers, City Hall, 169 Main Street, Woonsocket, Rhode Island 02895. Only those Respondents attending this meeting will be allowed to submit a proposal for consideration.

**E. RFQ / RFP Schedule:**

- Mandatory Pre-Bid Conference Date: \_\_\_\_\_, 2019
- Public Opening of Responses Date: \_\_\_\_\_, 2019
- Respondents Presentation / Interviews / Negotiations To Be Determined

Individuals requesting interpreter services for the hearing impaired must notify the City Clerk's Office (401) 762-6400 three (3) business days prior to the bid opening.

**F. RFQ / RFP Acceptance Period:**

The Respondent must hold their proposal for a minimum of 120days. If mutually agreed to in writing by the City and the apparent successful Respondent, the period may be extended.

### **G. Request for Information (RFI) / Addendum**

Any Respondent that has questions regarding this RFQ/RFP must submit the question in writing a minimum of 10 days before the submission date to the City and an addendum will be issued clarifying the question to all bidders if required. Questions will only be addressed by Respondents submitting proposals and who have attended the Pre- Bid Conference meeting.

Any questions or correspondence regarding the RFP should be sent to the official contact at following email address:

Michael Debrouse, Superintendent, City Engineering Department - [MDebrouse@woonsocketri.org](mailto:MDebrouse@woonsocketri.org)

Jonathan Pratt, Engineer, City Engineering Department - [jpratt@woonsocketri.org](mailto:jpratt@woonsocketri.org)

Only Bidders may send questions and correspondence to the official contact for this RFP. Any comments, questions, or information sent to the official contact by non-bidders will not be considered by the City. Also, Bidders should copy the following recipients on any questions or correspondence:

Legal Counsel for the City: Attorney Christian F. Capizzo:  
[ccapizzo@psh.com](mailto:ccapizzo@psh.com)

### **H. Proposal Rejection, Modification or Cancellation of RFP:**

The City reserves the right to accept or reject any and all proposals, or portions thereof or to waive any informality, and to select and negotiate a renewable energy agreement that is in the best interest of the City. Following the submission of proposals, the City may request additional information from Bidders at any time during the process. Bidders that are not responsive to such information requests may be eliminated from further consideration. The City may, at any time up to final award: postpone, withdraw and/or cancel this RFP; alter, extend or cancel any due date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this RFP, any and all of which shall be without any liability to the City.

### **I. Proposal Withdrawal:**

Proposals may only be withdrawn by the authorized representative of the Respondent and only by written request received before the submittal deadline.

### **J. Final Approval and Award of Contract(s):**

The final approval and award of any contracts / agreements in connection with this RFQ/RFP shall be subject to review and approval by the Woonsocket City Council.

### 3. SUBMISSION OVERVIEW AND REQUIREMENTS

On August 5, 2019 the Woonsocket City Council authorized a Request for Qualifications ("RFQ") / Request for Proposal ("RFP") process for a solar energy project for the City on the capped former landfill portion of the City owned property known as the River's Edge Recreational Complex located on Davison Road, Parcel 39-2, that will create a public - private partnership to develop and execute a beneficial energy procurement and management strategy for the City.

The City is requesting sealed proposals for a solar project in accordance with the terms and specifications contained herein.

The City is specifically seeking proposals for a municipal-based solar energy project which will provide the City with both short- and long-term strategies for revenue generation including electricity cost savings, lease payments, tax benefits, and any and all potential cost benefits/savings for the City.

Respondents may submit as much information/documentation necessary that will best illustrate their overall approach to the project and their company's qualification to implement a plan in the best interest of the City. Respondents are welcome to suggest proposed scopes of work and/or alternative approaches to a public - private partnership arrangement based upon the Respondent's experience with other renewable energy projects of similar nature (e.g. projects developed on former landfills/contaminated sites) that offer a means to maximize the long-term economic value and benefits to the City.

In order to be eligible under this RFP/RFQ, Bidder must have conducted a Pre-Application meeting with the Rhode Island Department of Environmental Management's Office of Customer and Technical Assistance ("OCTA") and provide OCTA with a conceptual design plan including but not limited to approximate limits of disturbance, preliminary design for stormwater management, identification of wetlands and approximate boundary of wetlands, identification of flood way and flood plain and plan to address any Environmental Land Use Restrictions ("ELUR") (See Attached recorded ELUR- Exhibit II). Bidder must also provide the City with a summary letter of said Pre-Application meeting issued by the Rhode Island Department of Environmental Management ("DEM").

In addition, Respondent shall budget \$20,000 as part of the proposal to reimburse the City for the fiscal expenditures used for the selected renewable energy technical/financial services consultant that the City will use to evaluate the proposals. Said Consultant shall be selected by the Woonsocket City Council in accordance with Chapter II, Section 17 of the Home Rule Charter. The Respondent shall cooperate with the City's consultants.

The Respondents may be requested to give a presentation to the City Awarding Authority and Residents at any time during this process.

Due to the nature of this RFQ / RFP the City may select a Respondent whom they have determined to be the best qualified based on experience and not only on the Bidders

initial offer (the "Bid") to the City. Continued partnering between the City and the successful Bidder pertaining to other City properties that may be beneficial to the City will be explored.

#### A. GENERAL RESPONDENT'S INFORMATION

The evaluation criteria provided by the Bidder will enable the City to assess the likelihood of a project coming to fruition based on various factors critical to successful project development. The objectives of the criteria are to provide an indication of the feasibility and viability of each project and the likelihood of developing a successful renewable energy project on a former landfill site and meeting a proposed commercial operation date. Proposals are preferred that can demonstrate, based on the current status of project development and experience, that the project will likely be successfully developed and operated as proposed. A variety of project and proposal related factors will need to be provided by Bidder and they are summarized as follows:

1. Proposal Form
2. Proposal Summary/Contact Information
3. Executive Summary
4. Pricing Information and Schedules
5. Project Operational Parameters
6. Financial/Legal
7. Siting and Interconnection
8. Environmental Assessment and Permit Acquisition Plan
9. Engineering and Technology
10. Operations and Maintenance
11. Project Schedule
12. Project Management/Experience
13. Alternatives
14. Economic and Environmental/Energy Benefits to City

#### 1. RFQ / RFP Response Detail:

The sections listed below shall be used as a template only and Respondents are encouraged to provide additional detail to the RFQ/RFP response. Please identify all attachments in the proposal. The proposal must include a table of contents identifying each of the sections submitted. Respondent may provide any additional attachments needed to fully demonstrate their company's qualification, however, any additional attachments shall be noted in the Table of Contents.

#### 2. General Bidder Information:

- a. Company ownership, if incorporated, the State in which the company is incorporated;
- b. Location of all company offices and corporate headquarters;
- c. Number of employees both locally and nationally;



d. Organizational chart for the Bidder's project team along with roles and responsibilities of experience of team members. Proposed Team members and project staff must demonstrate they have experience developing, financing, operating, and constructing renewable energy systems.

### **3. Public – Private Partnerships:**

Respondent must illustrate they have constructed projects under a Public – Private Partnership and list those partnerships and related projects. Respondent to provide a list of the municipalities in Rhode Island that Respondent has partnered with on renewable projects including those in operation, under construction or under site control.

### **4. Executive Summary:**

Provide an organizational chart for the Respondent's project team along with roles and responsibilities of team members. Proposed Team members and project staff must illustrate they have experience in developing, operating, and constructing renewable energy systems.

### **5. Proposed Projects:**

For project background please include any preliminary layouts and / or draft renderings for the Site; estimated energy output; and an offer to the City that will create revenue or energy savings and other benefits to the City. Proposals that do not include an indication of how the project and site complies with local planning and zoning ordinances as well as state and federal environmental regulations, will not be accepted. Respondent to provide the current status of interconnection for the Site, if applicable, and an interconnection plan and timeline.

### **6. Power Purchase Agreement:**

Respondents are expected to provide a financial proposal to own and operate the proposed solar system for a defined term. The term of the agreement is expected to be twenty-five (25) years. The successful Bidder will be asked to draft an agreement for review by the City.

### **7. Past Projects and Systems:**

Bidder must demonstrate that it has delivered one or more operational projects with a minimum size of a 1.0 Megawatts AC. The Bidder must demonstrate that it has the ability to deliver and provide asset management support to the technology associated with those projects. Preference will be given to companies with a Rhode Island office. This demonstration can be made by showing that the Bidder has:

- a. Successfully developed similar type projects by a proposed commercial operation date; or

- b. Successfully developed one or more projects of different technologies but of similar size or complexity or requiring similar skill sets by a proposed commercial operation date;
- c. Experience in financing power generation projects;
- d. Successfully delivered one or more operational renewable energy systems with a minimum size of a 1.0 MW operating in the State of Rhode Island;
- e. Successfully delivered and provided operational management support to the technology associated with those projects;
- f. Successfully sited renewable energy projects on brownfield sites (e.g. capped former landfill sites) including working with the Rhode Island Department of Environmental Management and the United States Environmental Protection Agency.

**8. Interconnection and Deliverability:**

Bidder must illustrate they have experience working with National Grid, ISO-NE or other utility to deliver interconnection to remote sites through specific project examples. Bidder to provide the following information/documentation:

- a. Status of interconnection and system impact studies and timeline to obtain the same;
- b. Likelihood that interconnection process will be completed in accordance with schedule for project development;
- c. Timeline for interconnection process;
- d. Estimated commercial operation date.

**9. Siting, Permitting and Approvals Plan:**

The successful Bidder will be responsible for obtaining all permits and approvals required for this project and work with the City in obtaining these permits and approvals. The Bidder shall assume all of these costs in their proposal. Permits, approvals and costs with National Grid will be the responsibility of the Bidder. Bidder to provide the following information:

- a. Identification of required permits and approvals from local, state and federal agencies and timeline/plan to obtain;
- b. Status of efforts and credibility of plan to obtain permits and approvals;
- c. Community relations plan;
- d. Environmental Impact;

- e. Experience in obtaining permits and approvals from local, state and federal agencies;
- f. Evidence of successfully working with local, state and federal agencies on obtaining permits and approvals;
- g. Identification of the required approvals from the Rhode Island Department of Environmental Management (“DEM”) and the United States Environmental Protection Agency (“EPA”) to develop a renewable energy project on the Site;
- h. Identification of and plan to address any restrictions on the use of the Site for renewable energy project including but not limited to Environmental Land Use Restrictions (“ELUR”) issued by DEM/EPA and deed restrictions -See Attached Deed – Exhibit III<sup>2</sup>;
- i. Pre-Application Summary letter issued by DEM.

**10. Project Team Subcontractors:**

Please provide all work that will be self-performed and potential qualified subcontractors. Describe past projects that Respondent’s company has completed with these team members and their qualifications for this type of work.

**11. Insurance Requirement:**

Within 10 calendar days after award, the successful Respondent must furnish the City proof of insurance coverage naming the City of Woonsocket as additionally insured. Insurance requirements will include but not be limited to Workman’s Compensation and General Liability Insurance of \$1,000,000. The City reserves the right to request additional insurance amounts and coverage, including but not limited to environmental insurance and Respondent shall agree to the same.

**12. Project Experience:**

Please provide a description of Respondent’s experience in developing similar projects and present and future capacities with the following information that describes the (3) most recent projects similar in scope and design:

- a. Projects and customer name and locations;
- b. Photos;
- c. Type of contract (e.g. direct purchase, lease, PPA, NMCA, etc.);
- d. Respondents Role (e.g. lead developer, subcontractor, financier, and owner);

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<sup>2</sup> Although an ELUR and Deed are attached to this RFP/RFQ, Respondent is responsible for conducting due diligence on any and all restrictions associated with the use of the Site for a renewable energy project.

- e. Project Location (including contaminated and Brownfield sites);
- f. Installed Capacity (DC);
- g. Annual Production (kWh) present and future online;
- h. Completion Date;
- i. Permitting and approvals process;
- j. Interconnection process.

### **13. Project References:**

Please provide references from renewable projects completed and underway.

### **14. System Specifications**

Provide as much detail as possible with regard to the proposed solar energy system and components. Information should include technology utilized, estimated energy output, project life, description of warranties and guarantees, description of service and maintenance.

### **15. Financial Viability**

Please provide a description of how the Respondent plans to finance the project and if the Respondent intends to stay involved with the project through the term of the agreements. The Respondent must provide verifiable financing sources adequate to construct a project of the proposed size. Respondent to include the following information:

- a. Respondent to provide a description of how it plans to finance the project;
- b. Respondent to identify who its financing partners are for its projects;
- c. Respondent to identify who its purchasing partners are for its projects;
- d. Respondent to provide information on its role with the project and whether Respondent intends to stay involved with the project through the term of the agreements (e.g. Long-Term Lease, Long-Term Ownership Plan, Tax Equity Plan);
- e. Respondent to provide information related to establishing financial mechanisms for funding the removal of the renewable energy system (e.g. establishing escrow or removal bond) and provide examples of the same that it has utilized on other projects;

- f. Respondent to provide verifiable information on its financing sources and the sources ability to finance the construction of a project of the proposed size.

#### **16. Project Timeline**

Please provide a schedule indicating major project milestones and durations. Schedule should assume a Notice of Award 90 Days after submission of RFP / RFQ. The City reserves the right to extend the Notice of Award in its sole discretion.

#### **17. Facility Operations, Maintenance and Warranty Plan**

Please provide a description of the Respondent's plan and ability to effectively monitor, operate, and service the project in a prompt and cost-effective manner to ensure optimal project production over the project life including but not limited to the following information:

- a. Description of Respondent's experience in providing O&M services for renewable energy projects including but not limited to former landfill/contaminated sites;
- b. Annual budget being provided for all operations, maintenance, compliance with Environmental Land Use Restrictions and warranties;
- c. Schedule of major maintenance activities, plan for ensuring that any Environmental Land Use Restrictions are complied with and plan for testing equipment;
- d. a decommissioning plan that will illustrate how funds will be reserved (and the amount of funds that will be held) to implement that decommissioning plan and protect the City from having to incur costs to remove the renewable energy project.

#### **4. EVALUATION and SELECTION**

The City shall utilize all of the information provided in the responses in evaluating and making an award of a contract in response to this RFQ/ RFP. The award will be made after careful consideration of experience and ability. The City will pay particular attention to:

- a. Bidder's demonstrated understanding of the RFP.
- b. Renewable energy projects completed and underway in Rhode Island.
- c. Total Capacity both present and future for Woonsocket.
- d. Overall cost benefit and savings to the City.

- e. The evaluation criteria responses provided by Bidder.
- f. The feasibility and viability of the project.
- g. Bidder's experience with successfully developing renewable energy projects on contaminated /Brownfield sites.

Any Bidders selected for negotiations by the City will be required to indicate in writing whether they intend to proceed with their proposals within five (5) business days of being notified. Bidders must be able to begin negotiations immediately upon that notification. If negotiations are not successful within a reasonable period of time, the City may terminate the Bidder's conditional selection.

#### **5. COST PROPOSAL:**

The Respondent's cost proposal must include the following information.

- a. Project location and plan to address any Environmental Land Use Restrictions;
- b. Technology for the Site and related property layout of the proposed renewable energy system;
- c. Anticipated energy output/capacity for the Site.
- d. Revenue Type (Multiple Columns / options). Revenue can be in the form of savings such as lease payments, tax benefits, electrical savings or other revenue or savings that provide economic benefit to the City;
- e. Total Annual Revenue to the City and/or energy savings for the City;
- f. Total Long term revenue projections to the City over a 25-30 year term.

CITY OF WOONSOCKET, RHODE ISLAND  
Request for Qualifications & Proposals  
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

PROPOSAL SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY (person): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

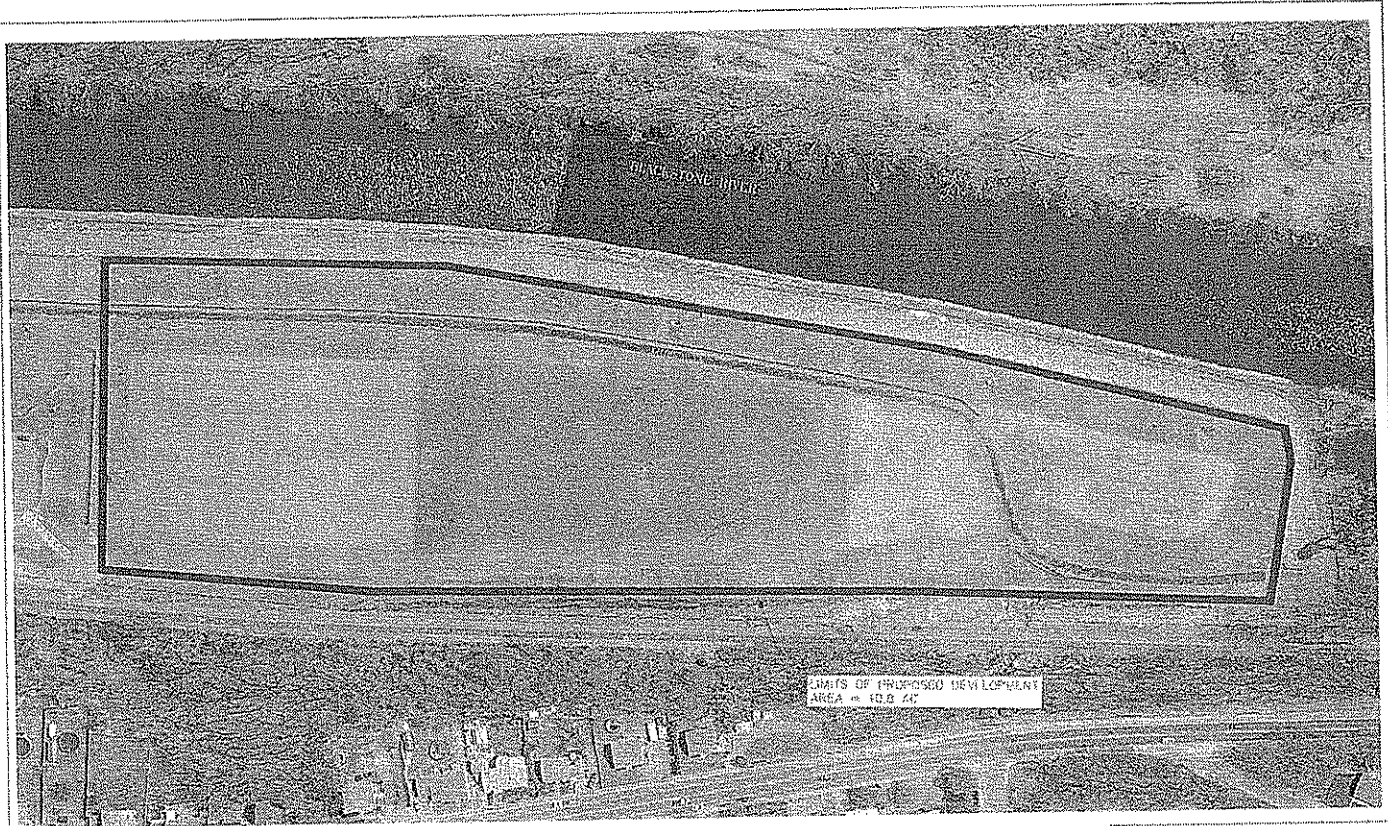
TELEPHONE #: \_\_\_\_\_ FAX# \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**CITY OF WOONSOCKET, RHODE ISLAND**  
**Request for Qualifications & Proposals**  
**for RIVER'S EDGE SOLAR PROJECT – BID# XXXX**


**Exhibit I – Site Plan**





LIMITS OF PROPOSED DEVELOPMENT  
AREA as of 10.0.20

**PLAN SHOWING  
RIVERS EDGE PROPERTY  
CITY OF WOODSOCKET, NJ**

 <b>DEPARTMENT OF PLANNING &amp; DEVELOPMENT</b> ENGINEERING DIVISION 100 SOUTH STREET WOODSOCKET, NJ 07095	<b>DATE OF PLAN SUBMISSION</b> DATE OF PLAN REVIEW DATE OF PLAN APPROVAL
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CITY OF WOONSOCKET, RHODE ISLAND  
Request for Qualifications & Proposals  
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

Exhibit II – ELUR

## ENVIRONMENTAL LAND USAGE RESTRICTION

This Declaration of Environmental Land Usage Restriction (Restriction) is made on this 5<sup>th</sup> day of February, 2012 by the City of Woonsocket, and its successors and/or assigns (hereinafter, the "Grantor").

### WITNESSETH:

WHEREAS, the Grantor the City of Woonsocket is the owner in fee simple of portions of certain real property identified as Plat 28, Lot 13; Plat 29, Lots 42, 46, 47; and Plat 32, Lots 7, 9, 10 located at Davison Avenue, Woonsocket, Rhode Island (the "Property"), more particularly described in Exhibit A (Legal Description) which is attached hereto and made a part hereof;

WHEREAS, the Property (or portion thereof identified in the Class I survey which is attached hereto as Exhibit 2A and is made a part hereof) has been determined to contain a solid waste landfill which has been closed pursuant to the Rules and Regulations for Composting Facilities and Solid Waste Management Facilities ("Solid Waste Regulations");

WHEREAS, the Grantor has determined that the environmental land use restrictions set forth below are consistent with the regulations adopted by the Rhode Island Department of Environmental Management ("Department") pursuant to R.I.G.L. § 23-19.14-1 et seq.;

WHEREAS, the Department's written approval of this Restriction is contained in the document entitled: Davison Avenue Landfill Closure Project Conditional Approval – Bid 2 ("Closure Approval");

WHEREAS, to prevent exposure to or migration of solid waste and to abate hazards to human health and/or the environment, and in accordance with the Closure Approval, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Property;

WHEREAS, the Grantor believes that this Restriction will effectively protect public health and the environment from such contamination; and

WHEREAS, the Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against the Grantor and the Grantor's successors and assigns.  
NOW, THEREFORE, Grantor agrees as follows:

- A. **Restrictions Applicable to the Property:** In accordance with the Closure Approval, the use, occupancy and activity of and at the Property is restricted as follows:
- i No unrestricted residential use of the Property shall be permitted that is contrary to Department approvals and restrictions contained herein;
  - ii No groundwater at the Property shall be used as potable water;

- iii No soil or solid waste beneath the landfill cap at the Property shall be disturbed in any manner without written permission of the Department's Office of Waste Management, except as permitted in the Closure Approval;
- iv The engineered controls at the Property constructed in accordance with the Closure Approval contained in Exhibit B attached hereto shall not be disturbed and shall be properly maintained to prevent humans engaged in recreational or commercial activity from being exposed to solid waste; and
- v The engineered controls at the Property constructed in accordance with the Closure Approval contained in Exhibit B attached hereto shall not be disturbed and shall be properly maintained so that water does not infiltrate solid waste, where applicable.

**B. No action shall be taken, allowed, suffered, or omitted at the Property if such action or omission is reasonably likely to:**

- i Create a risk of migration of solid waste;
- ii Create a potential hazard to human health or the environment; or
- iii Result in the disturbance of any engineered controls utilized at the Property, except as permitted in the Closure Approval contained in Exhibit B.

**C. Emergencies:** In the event of any emergency which presents a significant risk to human health or to the environment, including but not limited to, maintenance and repair of utility lines or a response to emergencies such as fire or flood, the application of Paragraphs A (iii.-v.) and B above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor complies with the following:

- i Grantor shall notify the Department's Office of Waste Management in writing of the emergency as soon as possible but no more than three (3) business days after Grantor's having learned of the emergency. (This does not remove Grantor's obligation to notify any other necessary state, local or federal agencies.);
- ii Grantor shall limit both the extent and duration of the suspension to the minimum period reasonable and necessary to adequately respond to the emergency;
- iii Grantor shall implement reasonable measures necessary to prevent actual, potential, present and future risk to human health and the environment resulting from such suspension;
- iv Grantor shall communicate at the time of written notification to the Department its intention to conduct the emergency response actions and provide a schedule to complete the emergency response actions;

- v Grantor shall continue to implement the emergency response actions, on the schedule submitted to the Department, to ensure that the Property is remediated in accordance with the Solid Waste Regulations (or applicable variance) or restored to its condition prior to such emergency. Based upon information submitted to the Department at the time the ELUR was recorded pertaining to known environmental conditions at the Property, emergency maintenance and repair of utility lines shall only require restoration of the Property to its condition prior to the maintenance and repair of the utility lines; and
- vi Grantor shall submit to the Department, within ten (10) days after the completion of the emergency response action, a status report describing the emergency activities that have been completed.

- D. Release of Restriction; Alterations of Subject Area:** The Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Property inconsistent with this Restriction unless the Grantor has received the Department's prior written approval for such alteration. If the Department determines that the proposed alteration is significant, the Department may require the amendment of this Restriction. Alterations deemed insignificant by the Department will be approved via a letter from the Department. The Department shall not approve any such alteration and shall not release the Property from the provisions of this Restriction unless the Grantor demonstrates to the Department's satisfaction that Grantor has managed the Property in accordance with applicable regulations.
- E. Notice of Lessees and Other Holders of Interests in the Property:** The Grantor, or any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability of this Restriction to the Property.
- F. Enforceability:** If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department in writing within fourteen (14) days of such determination.
- G. Binding Effect:** All of the terms, covenants, and conditions of this Restriction shall run with the land and shall be binding on the Grantor, its successors and assigns, and each owner and any other party entitled to control, possession or use of the Property during such period of ownership or possession.
- H. Inspection & Non-Compliance:** It shall be the obligation of the Grantor, or any future holder of any interest in the Property, to provide for annual inspections of the Property for compliance with the ELUR in accordance with Department requirements.

An authorized representative of the City with direct knowledge of past and present conditions of the Property (the "City Representative"), or a qualified environmental professional will, on behalf of the Grantor or future holder of any interest in the Property, evaluate the compliance

status of the Property on an annual basis. Upon completion of the evaluation, the City Representative or environmental professional will prepare and simultaneously submit to the Department and to the Grantor or future holder of any interest in the Property an evaluation report detailing the findings of the inspection, and noting any compliance violations at the Property. If the Property is determined to be out of compliance with the terms of the ELUR, the Grantor or future holder of any interest in the Property shall submit a corrective action plan in writing to the Department within ten (10) days of receipt of the evaluation report, indicating the plans to bring the Property into compliance with the ELUR, including, at a minimum, a schedule for implementation of the plan.

In the event of any violation of the terms of this Restriction, which remains uncured more than ninety (90) days after written notice of violation, all Department approvals and agreements relating to the Property may be voided at the sole discretion of the Department.

- I. **Terms Used Herein:** The definitions of terms used herein shall be the same as the definitions contained in Section 1.3.00 (DEFINITIONS) of the Solid Waste Regulations.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her) hand and seal on the day and year set forth above.

The City of Woonsocket

By: Sheila M. McGauran  
Grantor (signature)

Sheila M. McGauran  
Grantor (typed name)

STATE OF RHODE ISLAND

COUNTY OF Providence

In Woonsocket, in said County and State, on the 8<sup>th</sup> day of 2012, 2012, before me personally appeared Sheila M. McGauran, to me known and known by me to be the party executing the foregoing instrument and (he/she) acknowledged said instrument by (him/her) executed to be (his/her) free act and deed.

Notary Public:

Estelle D. Cariveau

My Comm. Expires:

7-1-2014

EXHIBIT A

Legal Description of Property Subject to  
Environmental Land Usage Restriction

Woonsocket, Rhode Island

That certain parcel of land situated on the southerly side of Davison Avenue and on the westerly side of the Blackstone River and the easterly side of Manville Road in the City of Woonsocket, County of Providence, and State of Rhode Island, said parcel being further bounded and described as follows:

Beginning at a point on the existing easterly City Street Line of Davison Avenue, said point also being located 41.36' along a bearing of N54°09'40"W from an iron pipe on the existing westerly City Street Line of Davison Avenue, said point also being the most southwesterly corner of land now or formerly (N/F) of the City of Woonsocket (Assessor's Map (A.M.) D5 LOT 28-110), and the most northwesterly corner of land N/F of the City of Woonsocket (A.M. D5 LOT 28-13), said point also being the most northerly corner of the parcel herein described;

Thence S57°18'27"E, with said land N/F of the City of Woonsocket land forty-four and seventy-six hundredths (44.76) feet;

Thence S76°58'46"E, with said N/F City of Woonsocket land twenty-two (22.00) feet;

Thence N83°38'14"E, with said N/F City of Woonsocket land thirty-three (33.00) feet;

Thence S05°53'46"E, with said N/F City of Woonsocket land eight and sixty-six hundredths (8.66) feet;

Thence N86°28'14"E, with said N/F City of Woonsocket land one-hundred-fourteen and twenty-nine hundredths (114.29) feet to a point, said point being on the westerly bank of the Blackstone River;

Thence, in a general southerly direction along the edge of the Blackstone River to a point, said point being the most southeasterly corner of land N/F of the City of Woonsocket (A.M. F5 LOT 32-10), said point also being the most northeasterly corner of land N/F of the City of Woonsocket (A.M. G5 LOT 34-7; Deed Book (D.B.) 1095 pg. 16), said point also being the most southeasterly corner of the parcel herein described;

Thence S83°10'05" with said N/F City of Woonsocket land, and along the most northerly property line of land N/F of the City of Woonsocket (A.M. G5 LOT 34-87; D.B. 1482 pg. 162) two-hundred forty-four and sixty-nine hundredths (244.69) feet to a point, said point being on the northerly property line of land N/F of Lisa M. Paradis (A.M. G5 LOT 34-20; D.B. 1268 pg. 485), said point also being the most southwesterly corner of the parcel herein described;

Thence N13°25'04"W along the easterly property line of land N/F of the City of Woonsocket (A.M. G5 LOT 32-6) seven-hundred-three (703.00) feet to a point;

Thence N21°56'55"W, with said N/F City of Woonsocket land, and along the easterly City Street Line of Manville Road one-hundred-one and twelve hundredths (101.12) feet to a point;

Thence N14°24'57"W, with said easterly City Street Line of Manville Road, and along the easterly property line of land N/F of Steven P. Celine and M. Jolin (A.M. F5 LOT 32-8; D.B. 720 pg. 277) eight-hundred-three and eighty-five hundredths (803.85) feet to a point on the easterly property line of said N/F Steven P. Celine and M. Jolin land;

Thence N05°52'20"E, with said N/F Steven P. Celine and M. Jolin land one-hundred-five and ninety-five hundredths (105.95) feet to a point;

Thence N13°25'04"W, with said N/F Steven P. Celine and M. Jolin land, and along the most easterly property line of land N/F of Robert R. and Carol A. Gariepy (A.M. F5 LOT 32-1; D.B. 833 pg. 20) and along the easterly property line of land N/F of Anthony R. and Maureen A. Rison (A.M. F5 LOT 32-128; D.B. 513 pg. 95) three-hundred-ninety (390.00) feet to a point on the easterly property line of land N/F of Joseph and Mariana Hodady (A.M. F5 LOT 29-74; D.B. 743 pg. 323);

Thence easterly along a curve to the right having a radius of two-thousand-nine-hundred-thirteen and ninety-three hundredths (2913.93) feet, with said N/F Joseph and Mariana Hodady land, and along the easterly property line of land N/F of Raymond and Paula Paquette (A.M. F5 LOT 29-97; D.B. 1233 pg. 616), and along the easterly property line of land N/F of Raphael Begin (A.M. F5 LOT 29-80; D.B. 592 pg. 75), and along the easterly property line of land N/F of Michael P. and Tabitha Lavoie (A.M. F5 LOT 29-79; D.B. 1251 pg. 511), and along the easterly property line of land N/F of Robert G. and Linda A. Bell (A.M. F5 LOT 29-25; D.B. 1108 pg. 581) three-hundred-five (305.00) feet to a point, said point being on the easterly property line of land N/F of Somxay and Sophavady Syhabouth (A.M. F5 LOT 29-38; D.B. 979 pg. 13);

Thence N21°12'55"W, with said N/F Somxay and Sophavady Syhabouth land, and along the easterly property line of land N/F of Thomas A. Picard (A.M. F5 LOT 29-78; D.B. 1233 pg. 573), and along the easterly property line of land N/F of Douglas P. Fisher (A.M. E5 LOT 29-88; D.B. 1456 pg. 9), and along the easterly property line of land N/F of Pauline Beaudry (A.M. E5 LOT 29-64; D.B. 775 pg. 260), and along the easterly property line of land N/F of Roger D. and Sandra M. Beaudry (A.M. E5 LOT 29-62; D.B. 623 pg. 166), and along the easterly property line of land N/F of Richard Leboeuf (A.M. E5 LOT 29-59; D.B. 1209 pg. 641) three-hundred-fifteen (315.00) feet to a point, said point being at the northeasterly corner of said N/F of Richard Leboeuf land and the southeasterly corner of land N/F of Kevin J. and Lisa D. Siekiera (A.M. E5 LOT 29-61; D.B. 1123 pg. 415);

Thence N07°15'05"W, with said N/F Kevin J. and Lisa D. Siekiera land, and along the easterly property line of land N/F of Richard L. and Denise E. Dufresne Sr. (A.M. E5 LOT 29-7; D.B. 589 pg. 217) one-hundred (100.00) feet to a point, said point being at the northeasterly corner of said N/F of Richard L. and Denise E. Dufresne Sr. land;



Thence N29°50'45"E, with said N/F Richard L. and Denise E. Dufresne Sr. land, and along the easterly property line of land N/F of Roland P. Germain (A.M. E5 LOT 29-26; D.B. 1047 pg. 481) one-hundred-twenty-six (126.00) feet to a point, said point being on the easterly property line of land N/F of Paula DePiero (A.M. E5 LOT 29-27; D.B. 1486 pg. 257);

Thence N07°15'05"W, with said N/F Paula DePiero land, and along the easterly property line of land N/F of Suzanne and Steven Duquesnay (A.M. E5 LOT 29-20; D.B. 829 pg. 73), and along the easterly property line of land N/F of Theodore A. Garlacy Jr. and Theresa A. Garlacy (A.M. E5 LOT 29-28; D.B. 867 pg. 233), and along the easterly property line of land N/F of James E. Salois (A.M. E5 LOT 29-82; D.B. 1433 pg. 397), and along the easterly property line of land N/F of Shirley R. Lacroix (A.M. E5 LOT 29-51; D.B. 401 pg. 276), and along the easterly property line of land N/F of Ronald M. and Suzanne M. Michaud (A.M. E5 LOT 29-29; D.B. 455 pg. 126) five-hundred-ninety-two and thirty-seven hundredths (592.37) feet to a point, said point being on the easterly property line of land N/F of Anthony F. and Karen F. Fandeh (A.M. E5 LOT 29-30; D.B. 482 pg. 128);

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-eighty-three and sixty-nine hundredths (1383.69) feet, with said N/F Anthony F. and Karen F. Fandeh land, and along the easterly property line of land N/F of Anthony F. and Karen F. Fandeh (A.M. E5 LOT 29-67; D.B. 514 pg. 288) one-hundred-eighty-nine and twelve hundredths (189.12) feet to a point, said point being at the northeasterly corner of said N/F of Anthony F. and Karen F. Fandeh land;

Thence N53°23'16"W, along the northeasterly property line of land N/F of Robert E. Jean II and Melissa M. McIntyre (A.M. E5 LOT 29-31; D.B. 1185 pg. 240) one-hundred-twenty (120.00) feet to a point, said point being on the easterly property line of land N/F of Normand L. and Aline Durand Trustees and Settlers (A.M. E5 LOT 29-39; D.B. 848 pg. 219);

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-twelve and sixty-nine hundredths (1312.69) feet, with said N/F of Normand L. and Aline Durand Trustees and Settlers land, and along the easterly property line of land N/F of Camille N. and Linda M. Leblanc (A.M. E5 LOT 29-366; D.B. 1064 pg. 43), and along the easterly property line of land N/F of Real P. and Lucille M. Salvat (A.M. E5 LOT 29-6; D.B. 591 pg. 40), and along the easterly property line of land N/F of Rene G. Brien Estate (A.M. E5 LOT 29-37; D.B. 27 pg. 28) five-hundred-forty-five (545.00) feet to a point, said point being on the easterly property line of land N/F of Scott L. and Elwira Brien (A.M. E5 LOT 29-40; D.B. 1071 pg. 208);

Thence N14°22'40"W, with said N/F Scott L. and Elwira Brien land one-hundred-eight (108.00) feet to a point;

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-sixty-seven and sixty-nine hundredths (1367.69) feet, with said N/F Scott L. and Elwira Brien land ninety-five and seven hundredths (95.07) feet to a point;

Thence N50°56'32"W, with said N/F Scott L. and Elwira Brien land, and along the northeasterly property line of land N/F of SRS Real Estate Holdings LLC. (A.M. E5 LOT 29-106; D.B. 1232 pg. 499), and along the northeasterly property line of land N/F of Alexmar Realty LLC (A.M. E5 LOT 29-43; D.B. 1251 pg. 543); and along the northeasterly property line of land N/F of Jessica L. and Christopher A. Demers (A.M. E5 LOT 28-48; D.B. 1261 pg. 231), and along the northeasterly property line of land N/F of Brian M. McDaniel and Cam T. Nguyen (A.M. D5 LOT 28-66; D.B. 1139 pg. 514), and along the northeasterly property line of land N/F of Corlis A. Moniz and Celeste A. Benjamin (A.M. D5 LOT 28-115; D.B. 1094 pg. 401) seven-hundred-ninety and eighty-five hundredths (790.85) feet to a point, said point being the northerly corner of said N/F of Corlis A. Moniz and Celeste A. Benjamin land, said land also being on the easterly City Street Line of Davison Avenue;

Thence N39°03'28"E, with said City Street Line of Davison Avenue one-hundred-twenty (120.00) feet to a point;

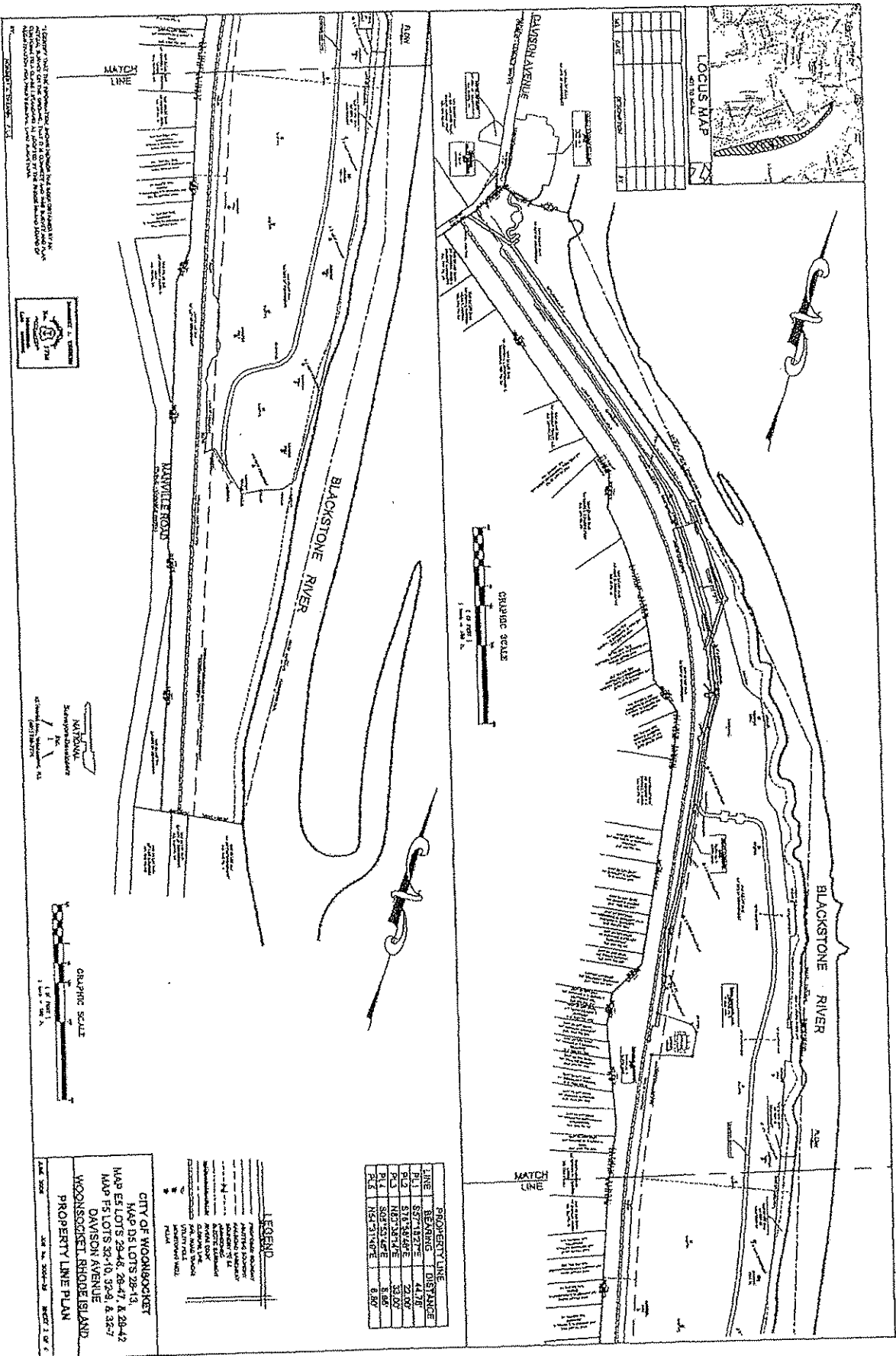
Thence N31°09'32"E, with said City Street Line of Davison Avenue one-hundred-seventeen and eighty-one (117.81) feet to a point, said point being the place or point of beginning.

The above described parcel being shown as City of Woonsocket Map D5 LOTS 28-13, Map E5 LOTS 29-46, 29-47, & 29-42, Map F5 LOTS 32-10, 32-9, & 32-7, Davison Avenue, Woonsocket, Rhode Island on a plan entitled "Property Line Plan" sheet 2 of 4 dated June 2008, by National Land Surveyors-Developers, Inc. and contains a total combined area of 2,074,718 sq. ft., or 47.6289 acres.

Doc: 00159811  
Book: 1952 Page: 288

EXHIBIT 2A

CLASS I SURVEY



LOCUS MAP

NO.	DATE	DESCRIPTION

PROPERTY LINE

LINE	BEARING	DISTANCE
P.1	S 87° 18' 30" E	41.07
P.2	S 75° 34' 30" E	33.00
P.3	N 87° 30' 00" E	8.50
P.4	N 85° 31' 30" E	8.50

LEGEND

Permitted occupancy  
 All other occupancy  
 Occupancy to be determined by the zoning ordinance  
 Unimproved land  
 Water  
 Wetland  
 Flood hazard area  
 Easement  
 Right of way  
 Public utility  
 Other

CITY OF WOONSOCKET  
 MAP DS LOTS 28-13,  
 MAP ES LOTS 28-46, 28-47, & 28-42  
 MAP FS LOTS 32-10, 32-8, & 32-7  
 DAVISON AVENUE  
 WOONSOCKET, RHODE ISLAND  
 PROPERTY LINE PLAN

SHEET NO. 2008-18 SHEET 1 OF 6  
 DATE 08/20/18

Doc: 00159811  
Book: 1952 Page: 290

EXHIBIT B

CLOSURE APPROVAL

FILE COPY

Doc: 00159811  
Book: 1952 Page: 291 2001198.210



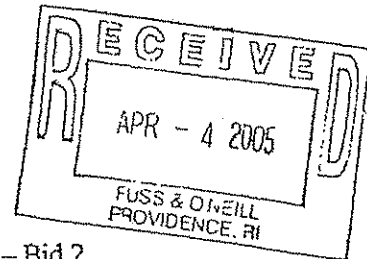
RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

March 29, 2005

Mr. Michael Ammarummo  
Director of Public Works  
City of Woonsocket  
169 Main Street  
Woonsocket, Rhode Island 02895



Re: Davison Avenue Landfill Closure Project Conditional Approval - Bid 2

Dear Mr. Ammarummo:

The Office of Waste Management (OWM) has received and reviewed the document entitled: *Project Manual and Contract Documents, Davison Avenue Closure, Woonsocket, RI*, received January 31, 2005. The current submittal includes two separate closure options BID 1 and BID 2. The landfill closure activities outlined in the BID 1 site details were conditionally approved by this office on November 30, 2004. BID 2 proposes additional closure activities related to a public/recreational re-use of the landfill property. In addition, the OWM has on file the following documents that constitute the Closure Plan, Site Plan and Contract Documents associated with both the Bid 1 and Bid 2 landfill closure activities:

1. Closure Plan, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, Revised April 2004, received 15 April 2004, submitted by Fuss & O'Neill, Inc. on behalf of the City of Woonsocket.
2. Response to Comments, Closure Plan, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, received September 27, 2004, submitted by Fuss & O'Neill, Inc. on behalf of the City of Woonsocket.
3. Project Manual, Contract Documents for Landfill Closure, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, received September 27, 2004, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.
4. Response to Comments, Davison Avenue Closure, Woonsocket, RI, dated November 24, 2004, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.
5. Davison Avenue Landfill Conditional Approval, dated November 30, 2004, issued by the RIDEM/OWM.

Landfill Closure Conditional Approval Letter - Bid 2  
Davison Avenue Landfill  
Woonsocket, Rhode Island

CERCLIS ID: RID981064199  
NOV OC&I/RCRA 00-98/SW 00-049  
AAD No. 01-003/WME



6. Project Manual, Contract Documents for Landfill Closure, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island; Revised January 2005, received January 31, 2005, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.

Based upon the OWM's review of the additional information relating to the closure and post-closure activities associated with Bid 2 of these documents, we hereby approve the Closure Plan and Contract Documents with the following conditions:

1. Prior to the commencement of the landfill closure construction activities and the placement of the vegetative support material, a sampling plan shall be submitted to the OWM to certify that the proposed vegetative support material meets the Residential Direct Exposure Criteria listed in the State of Rhode Island Department of Environmental Management Remediation Regulations. Sampling shall include those parameters listed in Table 1 of the Remediation Regulations. The sampling plan may be organized to include higher initial sampling frequency with decreased sampling frequency as the project progresses if the material imported to the site comes from one location, is below the residential direct exposure criteria, and is relatively homogenous. If the City intends to take vegetative support material from multiple borrow sites, then the higher initial sampling frequency for those parameters listed in the Remediation Regulations will apply to each additional borrow site. Sample results shall be submitted to the Department prior to the placement of the vegetative support material. The intent of the sampling plan is to provide the Department as well as the general public with a reasonable characterization of the quality of the final vegetative support material.
2. The use of lateral gas vents or a geocomposite venting layer should be incorporated into the design of the final cover system. Conveying landfill gas away from areas of the property that will be frequented by the public will both limit the exposure to landfill gas of unknown quantity and composition, and allow for the ability to actively vent and or flare the landfill gas if necessary. In addition, upon completion of the closure construction activities, a landfill gas assessment shall be performed and shall demonstrate that the appropriate risk pathways are being addressed based upon the proposed end uses of the landfill property. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
3. Prior to construction of the engineered landfill cap the catch basin that discharges to the Blackstone River and is located approximately 400 feet north of the former transfer station should be filled and the discharge pipe should be excavated and removed in the area of the Blackstone River. The opening of the remaining pipe should either be capped with cement or crushed.
4. In the event that waste material is encountered during the excavation of the 4" ductile iron water main trench along the toe of the landfill slope the excavated solid waste material shall either be incorporated under the sub-base of the final cover system or disposed of at a licensed solid waste facility.

5. The irrigation system shall incorporate all piping, including the 4" ductile iron water main, above the geomembrane component of the final engineered landfill cap in order to preserve the integrity of the cap. Since the irrigation of playing fields will be seasonal, the design may be able to incorporate a method of draining the length of supply line from the toe of the landfill slope to the proposed 28' x 38' building prior to the winter months. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
6. Fence posts, bollards and utility poles that are placed through the final cap system shall be inspected during quarterly sampling events. In the event that any structure (which includes fence posts, bollards, utility poles, monitoring wells and gas vents) has been damaged or knocked over, the immediate area surrounding the structure shall be excavated by the use of hand tools to determine whether the geomembrane or any of the weld lines have been ripped or compromised. In the event the cap has been compromised, the geomembrane cap in the immediate area of the damaged structure shall be repaired by a licensed or manufacturer certified geomembrane installer/distributor.
7. The proposed 28' x 38' building should include a vented crawlspace between the building foundation and the flooring above it. In addition, the crawlspace area as well as areas within the proposed building that will be utilized by city employees and or the general public shall have at a minimum, sensors that monitor oxygen and explosive gases. If the levels of explosive gases exceed 10% of the LEL, alarms shall alert the buildings occupants, as well as the local fire department of these conditions. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
8. The proposed rip-rap along the landfill embankment adjacent to the river shall be adequate to withstand flows from a 100-year storm event.
9. The proposed project shall not result in any loss of floodplain storage capacity.
10. If BID 2 is selected as the final closure option, the City of Woonsocket shall obtain RIPDES permit coverage for the discharge of storm water associated with the construction activity prior to proceeding with any site disturbance. Permit coverage can be requested by submitting a Notice of Intent (NOI) for coverage under the RIPDES General Permit for Discharges of Storm Water Associated with Construction Activity. A copy of the General Permit and associated application forms and instructions can be found at: <http://www.state.ri.us/dem/programs/benviron/water/permits/ripdes/index.htm>. If an NOI has been previously submitted for the landfill closure construction activities the City should apply for a modification to the current submittal.
11. All work, operations, activities and schedules shall be performed in accordance with the terms and conditions of this Conditional Approval Letter, and the conditionally approved Closure Plan and Bid 2 Contract Documents, and all other applicable federal, state and local laws and regulations. This Conditional Approval does not remove City of

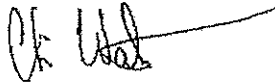


Woonsocket's obligation to obtain any necessary permits from other state, local, or federal agencies.

12. The City of Woonsocket shall utilize best management practices and procedures during site disturbance and construction activities in order to minimize the risk of erosion and sedimentation in the event of a significant rainfall event.
13. Within thirty (30) days of completion of the landfill closure construction activities described in the Closure Plan and Contract Documents, a Construction Certification Report which contains: details of the daily work activities, compiled field and laboratory testing results, a description of the current site status, an as-built plan, and a draft ELUR, shall be submitted to the OWM for review and approval. The Construction Certification Report and all other information pertinent to the landfill closure activities shall be submitted to: Chris Walusiak, Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade Street, Providence, RI 02908-5767.


It should be noted at this time that the OWM still has not ascertained the details and location of the proposed section of the Blackstone River bikeway that will cross the landfill property. As a result, the OWM may have comments regarding the construction of the bike path over the limits of the landfill boundary and the final cover system. Based upon the findings of this review, and the number of departmental agencies involved with this project, the OWM would suggest a meeting to discuss these issues with the City and its consultant. If you have any questions regarding this letter, or would like to request a meeting to discuss these issues, please contact me at (401) 222-2797 x 7135

Sincerely,



Chris Walusiak, Engineer  
Office of Waste Management

Authorized by,



Laurie Grandchamp, Supervising Engineer  
Office of Waste Management

Cc: Terrence Gray, RIDEM Assistant Director  
Leo Hellested, RIDEM/OWM  
Russell Chateauf, RIDEM/OWR  
Robert Bailey, RIDEM/OP&D  
Michael Delrossi, City of Woonsocket  
Dean Audet, Fuss & O'Neill, Inc.  
Nils Wiberg, Fuss & O'Neill, Inc.

RECEIVED IN WOONSOCKET R.I.  
DATE Feb 10, 2012 TIME 09:36:30A  
ANDREA M. BICKI, CITY CLERK

Landfill Closure Conditional Approval Letter - Bid 2  
Davison Avenue Landfill  
Woonsocket, Rhode Island

CERCLIS ID: RID981064199  
NOV OC&I/RCRA 00-98/SW 00-049  
AAD No. 01-003/WME

CITY OF WOONSOCKET, RHODE ISLAND  
Request for Qualifications & Proposals  
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

Exhibit III – Deed & Agreement Providence and Worcester Railroad Company and  
City of Woonsocket

INST: 00120452  
BK: 1482 Pg: 162

EXHIBIT A

DEED AND AGREEMENT

PROVIDENCE AND WORCESTER RAILROAD COMPANY, a Rhode Island corporation whose address is 75 Hammond Street Worcester, Massachusetts 01610, for consideration paid, does hereby grant to the CITY OF WOONSOCKET, whose address is 169 Main Street, Woonsocket, Rhode Island 02895, all of its right, title and interest in and to the following described real estate and improvements thereon (the "Property"):

The railroad right-of-way beginning on the south side of the driveway to the City of Woonsocket Water Treatment Plant located to the east of Manville Road beginning at station 746+75 and extending generally in a northerly direction and ending at station 811+10, which is the centerline of Davison Street, as more particularly described on that plan entitled Property to be Conveyed to the City of Woonsocket, sheets 1 of 2 and 2 of 2, scale 1"=300' +/-, dated April 22, 2005, prepared by the Providence & Worcester R.R. Co., a copy of which is attached hereto and made a part hereof as Exhibit A.

Reserving to the Grantor, its successors and assigns, subject to the rights specifically granted to Grantee herein the exclusive right and easement to use the Property for the conduct of railroad operations, including the right to alter or relocate said improvements and to construct, operate and maintain additional or substitute rail lines and facilities (all of which shall remain the property of Grantee), and also the exclusive right and easement, for itself and its successors and assigns, to construct, operate and maintain at and above grade and underground, pipelines, utility lines of all kinds including water, sewer, electric and communications lines and other utility lines, and the further exclusive right and easement to permit the crossing of any railroad tracks at grade, and also the further exclusive right and easement to permit the use of the Property for public recreational uses and purposes of all kinds including the construction, operation and

maintenance of facilities related to such public recreational uses, it being expressly understood and agreed that Grantor shall not be liable for the payment of taxes of any kind (or payments in lieu of taxes) on the Property, including without limitation, the track structure.

Grantee will not discharge surface water upon the remaining property of Grantor and Grantee hereby expressly releases Grantor from liability for any surface water flowing naturally from remaining property and railroad tracks of Grantor and to or upon the Property. Grantee further agrees not to alter the Property so as to cause water to drain or flow onto the track structure maintained by Grantor and/or onto Grantor's remaining property. Grantee further agrees that it will not at any time plow, shovel or otherwise deposit snow, ice or any other material on the track structure maintained by Grantor and/or on Grantor's remaining property.

Grantee shall not in any way or at any time interfere with the proper and safe passage of Grantor's trains or the proper and safe exercise, use and enjoyment by Grantor of the rights reserved above.

No excavation, filling, or construction of any kind, including, without limitation, the construction, installation and maintenance of (a) a geotech landfill closure cap up to approximately twenty-five (25) feet on a horizontal plane from the centerline of the railroad track maintained by Grantor for purposes associated with the closure of a former solid waste landfill located on other land of the Grantee immediately to the east of and adjacent to the Property and (b) a water line on the Property at approximately twenty-two (22) feet from the centerline of said railroad track and utility poles and electric power lines on the Property at approximately fifteen (15) feet from the centerline of said railroad tracks, all for the purpose of providing water and electric service to recreational facilities to be located on the other land of the Grantee

immediately to the east of and adjacent to the Property or any other change of grade shall be commenced on the Property unless and until Grantee shall first deliver adequate plans and specifications of same to Grantor's Chief Engineer for approval with respect to the matters described in the next sentence. Said plans and specifications shall contain sufficient detail so that Grantor can determine therefrom the effect, if any, that such excavation, filling, construction or change of grade will have upon Grantor's abutting properties and/or the track structure maintained by Grantor and/or the rights reserved above. Grantee shall, at its sole cost and expense, maintain such retaining wall or other adequate and proper land slope, as may be reasonably required by Grantor to protect the rights reserved above and to maintain at all times a minimum distance of twenty three and one half (23.5) feet on a horizontal plane from the centerline of the railroad track maintained by Grantor.

Grantee shall indemnify and hold harmless Grantor for any claims, damages, costs, loss or expenses to which Grantor may be subjected by reason of the bodily injury or death of any person or by reason of any property damage arising because of, or caused by any failure of Grantee to perform or comply with the terms of this Deed and Agreement.

No covenants, express or implied by Grantor, accompany this Deed. By acceptance of this Deed and the Property, Grantee assumes all responsibilities and obligations with respect to the Property.

Grantee agrees for itself and for its successors and assigns, that it will not interfere with the uses and purposes herein reserved to Grantor, its successors and assigns and will notify the Chief Engineer of Grantor before entering upon the Property for the purpose of performing any construction, maintenance or other work on facilities or improvements of Grantee located

INST: 00120452  
Pk: 1482 Ps: 165

thereon and will pay the reasonable costs for any necessary flag protection associated with any such work to be performed by Grantee upon the Property.

Grantee acknowledges that the Property is being conveyed by Grantor and accepted by Grantee in an AS IS condition. Grantee, by acceptance of this Deed, assumes all risk, cost and expense associated with any environmental conditions on the Property. Grantee shall bear all costs and expenses of evaluating, assessing and remediating any contamination required by law to be remediated. Grantee shall defend, indemnify and hold Grantor, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages and other liabilities, including, but not limited to, damage to property or personal injury, arising from the environmental condition of the Property relating to solid waste disposal activities of the Grantee or otherwise arising as the result of Grantee's ownership of the Property. Any other environmental conditions existing on the Property prior to this conveyance shall remain the responsibility of Grantor.

The consideration for this conveyance is such that no revenue stamps are required.

INST# 00120452  
BK# 1482 Pg# 166

IN WITNESS WHEREOF, the parties hereto have caused this Deed and Agreement to

be executed this 2 day of December 2005.

PROVIDENCE AND WORCESTER  
RAILROAD COMPANY

By: [Signature]  
Name: P. Scott Conti  
Title: Vice President Engineering

CITY OF WOONSOCKET

By: [Signature]  
Name: SAUL A. LIBONTE  
Title: Vital Records Clerk

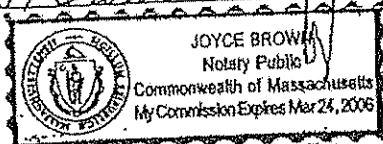
Michael Annarummo  
Director of Public Works  
Woonsocket, Rhode Island

INST# 00120452  
Bk# 1482 Pg# 167

Commonwealth of Massachusetts  
County of Worcester

On this 6<sup>th</sup> day of May, 2005, before me, the undersigned Notary Public, personally appeared P. Scott Conti of Providence and Worcester Railroad Company, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Joyce S. Brown  
Signature of Notary



(Seal)  
My Commission Expires 3/24/06

State of Rhode Island  
County of PROVIDENCE

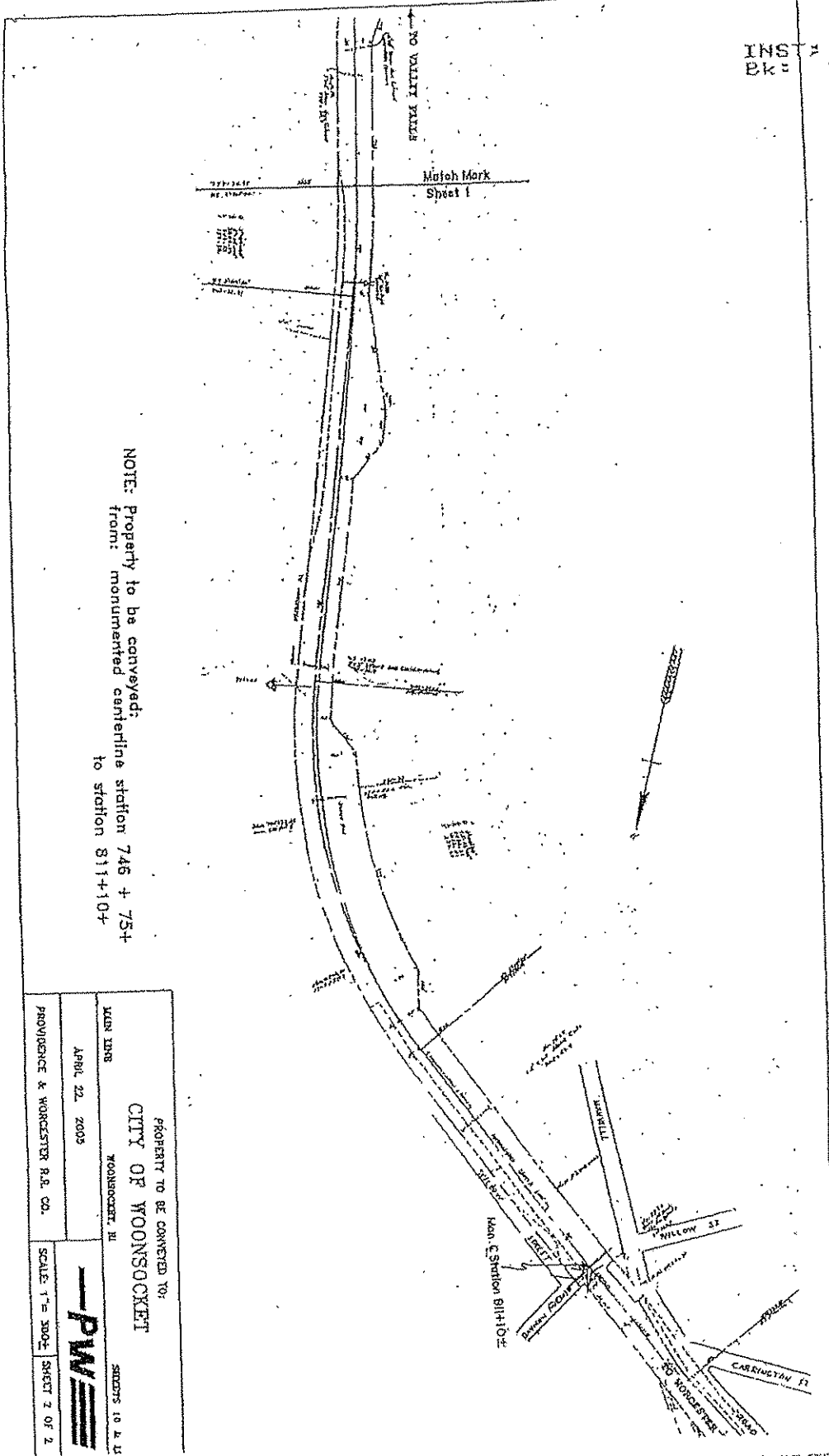
On this 2 day of December, 2005, before me, the undersigned Notary Public, personally appeared Michael Annarummo, of the City of Woonsocket, proved to me through satisfactory evidence of identification, which was/were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Judith A. LaPorte  
Signature of Notary

(Seal)  
My Commission Expires 7/7/08



INS: 00120452  
 Bk: 1482 Pg: 168



NOTE: Property to be conveyed  
 from: monumented centerline station 746 + 75+  
 to station 811+10+


PROPERTY TO BE CONVEYED TO:	
CITY OF WOONSOCKET	
WOONSOCKET RI	
APRIL 22, 2003	
PROVIDENCE & WORCESTER R.R. CO.	
	
SCALE 1" = 300'	SHEET 2 OF 2

EXHIBIT A

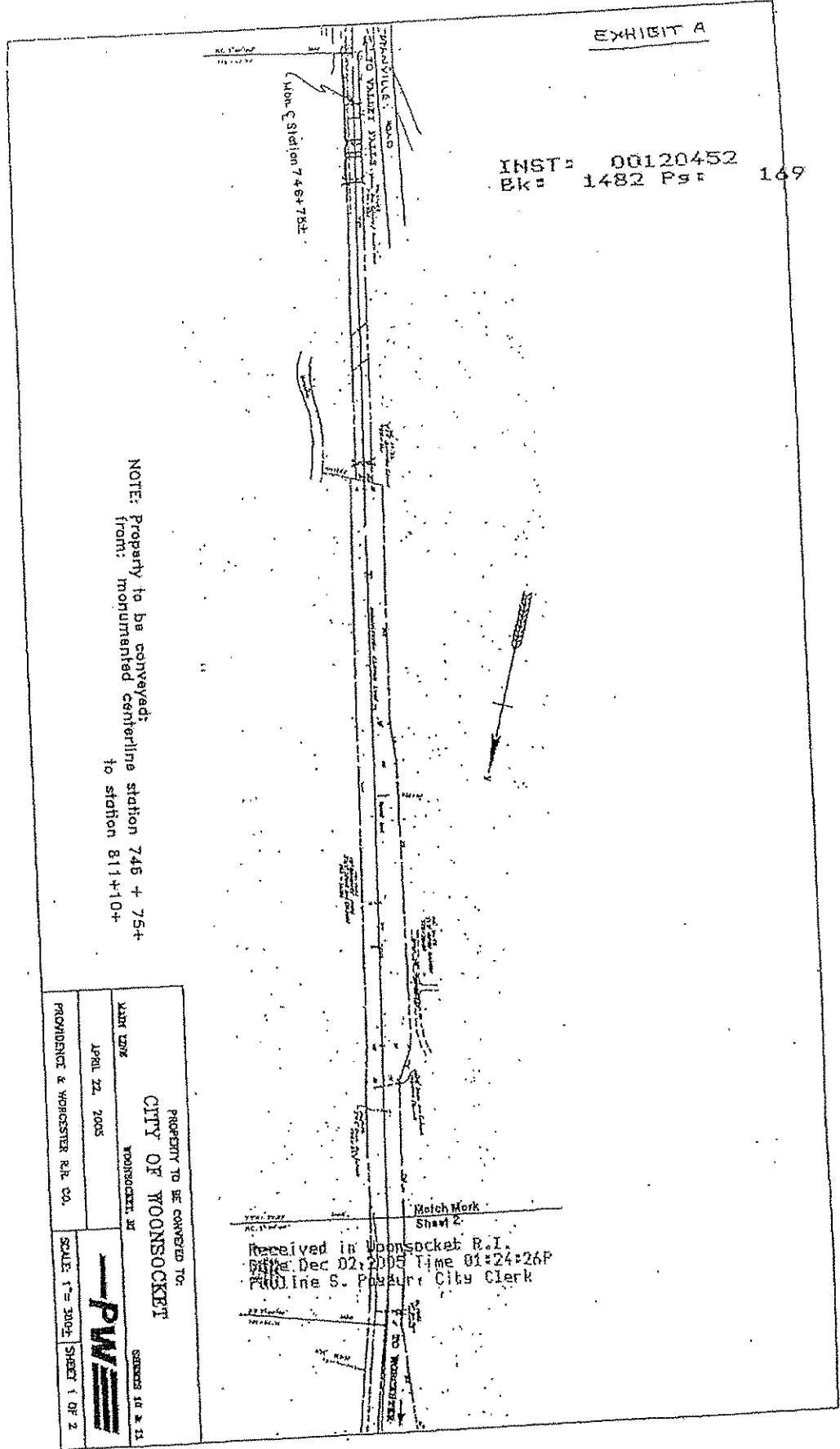
INST: 00120452  
Bk: 1482 Pgs: 169

Alton C Station 746+752

NOTE: Property to be conveyed  
from: monumented centerline station 746 + 75+  
to station 811+10+

PROPERTY TO BE CONVEYED TO:	
CITY OF WOODSOCKET	
DATE: APRIL 22, 2005	ENGINEER: PW
SCALE: 1" = 200'	SHEET: 1 OF 2

Received in Woodsocket R.I.  
Date: Dec 02, 2005 Time 01:24:26P  
By: Ina S. Poirer City Clerk



CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

October 21, A.D. 2019

**RECOGNIZING JENNIFER JOLICOEUR  
& ATHENA'S HOME NOVELTIES**

**WHEREAS,** Jennifer Jolicoeur & Athena's Home Novelty set out on a mission ten (10) years ago on behalf of breast cancer awareness; and

**WHEREAS,** Ms. Jolicoeur, family, friends and the community for nine (9) days and twelve (12) hours per day in sunshine and rain produced a miraculous chain; and

**WHEREAS,** after connecting 196,564 bras, 124 miles long a new Guinness World record was set in Woonsocket and;

**WHEREAS,** not only was a world record set, Ms. Jolicoeur's vision displayed unity, commitment and team work from all involved.

**WHEREAS,** the Woonsocket City Council expresses a sincere thank you to Jennifer Jolicoeur on a job well done.

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

**SECTION 1.** That the City Council of the City of Woonsocket hereby recognizes and congratulates Ms. Jolicoeur on her new World Record.

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

\_\_\_\_\_  
Daniel M. Gendron, President

\_\_\_\_\_  
Jon D. Brien, Vice President

\_\_\_\_\_  
James C. Cournoyer, City Council

\_\_\_\_\_  
Alex Kithes, City Council

\_\_\_\_\_  
Denise D. Sierra, City Council

\_\_\_\_\_  
David A. Soucy, City Council

\_\_\_\_\_  
John F. Ward, City Council