

**** AMENDED ****

**MONDAY, NOVEMBER 7, 2016
WOONSOCKET CITY COUNCIL AGENDA
CITY COUNCIL PRESIDENT ROBERT R. MOREAU PRESIDING
7:00 PM. – HARRIS HALL**

REGULAR MEETING

- 1. ROLL CALL**
- 2. PRAYER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. CITIZENS GOOD AND WELFARE**
(Please limit comments to five minutes)
- 5. APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD OCTOBER 17TH**
- 6. CONSENT AGENDA**
All items on the consent agenda are indicated with an asterisk (*).
- 7. COMMUNICATIONS FROM CITY OFFICERS**
 - 16 CO 52* A communication from the Director of Planning & Development regarding responses to request for proposals (Former Woonsocket Middle School).
 - 16 CO 53* A communication from the Director of Planning & Development regarding Grant Agreements • Cass Park Improvements – Phase IV.
 - 16 CO 54* A communication from the Director of Planning & Development regarding request for proposals (Social Street School).
 - 16 CO 55* A communication from the Solicitor regarding lease agreement with T-Mobile Northeast, LLC.
- 8. AGENDA FOR BOARD OF LICENSE COMMISSIONERS**
 - 16 LC 31 Public hearing on application of a Class BL Liquor license for Tapas & Papas, LLC, d/b/a Tapas & Papas at 587 Willow Street.
 - 16 LC 32 Application of licenses and renewal of licenses (listing attached).
- 9. COMMUNICATIONS AND PETITIONS**
 - 16 CP 63 Request of Councilman Mancieri to address the following items:
 1. Question 6 – Rhode Island Green Economy Bond
 - 16 CP 64 Request of Councilman Gendron to address the following items:
 1. Financial Reports / Financial Condition of the City
 2. Tax Assessor
 3. Interjurisdictional Agreements
 4. Former Lowes and Wal-Mart Properties
 5. Former Middle School, RFP
 - 16 CP 65 Request of Vice President Brien to address the following items:
 1. “Blight” / Acquisition-Relocation
 2. Cumberland Interconnect Restoration
 3. Knollwood Drive Sewer Back-up / Veolia
 4. Summer Student Improvement Program
 5. Board of Canvassers
 6. 2016 Inauguration
 - 16 CP 66* Monthly order report from CH2M Hill.

10. GOOD AND WELFARE

(Five minute limit, per Council Rules of Order)

11. ORDINANCE PASSED FOR THE FIRST TIME OCTOBER 17TH

- 16 O 110 Omnibus changes to licenses and permits fees.-Mancieri
16 O 117 Authorizing the sale of a portion of Lot 88 on Woonsocket Assessor's Plat 57 to Bryan J. & Sylvia A. Richards.-Moreau
16 O 118 Amending Chapter 15 Entitled, "Parks and Recreation" of the Code of Ordinances, City of Woonsocket.-Mancieri
16 O 119 Authorizing the Public Safety Department of the City of Woonsocket to bypass competitive bidding for purchase of twenty X26P Tasers.-Moreau
16 O 120 Amending Chapter 13 Entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket.-Murray

12. ORDINANCES TABLED UNTIL THIS MEETING

- 16 O 113 Ordinance providing for the transfer of funds from Blighted Buildings to Motor Vehicle Tax Refund Account, along with refunds to be provided to motor vehicle owners pursuant to promises by the Mayor to provide a "reduced tax burden" for motor vehicle owners.-Brien

13. NEW ORDINANCES

- 16 O 121 Granting easement to the Narragansett Electric Company and Verizon New England, Inc.-Moreau
16 O 122 Authorizing acceptance of a water main and sewer main and storm drain.-Moreau
16 O 123 Authorizing acceptance of public land.-Moreau
16 O 124 Authorization to declare a public highway.-Moreau
16 O 125 In amendment of Chapter 14 Entitled, "Miscellaneous Offenses and Provisions" of the Code of Ordinances, City of Woonsocket.-Moreau
16 O 126 Authorizing the City to enter into a lease agreement with T-Mobile Northeast, LLC for the water tower located at 2331 Diamond Hill Road.-Moreau
16 O 127 In amendment of the Code of Ordinances, City of Woonsocket, R.I., Appendix C, Entitled "Zoning" regarding Breweries and Microbreweries.-Mancieri

14. RESOLUTION TABLED UNTIL THIS MEETING

- 16 R 148 Authorizing the cancellation of certain taxes.-Moreau

15. NEW RESOLUTIONS

- 16 R 154 Granting permission to use City property.-Moreau
16 R 155 In support for the City of Woonsocket grant application for the design, development and maintenance of dog parks.-Murray & Mancieri
16 R 156 Authorizing the cancellation of certain taxes.-Moreau
16 R 157 Authorizing the Mayor & Director of Planning & Development to execute an agreement with the Rhode Island Department of Environmental Management for a recreation improvement grant for Cass Park Improvements • Phase IV.-Moreau
16 R 158 Authorizing the Mayor to solicit proposals for the Former Social Street School building at 706 Social Street, Woonsocket.-Moreau

16. ADJOURNMENT

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

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AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

HOLIDAY

Li'l General #22, 601 Winter Street

RENEWAL LICENSES

1ST CLASS VICTUALING

Barbara's Place, 77 North Main Street
Burger King, 293 Social Street
Champ's Diner, 719 Front Street
D'Angelo's Sandwich Shop, 1396 Park Avenue
Dunkin Donuts, 308 Cumberland Street
Dunkin Donuts, 240 Social Street
Dunkin Donuts, 1338 Park Avenue
Honey Dew Donuts, 760 Cumberland Hill Road
J's Deli, 760 Cumberland Hill Road
Main Street Café, 85 Main Street
Moonlight Restaurant, 32 Rathbun Street
MVP Pizzeria, 840 Cumberland Hill Road
Pacific Asian Cuisine, 63 Cumberland Street
Patriots Diner, 65 Founders Way
Subway, 2000 Diamond Hill Road
Subway Shoppe, 483 Clinton Street
Sunrise Pizza & Creamery, 180 Social Street
Taco Bell, 1500 Diamond Hill Road

2ND CLASS VICTUALING

Community Café, 181 Cumberland Street
Cornerstone Deli, 191 Social Street
Krakow Deli Bakery Smokehouse, 855 Social Street

Monday, October 17, 2016

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 17, 2016 at 7 P.M.

Six members are present. Councilman Beauchamp is absent.

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

The following persons addressed the council under citizens good and welfare: William Doe, Fred Hartnett, Richard Fagnant, Ronald Thifault, Charles Lemoine, Philip Labrecque and John Reynolds, Jr.

Upon motion of Councilman Jalette seconded by Councilman Gendron it is voted that the minutes of the regular meeting held October 3, 2016 be approved as submitted, a voice vote on same being unanimous.

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

The following items were listed on the consent agenda:

- 16 CO 50 A communication from Planning & Development Director regarding request for proposals for 150 Hamlet Avenue.
 - 16 CO 51 A communication from Planning & Development Director regarding ordinance 16 O 17 conveyance of city-owned land.
 - 16 CP 58 Monthly odor report from CH2M Hill.
 - 16 LC 30 Upon motion of Councilman Jalette seconded by Councilwoman Murray it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for holiday license, 1 application for first class victualing license, 1 application for renewal of coin-operated machine license, 3 applications for renewal of quarterly entertainment licenses, 9 applications for renewal of first class victualing license and 1 application for renewal of police constable license. Upon motion of Councilman Jalette seconded by Councilwoman Murray it is voted that the 1 application for Class F license be granted, a voice vote on same being unanimous. Councilman Gendron recused himself from the vote on the Class F license.
 - 16 CP 59 A request of James Cournoyer to address the city council regarding ordinance 16-O-113 related to the fiscal year 2017 motor vehicle tax, as well as the fiscal year 2016 and fiscal year 2017 budget and economic development. Mr. Cournoyer addressed the council.
 - 16 CP 60 A request of Councilman Mancieri to address the following items: improvements at WWII Veterans Memorial Park and Cass Park, biker gang "Outlaws" member arrests by the Woonsocket Police Department.
- A motion was made to dispense with the regular order of business and take up the following resolution:
- 16 R 149 A resolution authorizing Mayor to execute a purchase and sales agreement for the sale of Ayotte Field is read by title, and

A motion is made by Councilwoman Murray seconded by President Moreau that the resolution be passed, however before this is voted on

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

A motion was made to dispense with the regular order of business and take up the following ordinance:

16 O 120 An ordinance amending Chapter 13 entitled "Licenses and Permits" of the Code of Ordinances, City of Woonsocket is read by title, and

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

Upon motion of Councilman Gendron seconded by Councilors Jalette and Brien that the ordinance be amended as follows: In section 1 amend "February 1st" to "April 1st".

Upon motion of Councilman Gendron seconded by Councilman Jalette it is voted to amend the fee to \$100. That motion failed on a 4-2 vote with Councilors Gendron and Jalette voting yes.

Upon motion of President Moreau seconded by Councilwoman Murray it is voted to amend the fee to \$75. This motion is voted on and passed on a 5-1 roll call vote with Councilman Brien voting no. The ordinance, as amended, is then voted on and passed for the first time, a roll call vote on same being unanimous.

16 CP 61 A request of Councilman Gendron to address the following items: financial condition/Fiscal Advisor, Ordinance 16-O-113 and zoning ordinance/political signs.

16 CP 62 A request of Vice President Brien to address the following items: 16-O-113 motor vehicle refund/hold harmless, Broadway junkyard update, 16-O-78 zoning miscellaneous and technical provision changes and 16-O-79 abandoned, junked, discarded vehicles on public property and Fiscal Advisor.

The following remarks were made under good and welfare:

Councilman Brien passed.

Councilman Gendron asked if Woonsocket Middle School RFP ended October 13, 2016 or was it extended to October 24th.

Councilman Jalette addressed city selling water for power plant.

Councilman Mancieri passed.

President Moreau passed.

Councilwoman Murray passed.

16 O 115 An ordinance amending Section 6 of Appendix A of the Personnel Ordinance, which was passed for the first time on October 3, 2016 is read by title, and

Upon motion of Councilman Mancieri seconded by Councilors Gendron and Murray it is voted that the ordinance be passed, a voice vote on same being unanimous.

16 O 110 An ordinance for omnibus changes to licenses and permits which was tabled, is read by title, and

Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the ordinance be passed for the first time, however, before this is voted on

Upon motion of Councilman Gendron seconded by Councilman Jalette it is voted that the Bingo license remain the same, a roll call vote on same being unanimous.

Upon motion of Councilman Gendron seconded by Councilman Jalette it is voted that the Entertainment (Daily) license remain the same, a roll call vote on same being unanimous.

A motion is made by Councilman Gendron that the Entertainment (Quarterly) license remain the same, however the motion failed for lack of a second.

Upon motion of Councilman Gendron seconded by Councilwoman Murray it is voted to eliminate the \$500.00 fee for first screen under Theater and Motion Picture Shows and assess a \$100.00 fee per screen annually, a roll call vote on same being unanimous. The ordinance, as amended, is then voted on and passed for the first time, a voice vote on same being unanimous.

- 16 O 113 An ordinance providing for the transfer of funds from blighted buildings to motor vehicle tax refund account, along with refunds to be provided to motor vehicle owners pursuant to promises by the Mayor to provide a "reduced tax burden" for motor vehicle owners which was tabled, is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Jalette it is voted that the ordinance be passed for the first time, however, before this is voted on

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

- 16 O 117 An ordinance authorizing the sale of a portion of Lot 88 on Assessor's Plat 57 to Bryan J. & Sylvia A. Richards is read by title, and

Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the ordinance be passed for the first time, a roll call vote on same being 5-1 with Councilman Brien voting no. During discussion, a motion was made by Councilman Jalette seconded by Councilwoman Murray to move the question.

- 16 O 118 An ordinance amending Chapter 15 entitled "Parks and Recreation" of the Code of Ordinances, City of Woonsocket is read by title, and

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

Upon motion of Councilwoman Murray seconded by Councilman Mancieri it is voted to amend as follows: In Section 1 remove "parks" from after playground and insert after "City-owned". This amendment is voted on and passed on a 4-2 roll call vote with Councilors Brien & Jalette voting no. The ordinance, as amended, is then voted on passed for the first time, a roll call vote on same being 5-1 with Councilman Jalette voting no.

- 16 O 119 An ordinance authorizing the Public Safety Department to bypass competitive bidding for purchase of twenty X26P Tasers is read by title, and

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

- 16 R 146 A resolution granting permission to use City property is read by title, and

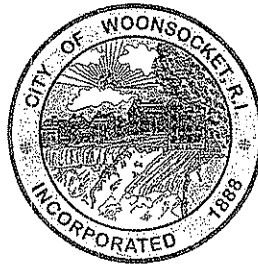
Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the resolution be passed, a voice vote on same being unanimous.

- 16 R 147 A resolution authorizing the cancellation of certain taxes is read by title, and
Upon motion of Councilman Jalette seconded by Councilmen Gendron and Mancieri it is voted that the resolution be passed, a voice vote on same being unanimous.
- 16 R 148 A resolution authorizing the cancellation of certain taxes is read by title, and
A motion is made by Councilman Jalette seconded by Councilwoman Murray that the resolution be passed, however, before this is upon on
Upon motion of Councilman Gendron seconded by Councilman Jalette it is voted that the resolution be tabled, a voice vote on same being unanimous.
- 16 R 150 A resolution accepting quitclaim deed for property located at 193 River Street is read by title, and
Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the resolution be passed, a voice vote on same being 5-1 with Councilman Brien voting no.
- 16 R 151 A resolution authorizing Mayor to purchase the property located at 17 Miller Lane is read by title, and
Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the resolution be passed, however, before it is voted on
Upon motion of Councilwoman Murray seconded by Councilman Mancieri it is voted to amend as follows: in the 3rd Whereas eliminated "of decreasing density of its housing stock". This amendment is voted on and fails on a 3-3 roll call vote. The main ordinance passes on a 5-1 roll call vote with Councilman Brien voting no.
- 16 R 152 A resolution awarding a five-year contract for Telecommunications Services RI MPA #308 to Lighttower is read by title, and
Upon motion of Councilman Mancieri seconded by Councilwoman Murray it is voted that the resolution be passed, a voice vote on same being unanimous.
- 16 R 153 A resolution awarding a five-year contract for Telephone and Telecommunication Services RI MPA #308 to Cox Communications is read by title, and
Upon motion of Councilman Gendron seconded by Councilman Mancieri it is voted that the resolution be passed, a voice vote on same being unanimous.
Upon motion of Councilman Mancieri seconded by Councilman Gendron it is voted that the meeting be and it is hereby adjourned at 10:18 P.M.

Attest:

Christina Harmon Duarte

City Clerk



City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall • 169 Main Street • Post Office Box B
Woonsocket, Rhode Island 02895-4379

N. David Bouley
Director

Telephone: (401) 767-9231
Email:
ndbouley@woonsocketri.org

October 31, 2016

Honorable City Council
City of Woonsocket, Rhode Island
Legislative Chambers Harris Hall
169 Main Street
Woonsocket, Rhode Island 02895

***Subject: Responses to Request for Proposals
Former Woonsocket Middle School
357 Park Place • Woonsocket Assessor's Plat 27, lot 113***

Dear Councilors:

Please be advised that the City of Woonsocket received two (2) proposals for the possible acquisition and redevelopment of the Former Woonsocket Middle School at 357 Park Place, Woonsocket, Rhode Island. They are as follows:

- ❖ Tai-O Group/Unisource
521 Roosevelt Avenue
Central Falls, Rhode Island 02863
- ❖ Hawthorne Development Group
100 Tower Drive, Suite 131
Burr Ridge, Illinois 60527

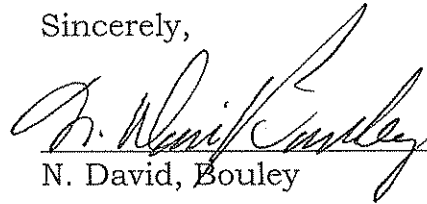
Copies of both Responses are attached for your information. The Hawthorne proposal contained an extensive number of newspaper clippings regarding their business performance; copies of which can be provided at your specific request.

Letter to: Honorable City Council
October 31, 2016
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Presently, the Administration, lead by Mayor Lisa Baldelli-Hunt and the Department of Planning & Development is extensively and carefully considering each proposal and hopes to have a report to present to the Honorable Council in an appropriate amount of time consistent with a careful and thorough examination of all known issue while identifying other issues which have not been addressed, but are of concern to this Administration and would be to the Council.

As always, if you have questions regarding this or any other matter, or, if you require any additional information, please do not hesitate to contact this office at any time.

Sincerely,



N. David, Bouley



THE TAI-O GROUP REAL ESTATE DEVELOPMENT

City of Woonsocket
Joel D. Mathews
Special Projects Administrator for the Department of Planning & Development
169 Main Street
Woonsocket, RI 02895
jmathews@woonsocketri.org

RE: RFP Bic #5754, Woonsocket Middle School, 375 Park Place, Map D4, Lot 27-113
Submitted: 10/24/14

Mr. Joel Mathews,

Thank you for giving us the opportunity to collaborate with you regarding the aforementioned waterfront property. As long time citizen's of RI we see this as a unique opportunity to enhance this city's reputation as the second largest city in Rhode Island. Our team is ready and willing to take up the challenge of assisting you in finding the right fit for this particular neighborhood development. If done properly, this project has enormous potential not only as a stand alone development, but will serve as a catalyst for the momentum and economics of this great city moving forward. Its success will garner additional investment into this city.

The Tai-O Group represents not only development interests with respect to real estate, but is a company which values a holistic approach to community enhancement. Its portfolio includes everything from elderly care housing to charter schools, public parks, retail shopping centers, restaurant facilities, medical facilities, and even churches and orphanages. Tai-O has been in the business of land development for over 30 years in RI alone. Its principals share over 100 years of combined experience in real estate development which span outside the borders of the US, including China, Hong Kong, Central America, Philippines, and even Port au Prince, Haiti.

Locally, Tai-O has developed and retained nearly 2 million square feet of mixed-use holdings and on track to double this by the year 2020. The total local investment portfolio firm exceeds 100 Million dollars. Its portfolio in Pawtucket and Central Falls, RI include the completion of two time, 2011 & 2016, Rhody Preservation Award Winning M Residential Luxury Apartment Complex located along the Blackstone River, involving both State and Federal Tax Credits, housing nearly 170 residential units with nearly 250,000 square feet of residential development on this 7 acre site alone. This project was recently the proud recipient of the highly esteemed State of Rhode Island Historic Preservation Rhody Award. A comprehensive look at this project can be found at www.mresidential.com. We invite you and the council to join us on a tour of this facility.

Previous to this development, Tai-O developed the former Carol Cable Mill at 249 Roosevelt Avenue, Pawtucket, RI, which has come to serve as a commercial hot spot for Pawtucket with its wide

variety of tenants including the Gloria Gemma Cancer Foundation, as well as a newly installed, state of the art dental and primary care facility operated by Chartercare Healthcare. Tenants such as Headquarters of Congressman Patrick Kennedy, as well as current entities such as TEN31 Productions, <http://ten31productions.com/>, known worldwide, and the State of Rhode Island Department of Human Services Regional Offices are just a few tenants within TAI-O's portfolio in this location. In Pawtucket, TAI-O's tenants have also included the State of Rhode Island Department of Motor Vehicles Headquarters, the Rhode Island Chapter of the Associated Builders and Contractors, www.abcri.org, the RI Construction Training Academy, a technical for the trades. Gateway Healthcare headquarters is also located within TAI-O's developments.

One of TAI-O Groups more recent projects, awarded by RFP, is a collaborative relationship between the city of Central falls, state agencies including RIDOT, the EPA, DEM, and the respective organizations governing the Blackstone River, such as the Blackstone Tourism Council, to develop "The Landing," a historic mill located at the crossroads between Cumberland and Central Falls. This nearly 5 Million dollar project will be a public and private partnership designed as a collectived of our states great minds to bring light to tourism, educational initiatives supported by the Mystic Aquarium, combined with local businesses to bring farmers markets and even a brewery.

On a more progressive scale, TAI-O has assisted extensively in the lobbying but also development and implementation of the MBTA Pawtucket Commuter Rail Station, access which is located on one of TAI-O's Groups properties, which currently houses a supermarket and several large box chain stores. This commuter rail project which has been championed by several mayors and state officials in surrounding cities, was recently awarded a \$13.1 Million Dollar Federal Grant, the TIGER GRANT, to go toward the new commuter rail station. The TAI-O Group has also been extensively involved with the Department of Environmental Management to impliment and execute the state wide initiatives to bring "Fish Ladders" back to our rivers, located at all dams on the blackstone river, in order to restore natural migration and spawning of its indigenous fish life.

Last but not least, The TAI-O Group and its affiliates has also extensive reach and involvement into developing and housing non profit, childcare, and educationally geared operations. Brick and mortar operations such as The Learning Community, www.thelearningcommunity.com, as well as the Award winning Heritage Park YMCA Early Learning Center, which is currently the largest licensed early learning center in the state of Rhode Island, are just a couple of the dozens of projects located around the state of Rhode Island.

On a lighter note, The TAI-O Group, in partnership with the Blackstone Valley Tourism Council, and the Taipei Economic and Cultural Office in Boston, have worked for decades together on the highly esteemed and nationally renowned DRAGON BOAT FESTIVAL which takes place every year in Pawtucket, Rhode Island. This race brings row teams from all over the country and even locally, with participants such as Harvard University's own row teams. This event has become one of the largest single day events in Rhode Island drawing tens of thousands of people. This years winner's were awarded 20 round trip tickets to TAIWAN. A comprehensive look at this very successful event can be found at www.dragonboatri.com. Additionally, the TAI-O Group in conjunction with the Beacon Charter School as well as the Blackstone Tourism Council in its efforts collectively, created and implemented in the city the infamous monument Hachiko, which has driven tourism, especially from Japan, right into the City of Woonsocket.

The Tai-O Group would not be a success without the many partnerships it has formed not only with the City of Central Falls, but also neighboring City of Pawtucket, and even the state of Rhode

Island. It is an understatement, that through these partnerships, many businesses and firms which have assisted in the development of its real estate holdings, have mutually benefited from upward economics, such as job creation, and community enhancement. Tai-O values its long relationships with the countless men and women who have assisted along the way to help make Pawtucket a better place for its residents. The long list of firms include engineering and architectural firms such as Caputo & Wick, AI Designs, Ltd, Sococcio & Associates, Ltd, Skidmore, Ltd, and the list goes on.

The Tai-O Group spends a great deal of time deciding what makes a good fit for each and every one of their projects. Each project is geared and scrutinized for its viability and profitability not only as a stand alone project, but also for its potential for positive financial impact on its surrounding community. So it is with great honor that we have been given a shot at this exciting yet challenging project.

Project Team

The Tai-O Investment Group represents a wide variety of investment groups, but its key principals are Mr. Louis Yip, Mr. Sunny Ng, and Mr. Jevon Chan. The entire group comes with background in real estate development, restaurant and retail, but specializes in the areas of Construction and Property Management, Commercial Real Estate Acquisition and Development, with extensive experience in Federal and State Tax Credit mechanisms. While these individuals catalyzed many initiatives, it is important to note that they always attribute their successes to the collaborative efforts of the community and partnership formed with many many agencies.

Project Construction Experience

The Tai-O Group also owns and operates its construction arm, Unisource International Development, which is a wholly owned subsidiary tasked with the responsibility of managing all of the construction responsibilities of its parent company, The Tai-O Group. A summary resume of Unisource is attached to this document to describe its capacities as a viable construction management firm.

It is with great pleasure that we submit this proposal for your consideration, and we sincerely look forward to working diligently with the Woonsocket. Thank you again.

Respectfully Submitted,


Louis Yip
Chairman and CEO

The Tai-O Group/Unisource
521 Roosevelt Avenue
Central Falls, RI 02863
O: 401-724-7514, ext. 5
M: 401-965-3666



THE TAI-O GROUP REAL ESTATE DEVELOPMENT

City of Woonsocket
Joel D. Mathews
Special Projects Administrator for the Department of Planning & Development
169 Main Street
Woonsocket, RI 02895
jmathews@woonsocketri.org

RE: RFP Bic #5754, Woonsocket Middle School, 375 Park Place, Map D4, Lot 27-113

Mr. Joel Mathews,

Proposal Introductions

This proposal encompasses the project site located on 375 Park Place, Map D4, Lot 27-113 which consists of approximately 2.98 Acres of land. The subject property is a multi-story historic building, previously the Woonsocket Middle School, with approximately 212,000 square feet of interior space, as per the Woonsocket amended RFP.

Various models have been proposed and at this early stage of the process, but we feel strongly that the project will come with a cost range of between 20-25 MM (million) depending on size and scope of final design and implementation. Our goal is to preserve as much of the property as possible. This implies however our request that the City of Woonsocket would sell the property to the developer for \$470,000.00 US dollars. A lot of additional time for collaboration between the developer and City of Woonsocket needs to take place before a design can properly be determined, because we do believe that

with the proper allocation of ideas and implementation of funding, this can be a tremendously successful project, from which the community surrounding it will benefit. Most importantly, much of this effort will be heavily dependent on the completion, collaboration and partnerships established and implemented with the City of Woonsocket, as well as the various organizations including, but not limited to, Commerce Rhode Island, the Rhode Island Department of Environmental Management, the Rhode Island Historic Preservation and Heritage Commission, the Rhode Island Department of Transportation, and the City of Woonsocket and its residents. This project will require all available resources for this development. We hope to work with the city to develop a comprehensive tax treaty, and tax stabilization program. Concurrently, we will engage our preservation experts to mobilize the use of Federal Historic Tax Credits as. It is important to note that TAI-O will not pursue any avenues which will indelibly prolong or delay the development of this site, unless it is demonstrated that such a delay would be crucial to the economics of the development.

Last but not least, we will work closely with the city's planning and economic departments to make sure that our developments on Park Place ALIGN with the city's capacities within its infrastructure and its proximity to the heavily traveled Hamlet avenue. TAI-O intends to work with the city to research and understand how this development will positively impact the city in areas such as its fiscal budgets, life safety operations, school systems, etc.

The Adaptive Reuses for the Woonsocket Middle School

The most viable model which we feel would have the highest level of impact and highest level of viability from an economic standpoint, would involve the following:

- 1) Adaptive reuse of the existing structure to include luxury apartment housing. In depth research and marketing to garner buy in from the generation of millenials who are desperately

looking for relevant and efficient housing. It is vitally important to create demand for the millennials because they are by far the biggest catalysts to the revitalization of any community. While buy in from the millennial is critical, our development models always retain relevancy to all age groups and walks of life.

2) Adaptive reuse of the existing structure to include public theatre, banquet, restaurant facilities on the main level, including use of the existing and potentially bigger patio for outdoor dining and special events. We recognize the need for banquet and meeting hall space for corporations such as CVS and the like and find that this property has a lot of potential to provide the much needed state of the art convention center space for local businesses. In addition, this site has potential to be developed into a landmark to host weddings events, but with the caliber required to host high caliber events to draw in business from neighboring cities.

3) Develop Access on and off property over the Historic Blackstone River to allow increased pedestrian traffic via pedestrian and biker pathways, and walkways for increased access to Downtown Woonsocket. If possible during a more long term strategy, would be to gain control of surrounding properties for redevelopment and revitalization, to create access to a river walk, which TAI-O has developed on previous sites, such as that of M Residential in Central Falls.

4) Imperative with introduction of market rate luxury apartment living will also be amenities for its tenants such as onsite state of the art gym facilities, onsite movie theatres and conference rooms, onsite and laundry facilities, and even game room facilities. We propose to develop access to the Blackstone River for kayaking and boating, as we have already done on our 170 Unit M Residential Complex, just downstream from Woonsocket.

5)R&D into the potential development of luxury senior housing and care facilities for a segment of the development so that Woonsocket meets the demand for competitive senior housing

desirable by many of our growing retired citizens.

6) Adaptive Reuse and restoration of the site's historic structure in order to achieve certification by State and Federal Historic guidelines in order to take full advantage of any and all tax credit mechanisms to help offset the costs of improvements as well as the implementation of credits to introduce new economies in Woonsocket, such as jobs creation.

7) Design and Implementation of any additional architecturally consistent structures, if deemed feasible, to enhance and increase footage needed to potentially encourage and house retail/food service, work-live space, and other business establishments. This will be dependent on zoning requirements, but also feasibility within the overall design and budget.

8) R&D into the potential development of an international education institution.

Based on our initial analysis, the Developer's capacity to privately finance the aforementioned project will potentially include, but not be limited to the following specific mechanisms:

- a) Developer's Own Equity Contribution (TAI-O has provided a partial evidence of its liquidity attached hereto)
- b) Investor Equity Contributions may be executed and will equal up to 30-50% of total project construction cost funding requirement (Investor pool includes both local and international investors)
- c) Institutional Investment backing may include East West Bank, Cathay Bank, or JP Morgan Chase Bank for financing of up to 70% of project carrying costs, based on maximum allowable LTV's dictated by our lending institutions.
- d) Leverage of our Federal and State Historic Tax Credit Financing mechanisms as well as the recently implemented State of Rhode Island "Rebuild Rhode Island" tax credit facilities.
- e) Leverage and efficiently allocate any and all grant funding we can attain for this project.

- f) Leverage and efficiently allocate the Community Development Block Grant (CDBG) monies (for direct building improvement or workforce training), and/or financing/funding from the City of Woonsocket and its Redevelopment Agency
- g) Formally request from the City of Woonsocket to develop and implement its automatic tax stabilization plan for this property.
- h) Potentially Leverage the Rhode Island Department of Transportation Alternative Program Funding
- i) Leverage DEM's Brownfields Grant funding for any remedial work necessary on site.
- j) Research, proposition, and Leverage assistance with New Market Tax Credits available for this project.

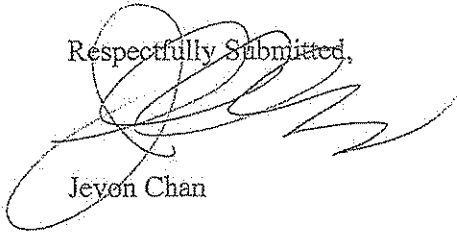
The proposed timeline for this project would in fact be within the stated guidelines of the RFP of 3 years, provided that all partnering organizations are able to contribute accordingly, and cooperate with developer's timeline in an efficient manner. We expect that the preliminary design and development of construction documents will take up to 9 months, and that construction will take about 28 months to complete. Time is of the essence and barring any unforeseen obstacles, we should be able to complete the project within the stated guidelines by January 2020. A project like this can be potentially phased so various parts of the property may be introduced with a phased in occupancy schedule. Common areas, all life safety and parking will all have to be in place for this to happen, but it is not uncommon for TAI-O to implement a project of this magnitude in this way.

The TAI-O Group is always looking for ways to partner with local businesses and will keep construction and personnel hires local, doing its best to bolster the local RI and Woonsocket economies. Not only will this job bring residents to this city, but it will be an economic boost by creating hundreds

of jobs which will increase revenues for local businesses both during and after its completion. The TAI-O group intends to make every effort to establish a long term relationship with the City of Woonsocket. Not only do we want our development strategies to stay relevant to the needs of this city, but we also want to be engaged partners in catalyzing the forward thinking that a city of such stature needs, in order to secure its reputation as being a place where people want to live and work.

Please find attached hereto are proposed construction budgets to frame the potential construction financing structure in both soft and hard cost categories. These take into consideration all of the financing mechanisms afforded to the developer by the City of Woonsocket outlined in its RFP for the Woonsocket Middle School.

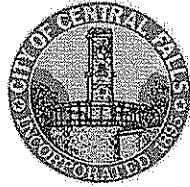
Respectfully Submitted,



Jeyon Chan

THE TAI-O GROUP
521 Roosevelt Avenue
Central Falls, RI 02863
O:401-724-7514, ext.5
M:401-935-3704

JOSHUA GIRALDO
CHIEF OF STAFF



JAMES A. DIOSSA
MAYOR

CITY OF CENTRAL FALLS
MAYOR'S OFFICE

580 BROAD STREET
CENTRAL FALLS, RI 02863

OFFICE: (401) 727-7474

October 24, 2016

Mayor Lisa Baldelli-Hunt,

It is my understanding that The TAI-O Group has submitted a proposal for redevelopment of the Woonsocket Middle School project. As the Mayor of Central Falls, I would like to state that The TAI-O Group is a very capable and well positioned candidate for the redevelopment of this middle school project.

TAI-O has worked diligently, creatively, and in a collaborative manner in Central Falls. They have proven themselves not only capable of large scale projects, but are a pleasure to work with.

TAI-O was recently in the spotlight of the Rhody Awards for Historic Preservation, held at the Rosecliff Mansion in Newport, RI, where they received highest honors for the successful restoration and completion of the Elizabeth Webbing Mills, better known as M Residential, a 167 unit luxury market rate apartment complex located on the historic Blackstone River. It now houses nearly 500 residents from all walks of life.

We are very proud of The TAI-O Group and continue to support them in their endeavors not only in our great city, but also in yours. The TAI-O Group will not let you down.

Sincerely,

James A. Diossa
Mayor



BLACKSTONE VALLEY

TOURISM COUNCIL

October 24, 2016

Joel D. Mathews, Director
Department of Planning and Development
City of Woonsocket
169 Main Street
Woonsocket, RI 02895

RE: Support for Tai-O Group Redevelopment Proposal

Dear Mr. Matthews:

On behalf of the Blackstone Valley Tourism Council (BVTC), we are very pleased to lend our support to the Tai-O Group for the proposed redevelopment project for the Woonsocket Middle School.

Over the years, BVTC has worked very closely with the Tai-O Group owners first hand on several of their urban revitalization projects in the Blackstone Valley. We can tell you the Tai-O Group is a very capable and well-positioned developer for this redevelopment project.

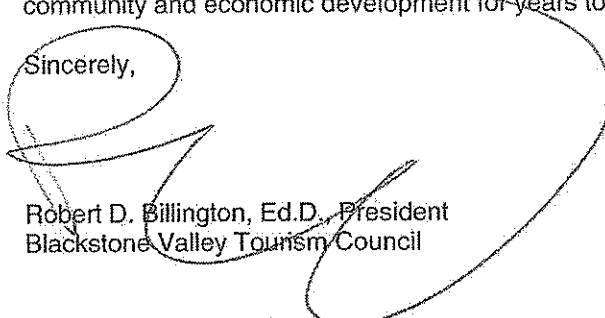
Tai-O Group has worked diligently, creatively, and in a collaborative manner on several noted projects in our region over the decades. Most notably is their redevelopment of the former Carol Cable site in Pawtucket, which has been turned into a magnificent centerpiece project hosting commercial and performing arts space, and the focal point of Rhode Island's cherry trees, redefining the city mill district along the Blackstone River.

Tai-O Group have proven themselves not only capable of large scale projects, as they were recently in the spotlight with the 2016 Rhody Awards for Historic Preservation, where they received highest honors for the successful restoration and completion of the Elizabeth Webbing Mills, better know as M Residential, in Central Falls. This project hosts a 167-unit luxury market rate apartment complex located on the historic Blackstone River. It now houses nearly 500 residents from all walks of life.

With our Blackstone River Valley now a National Historical Park, the BVTC can say that the Tai-O Group has paid very careful attention to preserve the manufacturing and cultural character of our region, while providing for the long term development needs of our communities.

BVTC is very proud to support the proposal of Tai-O Group and respectfully requests your favorable consideration regarding this redevelopment project that we feel will benefit Woonsocket's long-term community and economic development for years to come.

Sincerely,



Robert D. Billington, Ed.D., President
Blackstone Valley Tourism Council

175 Main Street, Pawtucket, RI 02860 | 401-724-2200 | info@tourblackstone.com

Sustaining Community Values Since 1965



EAST WEST BANK

October 12, 2016

To Whom It May Concern

This is to advise that Mr. Louis Yip and his group of companies have been a good customer with East West Bank since 2000.

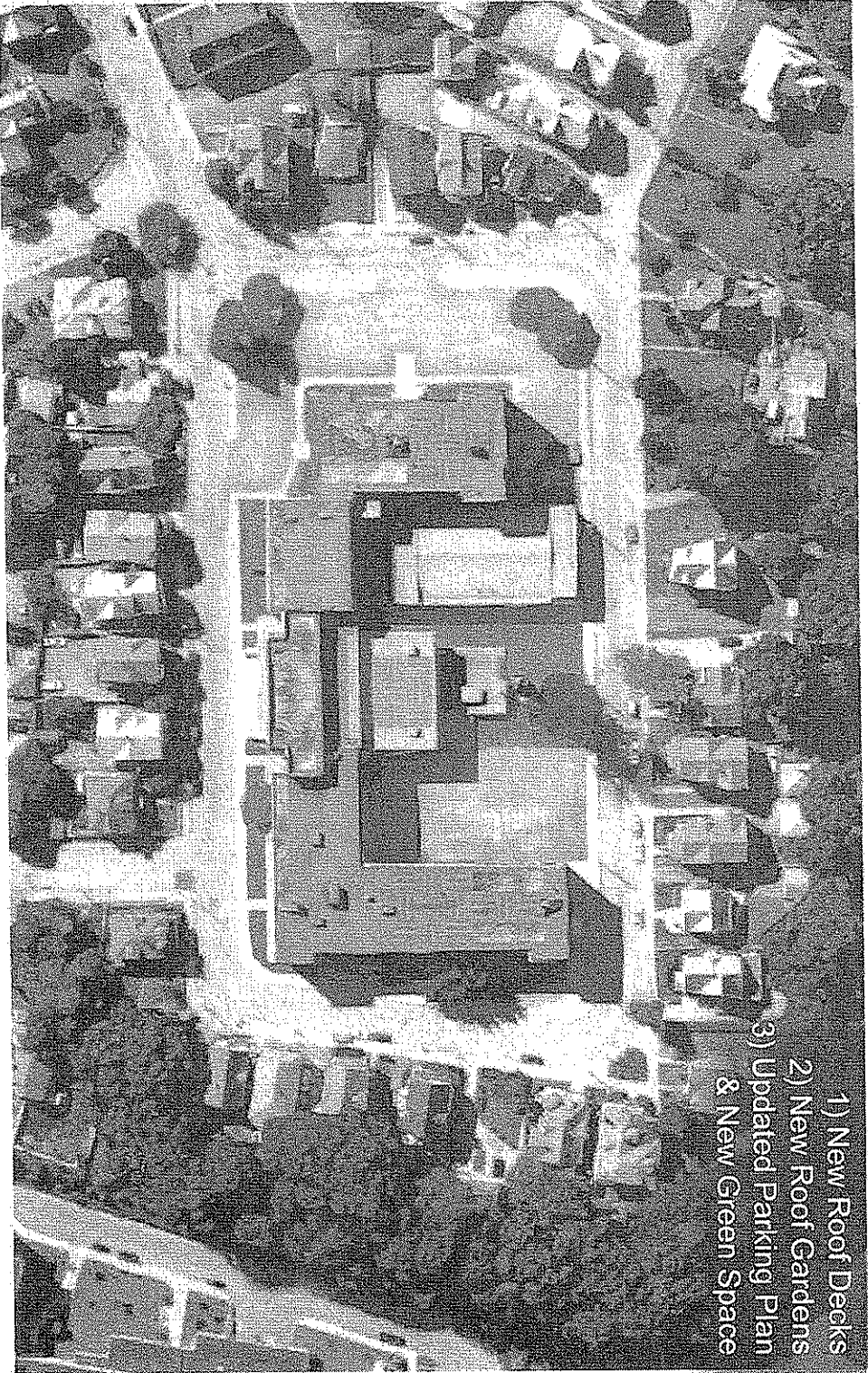
Mr. Yip is in control of 5 company bank accounts in East West Bank with more than \$4 million of cash liquidity as of today.

Moreover, we are interested to learn more the project opportunity in Woonsocket RI and shall consider to provide financing.

Please feel free to contact us if there is any questions.

Sincerely,

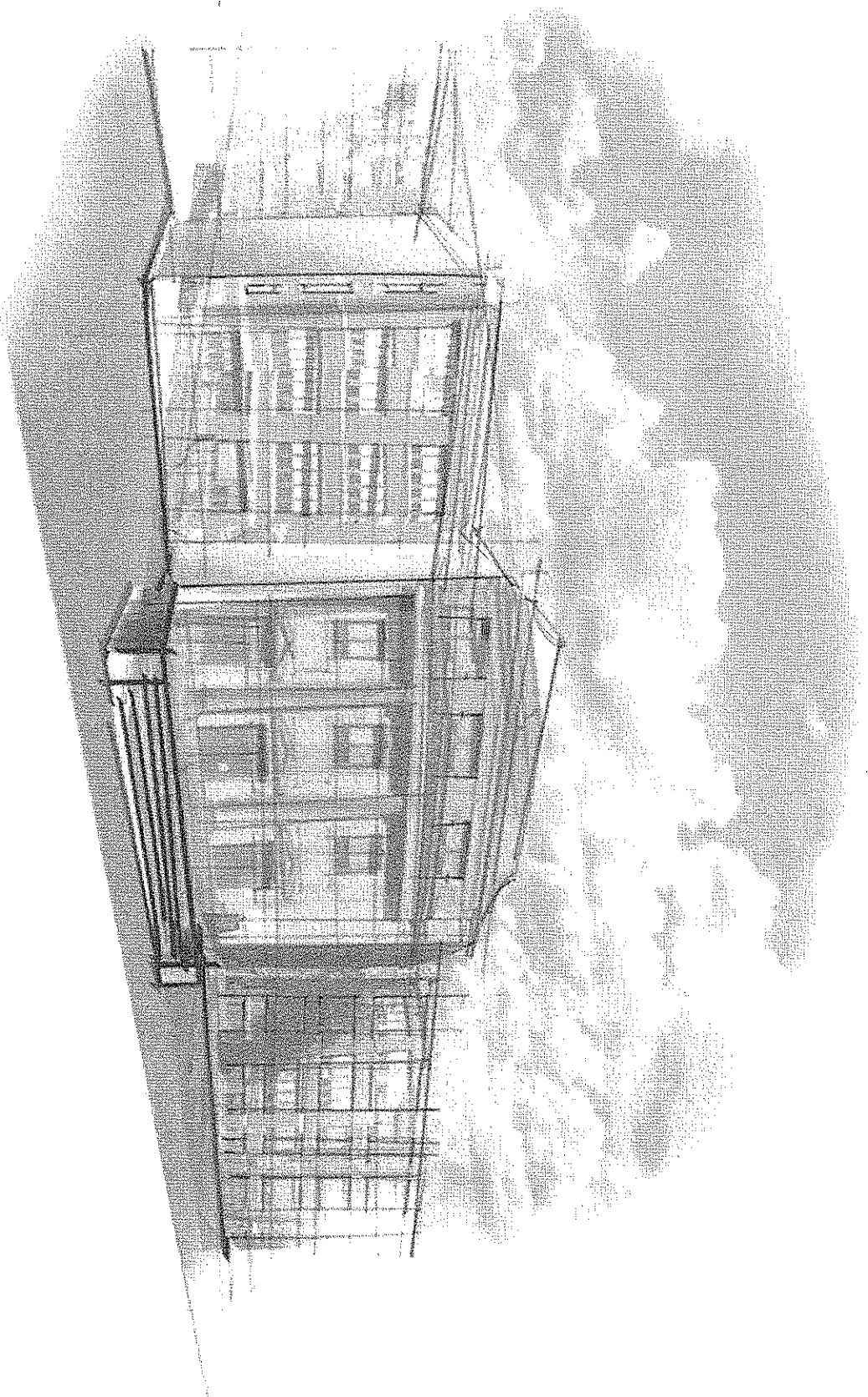
Ricky Lam
First Vice President
Commercial Real Estate
East West Bank
Email: ricky.lam@eastwestbank.com
Direct: 617-340 8313



- 1) New Roof Decks
- 2) New Roof Gardens
- 3) Updated Parking Plan & New Green Space

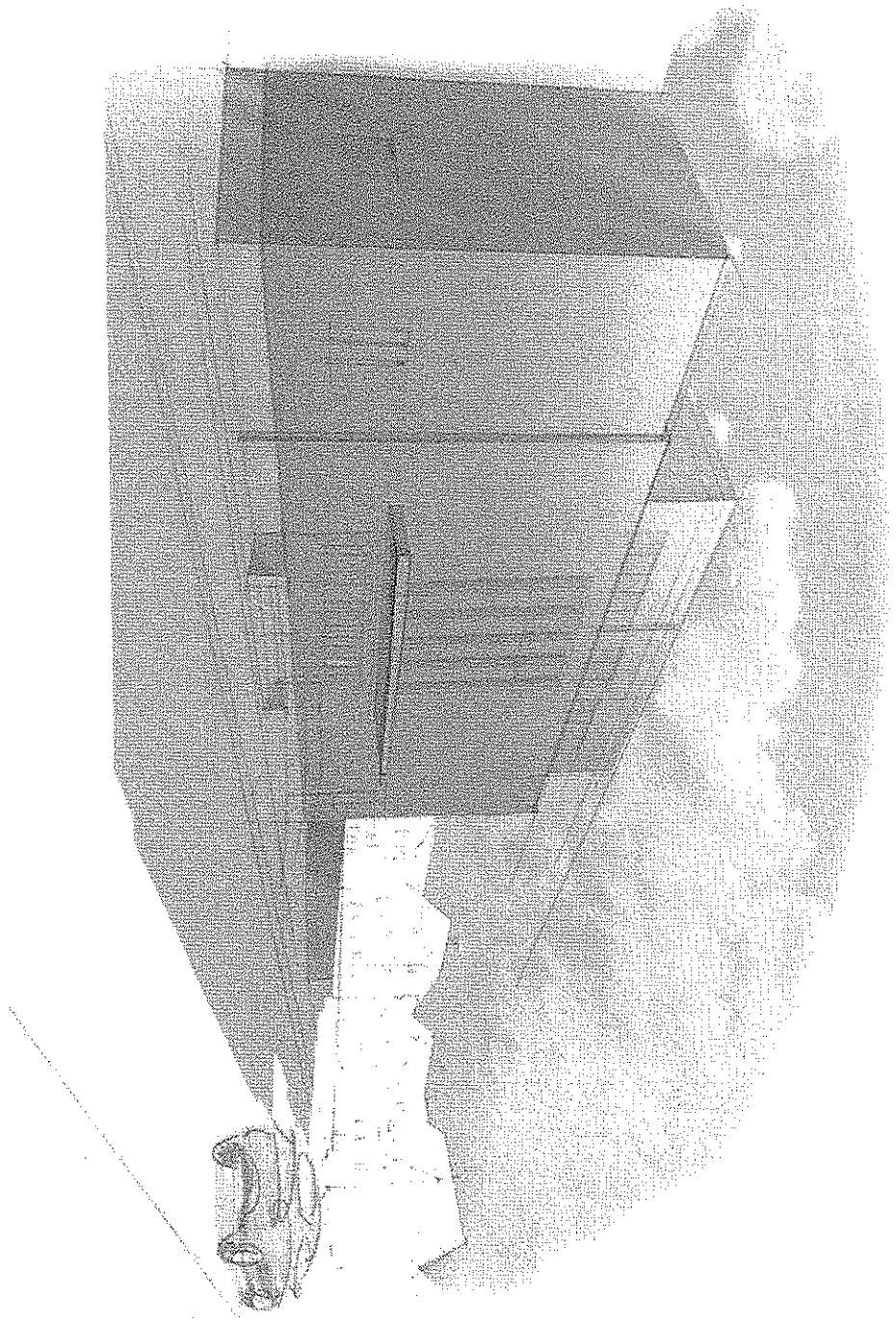
Former Woonsocket
Middle School
357 Park Place
Woonsocket, Rhode Island 02895

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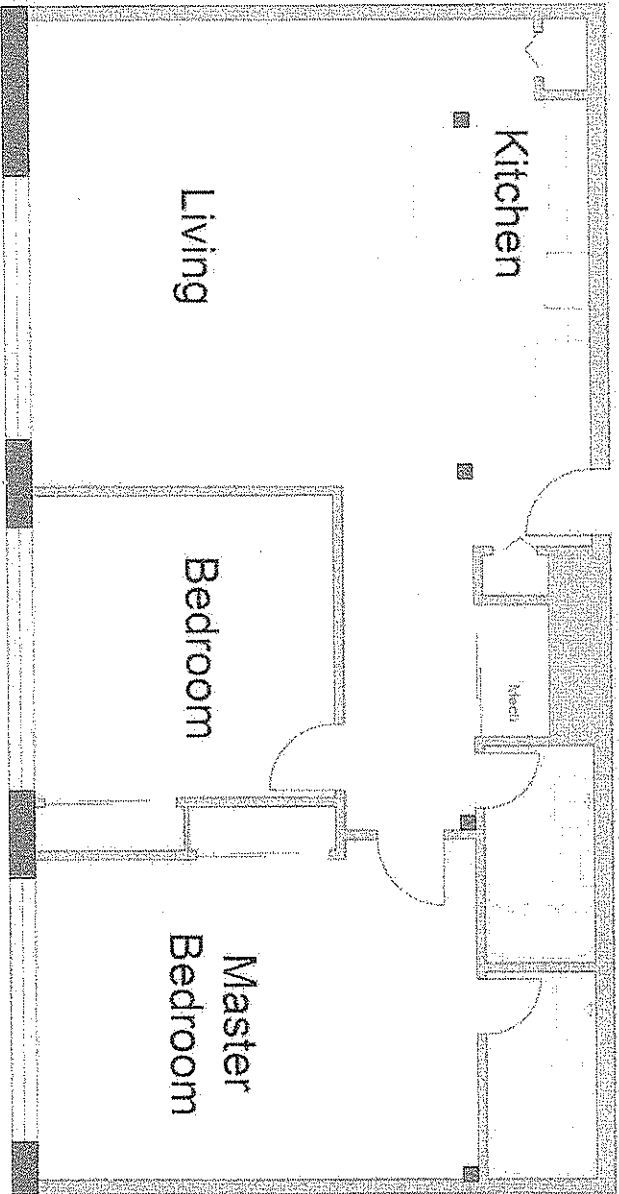
Former Woonsocket
Middle School
357 Park Place
Woonsocket, Rhode Island 02895

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Former Woonsocket
Middle School
357 Park Place
Woonsocket, Rhode Island 02895

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— ARCHITECTURE — INTERIORS —

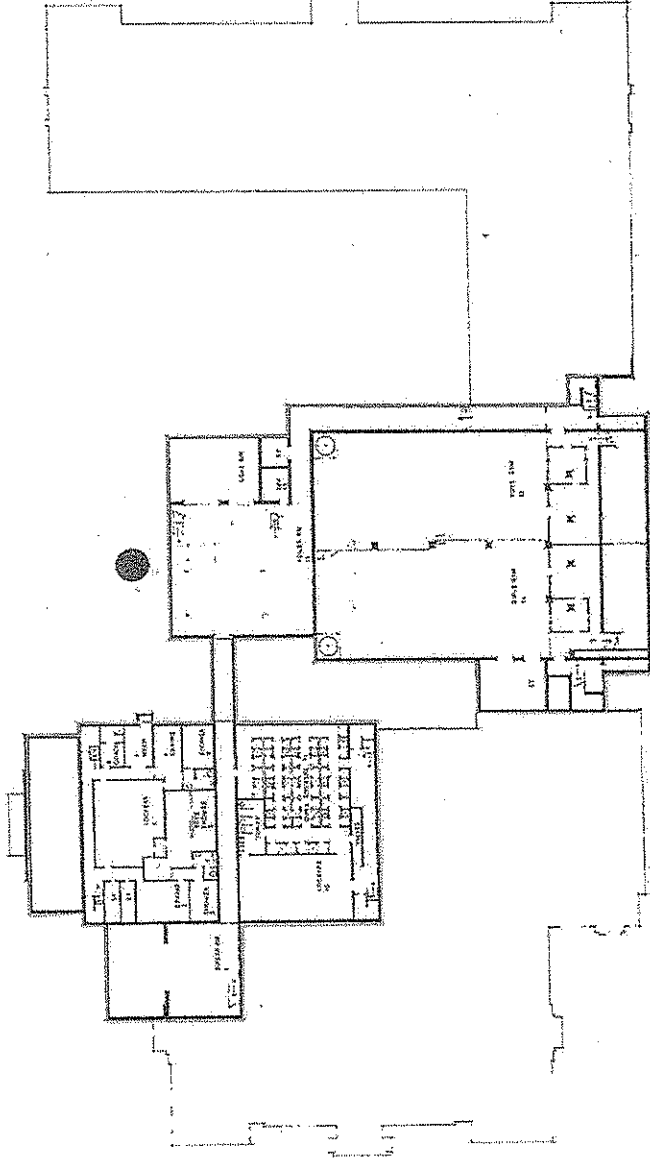


Typical Loft Unit

Area: 1340

Former Woonsocket
Middle School
357 Park Place
Woonsocket, Rhode Island 02895

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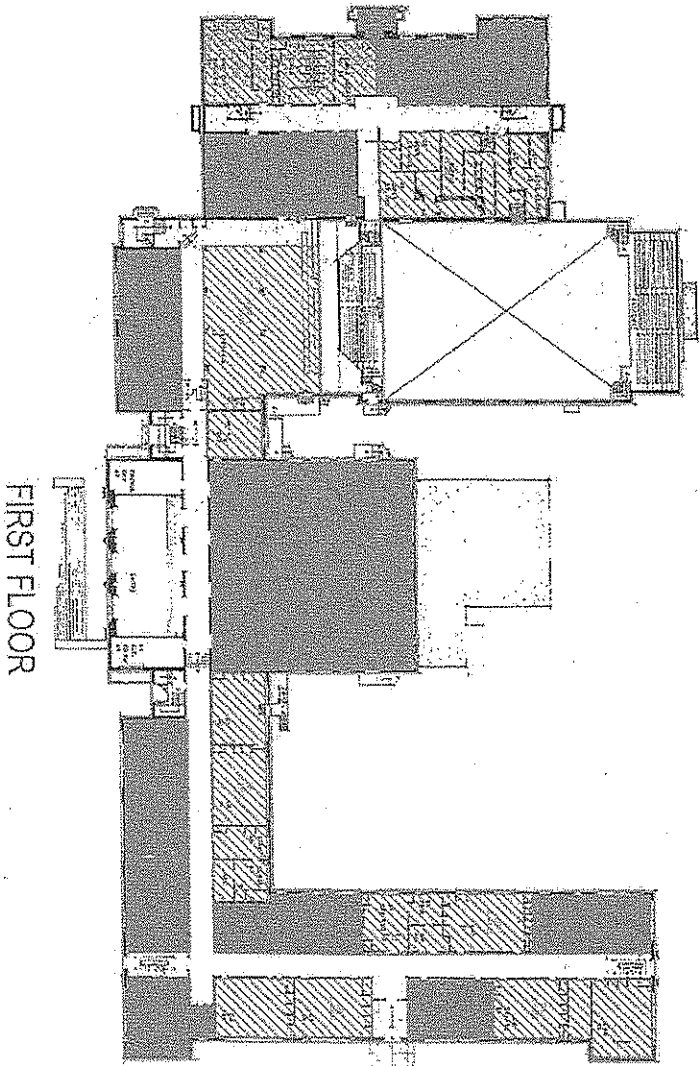


BASEMENT

Area Excluded from Analysis

Former Woonsocket
 Middle School
 357 Park Place
 Woonsocket, Rhode Island 02895

Former Woonsocket
 Middle School
 357 Park Place
 Woonsocket, Rhode Island 02895

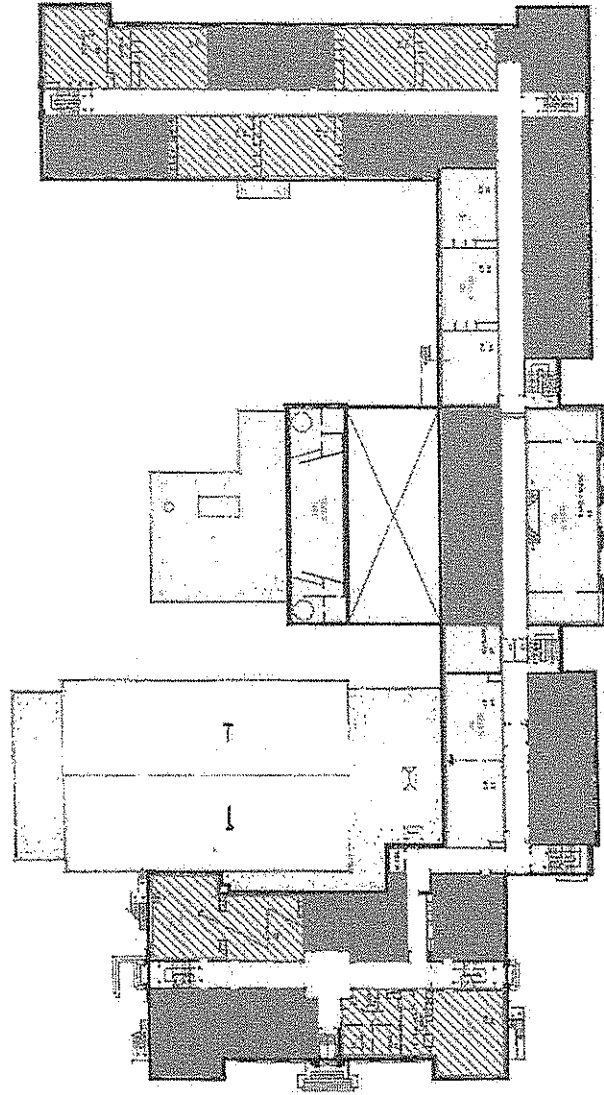


Room Number	Room Name	Area (sq ft)
101	34	1750
102	36	1650
103	38	1880
104	42	1730
105	Cafe 1a	1450
106	Cafe 1b	1450
107	Gym/Theater (TBD)	6200
108	Balconies (TBD)	2870
109	Cafe 2a	1965
110	Cafe 2b	1965
111	Cafe 2c (Stage?)	1965
112	50	1765
113	55	2050
114	57	790
115	58	965
116	60	1440
117	62	1160
118	66	1480
119	67	700
120	68	1300
57 Units (Total)		
Total		141475
Noted Gross Area		212,000sf
*To be verified		

designnuise

212,000sf

Noted Gross Area
*To be verified.



Room Number	Second	Area (sf)
201	71	1580
202	79	1800
203	80	1440
204	91	885
205	82	765
206	84	1700
207	86	1375
208	Balcony	1650
209	Area Above Stage	1760
210	88	1950
211	90	1790
212	93	1980
213	95	965
214	96	1440
215	98	1160
216	100	1460
217	101	1000
218	102	1375
219	105	775

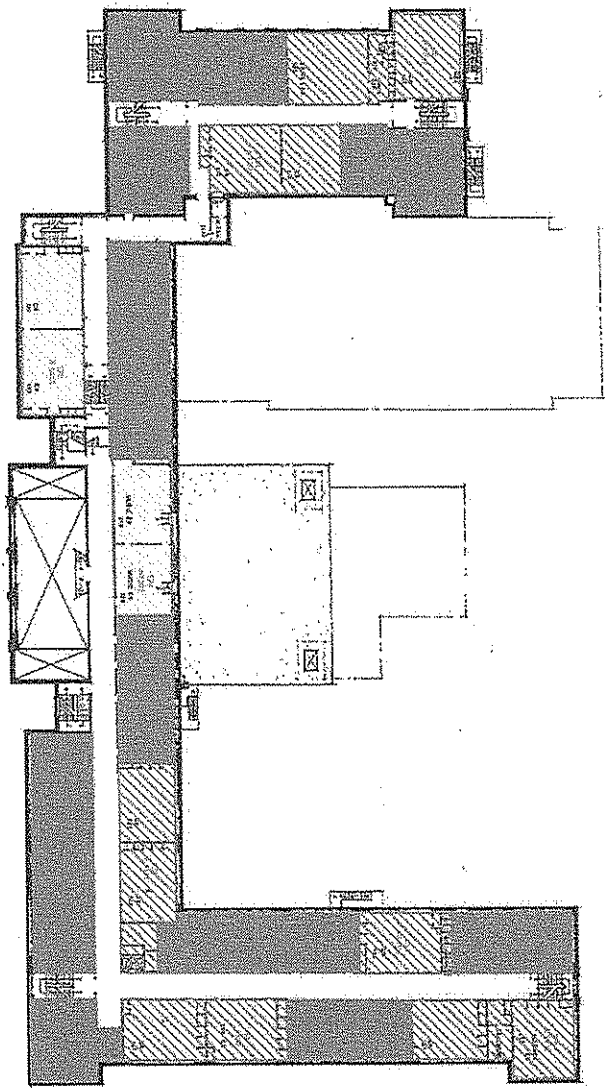
57 Units (Total)

SECOND FLOOR

Former Woonsocket
 Middle School
 357 Park Place
 Woonsocket, Rhode Island 02895

designwise
ARCHITECTURAL FLOOR PLANS

Former Woonsocket
 Middle School
 357 Park Place
 Woonsocket, Rhode Island 02895



THIRD FLOOR

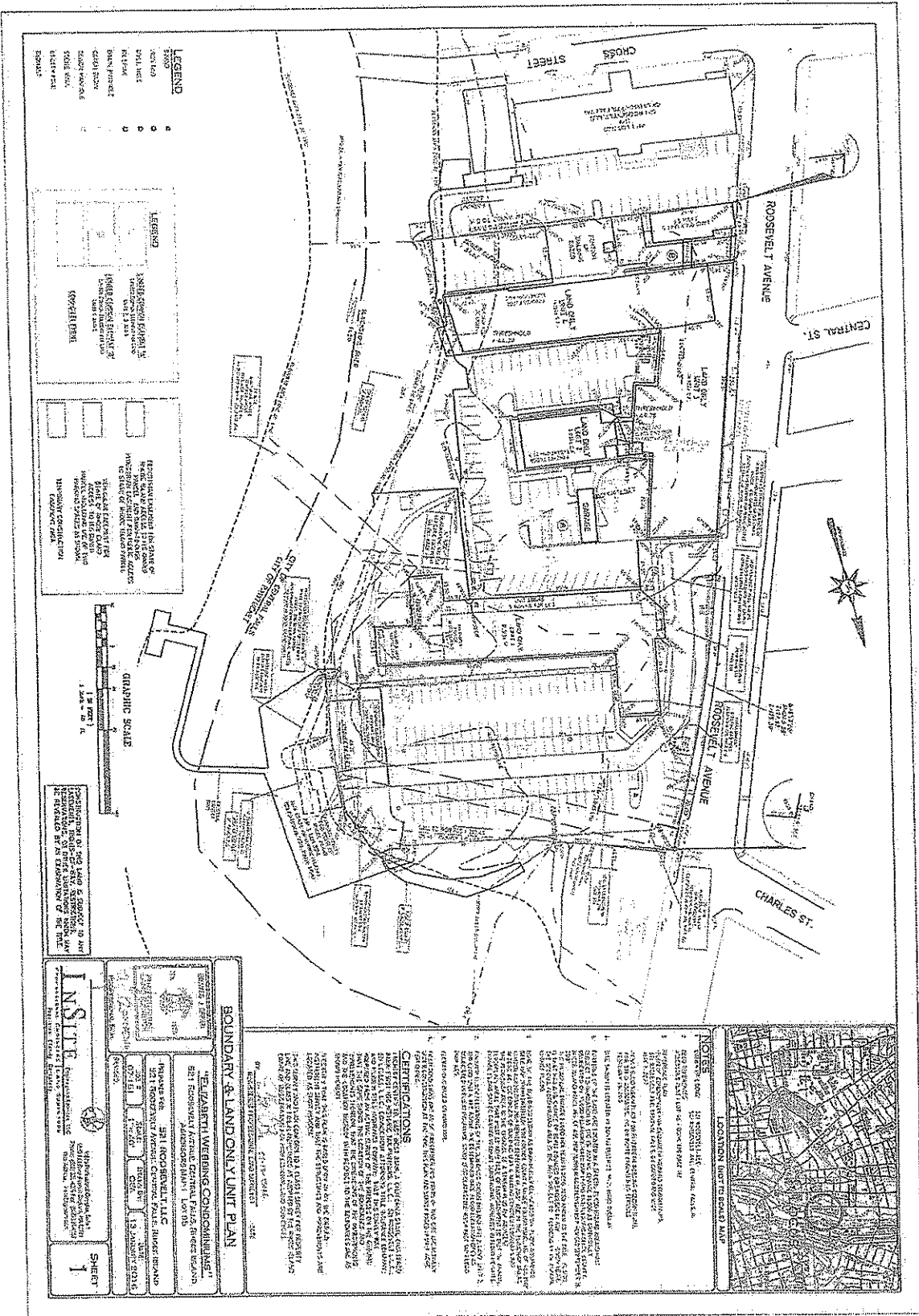
Unit Number	Area (sq ft)	Total Area (sq ft)
301	108	1750
302	110	1785
303	112	1250
304	116	1250
305	118	875
306	120	1765
307	122	1415
308	124	1200
309	126	1100
310	128	1425
311	130	1925
312	132	980
313	133	760
314	134	1565
315	136	1450
316	138	1000
317	140	1350
318	143	885

57 Units (Total)

Noted Gross Area
 *To be verified

212,000sf





LEGEND

- 1 WALL
- 2 DOOR
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- 4 FURNITURE
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INSITTE
 ARCHITECTS
 1100 WASHINGTON BLVD.
 WASHINGTON, D.C. 20004
 TEL: 202-462-1100

BOUNDARY & LAND ONLY UNIT PLAN

PERMITS/REVISIONS

NO.	DATE	DESCRIPTION
1	1978-10-10	ISSUED FOR PERMIT

REVISIONS

NO.	DATE	DESCRIPTION
1	1978-10-10	ISSUED FOR PERMIT

DATE: 1978-10-10

BY: [Signature]

SCALE: AS SHOWN

SHEET 1

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISH FLOOR IS TO BE 1/2" THICK POLISHED CONCRETE ON 4" THICK GRANULAR FILL OVER 4" THICK COMPACTED SUBGRADE.
3. FINISH CEILING IS TO BE 8' 0" TO FINISH FLOOR.
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CERTIFICATIONS:

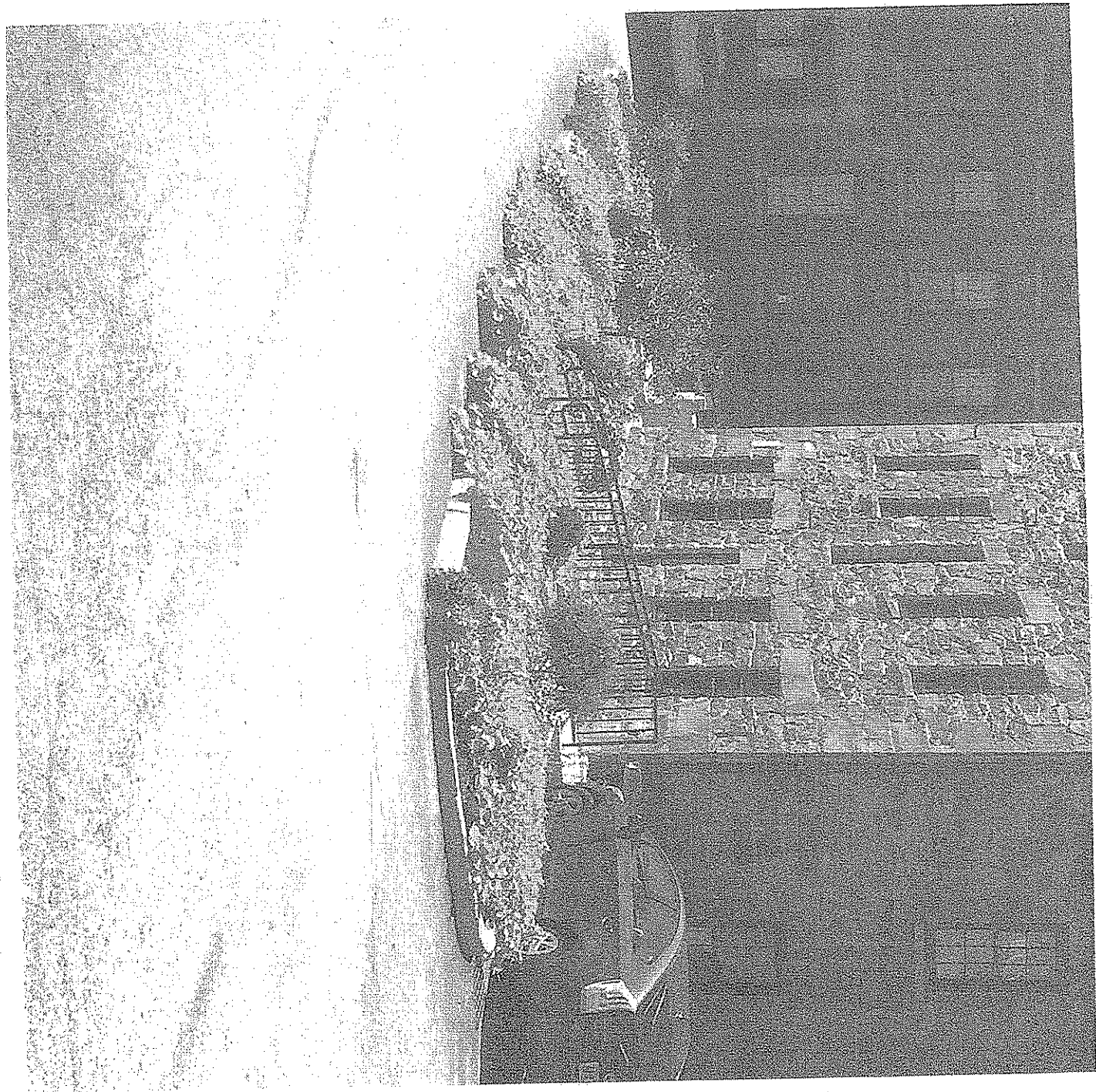
I, the undersigned, being a duly licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original drawings as submitted to me by the architect, and that the same conform to the requirements of the applicable laws and regulations of the District of Columbia.

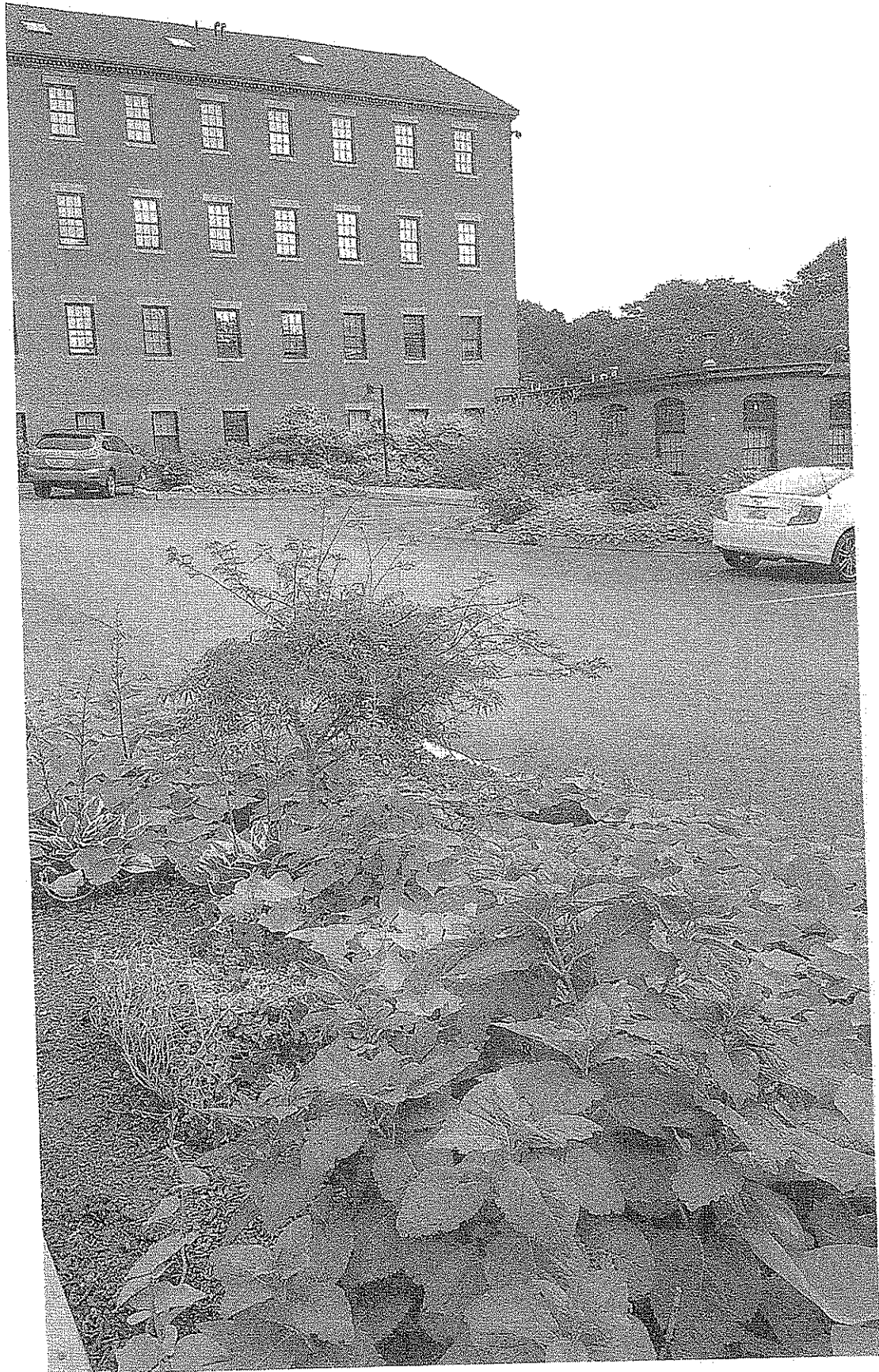
DATE: 1978-10-10

BY: [Signature]

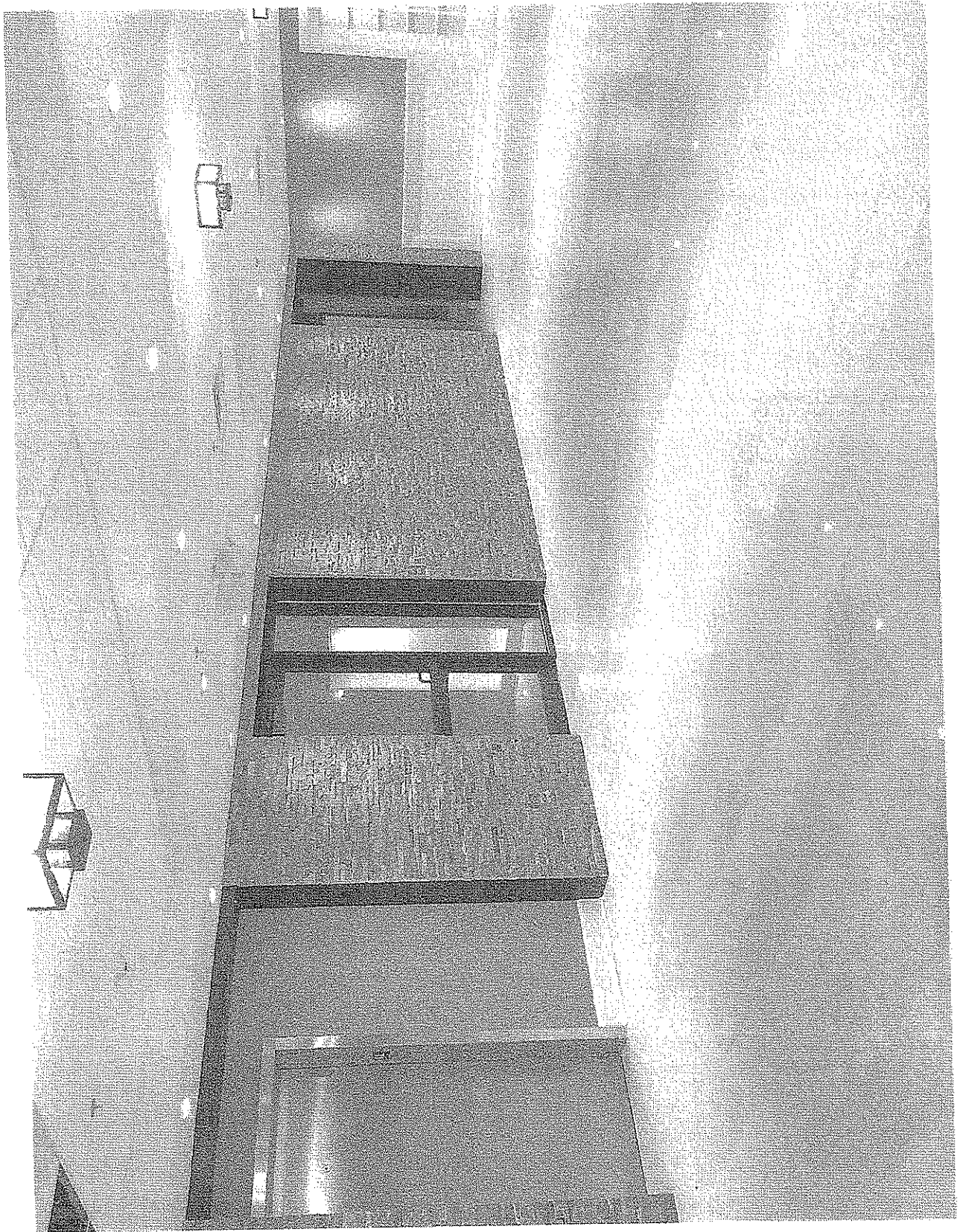


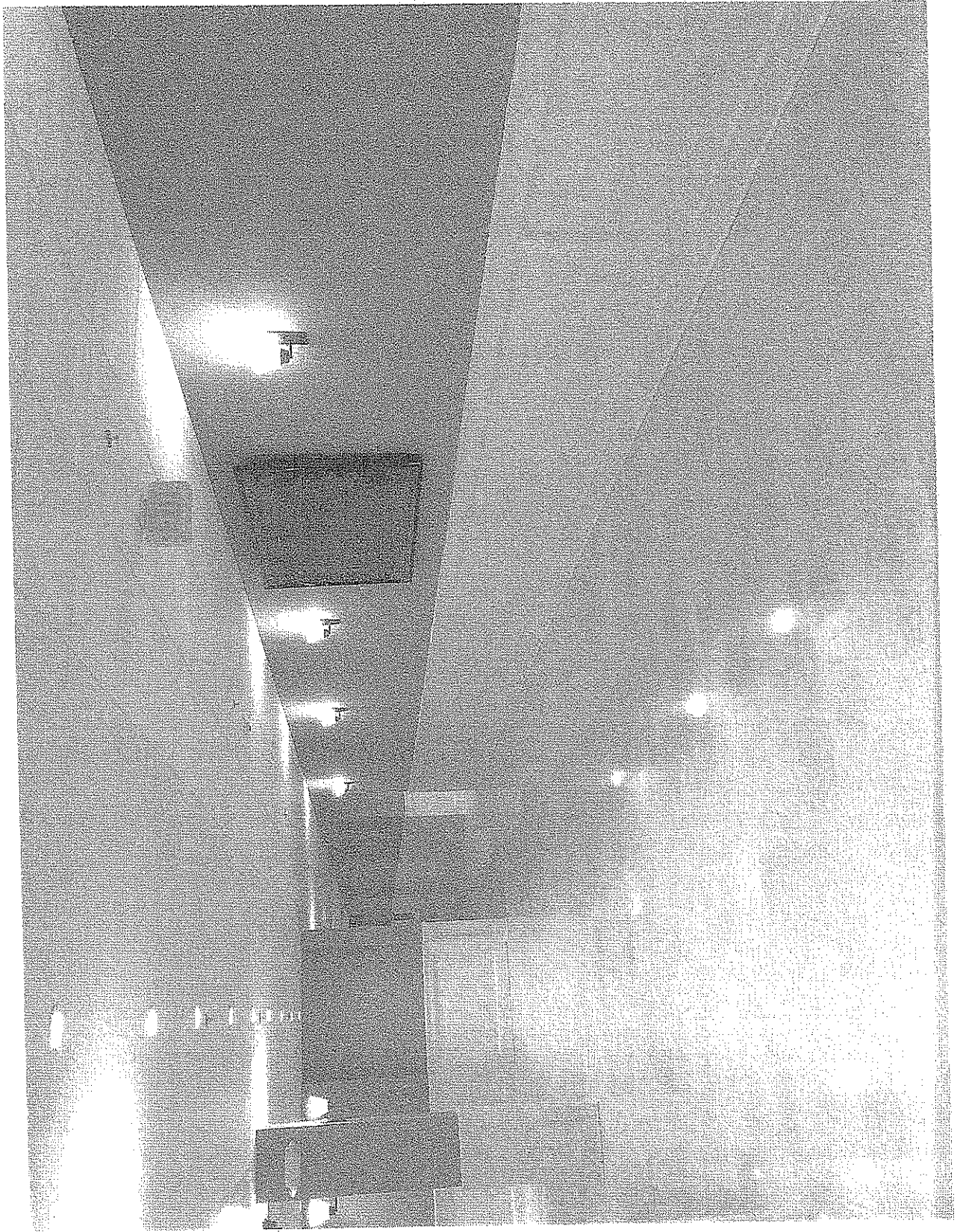


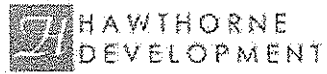




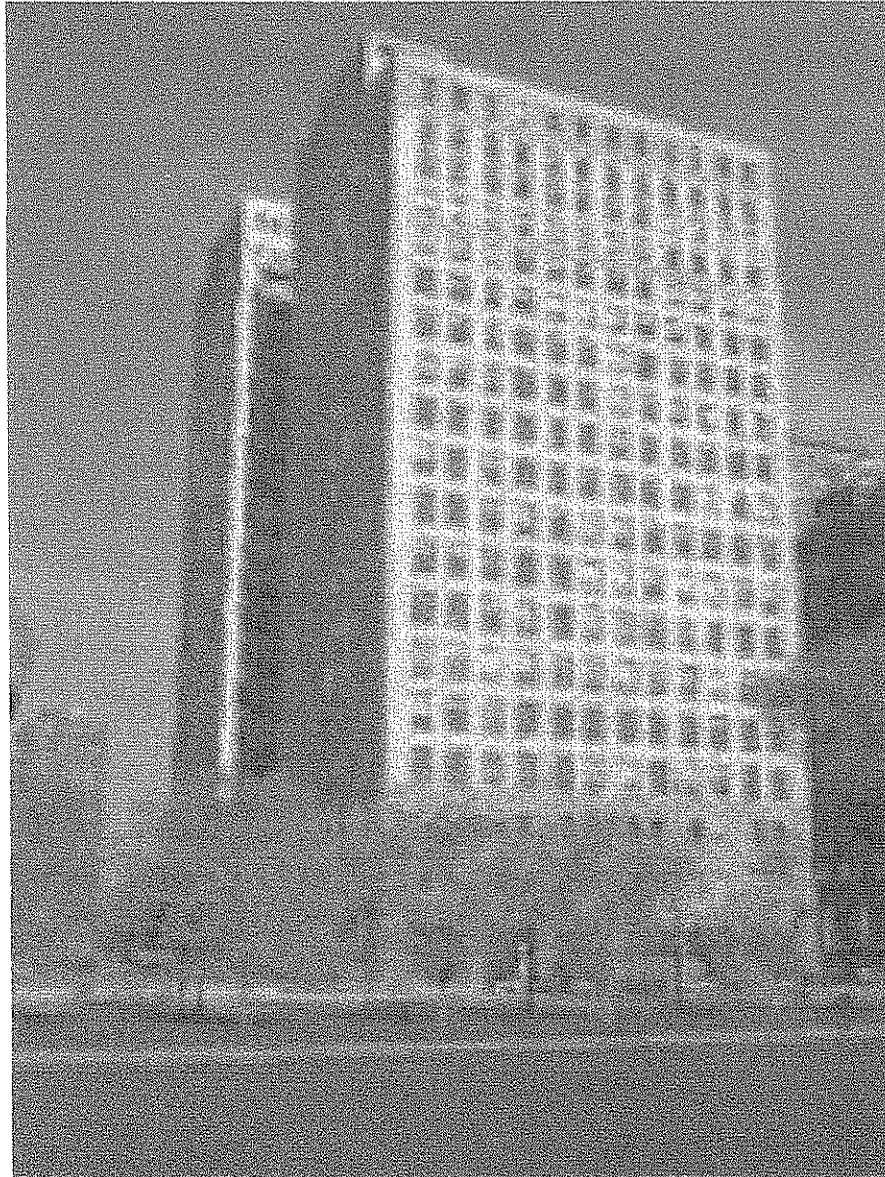






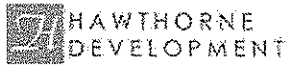


Hawthorne Development Corporation
Woonsocket Middle School RFP Response



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Oct 19, 2016

Dear Purchasing Agent:

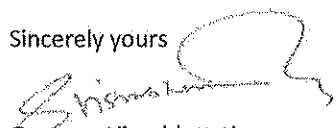
Please find enclosed our response to the revised RFP issued by the city with respect to the old Woonsocket middle school building. I wish to point out the following regarding our firm, and our proposal:

- a. Hawthorne has already shown its serious commitment to the project and the city of Woonsocket by making a public presentation on the project, spending on architectural (conceptual) design, legal fees, and historic consultants
- b. Hawthorne's significant experience in rehabilitating, and restoring historic buildings will stand in good stead with respect to the Woonsocket project. Its past historic projects under the brand name of 'Vilas' have been rewarded with multiple awards for innovation, construction quality, and other aspects. The firm completed the largest landmark renovation in the history of Chicago, a 600,000 sq. ft. building, earning for itself the title of 'City Developer of the Year'.
- c. Having completed projects larger than Woonsocket, Hawthorne is in a firm position to assemble the capital stack needed to complete the project. Such a stack will include among others, historic tax credits, private equity, new market tax credits, and EB 5 equity, if needed. Hawthorne already owns a Regional Center, Green Card Gateway Regional Center, fully approved by US Immigration for raising EB 5 funds.
- d. In keeping with its tradition of sustainable development, Hawthorne intends employing a host of sustainable features in this development, including solar PV, solar thermal, geothermal, and others, in an effort to make this building the first Net Zero commercial building of this size in the state of Rhode Island.

Kindly contact us in case of questions on this proposal. Look forward to working with the city to make this project the shining star of the city.

Thanking you

Sincerely yours


Ganesan Visvabharathy
President

100 Tower Drive, Suite 131, Burr Ridge, IL 60527
Tel: 312-235-6647; Fax: 630-390-2203
www.hawthorneworld.com

002175

Hawthorne Development Co 10-13
100 TOWER DR STE 131
Burr Ridge, IL 60527

BMO Harris Bank, N.A.
101 Burr Ridge Parkway
Burr Ridge, IL 60527
2-2666/710

10/19/2016

PAY TO THE City of Woonsocket
ORDER OF

*****\$5,000.00

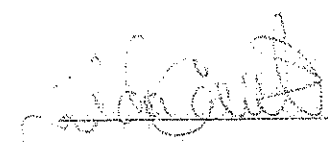
EXACTLY FIVE THOUSAND DOLLARS

DOLLARS

City of Woonsocket
169 Main Street
Woonsocket RI 02905

FOR

Option Money for RFP



⑈002175⑈ ⑈071025661⑈ 484465609⑈

Hawthorne Development Co 10-13

002175

Check#	Date	Amount	Vendor	Retain	Discount	This Check
2175	10/19/2016	5,000.00	560 City of Woonsocket			
100816	3142 Woonsocket RI	5,000.00				5,000.00

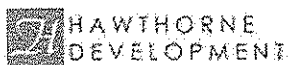
Hawthorne Development Co 10-13

002175

Check#	Date	Amount	Vendor	Retain	Discount	This Check
2175	10/19/2016	5,000.00	560 City of Woonsocket			
100816	3142 Woonsocket RI	5,000.00				5,000.00

Option Money for RFP





PROJECT DATA SHEET

Purchaser of the property: Hawthorne Development Corporation, or a 'to be formed entity' controlled by Hawthorne Development Corporation

Project owner (the entity that would undertake the rehabilitation/development of the project):

A 'to be formed limited partnership', consisting of Hawthorne Development Corporation, and one or two investor partners (major national equity player). Construction resume of Hawthorne Development Corporation is attached.

Suggested re-use of the property:

Hawthorne intends keeping the entire building for renovation, and does not plan on tearing down any part of it. It is proposed to redevelop the property in accordance with historic preservation code, into:

- a. A CCRC (continuing care retirement center), comprising of ILU (independent living units), ALU (assisted living units), and MCU (memory care units). It is possible to include NCU (nursing care units) after checking with the state licensing laws for this purpose.
- b. A senior center to be used by all of town's residents
- c. A market rate live-work units
- d. Solar/geothermal technical training school
- e. Hydroponic farm for fresh local produce

Timetable for pre-development work, and development work: Please see the schedule attached. We expect that it will take about 270 days for the city to get the National Historic Register certification for the property. We expect the city to sign our purchase and sale agreement within 30 days after obtaining such certification. Our phase I, phase II environmental studies, part I, and part II application to the NPS (National Park Service), preparation of complete architectural drawings, city approval of our plans, and investor approval of the project will take about 360 days after contract signing. Construction will take approximately one year after we get city approval of the plans.

Good faith deposit of \$5,000.00: attached

Purchase and sale agreement: enclosed.

List of attachments:

1. Cover Letter
2. Project Data Sheet
3. Good Faith Deposit
4. Purchase and Sale Agreement
5. Development Details
6. Conceptual Plans
7. Project Schedule
8. Construction and Development Experience
9. Awards and Honors
10. Prior Projects Track Record
11. Press Articles

PROPERTY PURCHASE AGREEMENT

This PROPERTY PURCHASE AGREEMENT ("Agreement"), dated for reference purposes only as of _____, is made by and between The City of Woonsocket, a municipal corporation ("Seller"), and Hawthorne Development Corporation, an Illinois Corporation ("Purchaser"), and is effective as of the Effective Date (see Section 17 below).

Seller and Purchaser hereby agree as follows:

1. PROPERTY TO BE CONVEYED. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, upon the terms and conditions hereinafter set forth, that certain parcel of land located at 357 Park Place, Woonsocket, RI, an approximately 3 acre parcel, legally described on Exhibit A attached hereto, and all rights, privileges, easements, tenements, hereditaments, improvements (a building of approximately 213,000 sq. ft., paved parking, landscaping, and shrubbery, among others), structures and fixtures, licenses, appurtenances and other rights and benefits appurtenant to said real property, including, without limitation: (i) any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part, of the real property; (ii) all strips, gores, easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the real property or in front of or adjoining all or any part of the Property; (iii) all shrubs, trees and plants thereon; (iv) all consents, authorizations, variances, waivers, licenses, permits and approvals from any federal, state, county, municipal or other governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the real property; (v) all rights to any minerals, oil and gas located under the surface of the real property; (vi) all land division rights; (vii) any air rights, water, water rights, riparian rights and water stock relating to the real property; and (viii) any rights, title and interests in and to all roads and alleys adjoining or servicing the real property and all right, title and interest, if any, of Seller in and to any award made or to be made in lieu thereof and in and to any award for damage to the real property by reason of any change of grade in any street, road, avenue, way or boulevard (collectively, the "Property").

2. PURCHASE PRICE.

a. Purchase Price. The purchase price for the Property shall be \$500,000 (Five Hundred thousand dollars), payable at Closing by wired funds.

b. Earnest Money, and Good Faith Deposit. Purchaser has previously paid a good faith deposit of \$5,000 to seller. Upon full execution of this Agreement by Purchaser and Seller, Purchaser shall open an escrow with Chicago Title and Trust Company, 10 S. La Salle Street, Chicago, IL (variously as "CT", or "Title Company"), and, within ten (10) business days thereafter, Purchaser shall deposit with the Title Company an additional Earnest Money amount of \$10,000.00 by cash ("Deposit," and together with all interest (if applicable) accrued thereon, the "Earnest Money," and all references in this Agreement to "Earnest Money" shall refer to the portion thereof heretofore deposited into the escrow by Purchaser, and the good faith deposit for a total of \$15,000.00). Title Company shall place the Earnest Money in an interest-bearing escrow account (if applicable) as directed by Purchaser, with the interest to accrue to Purchaser. If Purchaser terminates this Agreement prior to the satisfaction or waiver of the conditions set forth in Section 3 or Section 8 of this Agreement, then the Earnest Money shall promptly be returned to Purchaser. However, at the end of the Project approval contingency period, 50% of the earnest money shall become non-refundable, if notice of disapproval of contract is not received by seller, within seven days past the Project approval contingency date. If this transaction closes as provided herein, the Earnest Money shall apply towards the Purchase Price at Closing. If this transaction does not close as a result of any reason other than default by Purchaser, the Title Company shall, upon demand by Purchaser, promptly return the Earnest Money to Purchaser.

3. CONTINGENCIES AND INSPECTION PERIOD. Purchaser's obligation to purchase the Property is

contingent upon the conditions set forth below being waived or satisfied on or before the dates provided for below. Purchaser may terminate this Agreement at any time by written notice to Seller if Purchaser determines, in Purchaser's sole and absolute discretion, that any of the conditions set forth in this Section 3 will not be satisfied by the date provided for herein for the satisfaction of such condition. The conditions provided for in this Section 3 shall be deemed not to be satisfied (and this Agreement shall automatically terminate) unless Purchaser, by the date by which the particular condition is required to be satisfied, notifies Seller in writing that such condition has been satisfied or waived. In the event this Agreement terminates as provided herein, the Earnest Money shall be promptly returned to Purchaser.

a. Feasibility Contingency. Purchaser shall have until 5:00 p.m. Central Time on the date that is ninety (90) days after the Contract Execution Date (the "Feasibility Period") to inspect the Property and to, among other things, conduct studies, tests, or other investigations of the Property as Purchaser may elect, in its sole discretion, in accordance with Purchaser's various requirements, the (Project) and to investigate all other aspects of this transaction. The cost of the inspection/investigation shall be borne solely by Purchase, and Purchaser shall not cause any liens to be attached to the Property.

b. Governmental approval Contingency: Purchaser shall have until 5:00 p.m., Central Time on the date that is one hundred and eighty (180) days following the expiration of the Feasibility Period (the "Project Approvals Period") within which to obtain all governmental and other approvals, and permits necessary or desirable to develop, construct and operate the Project for Purchaser's intended use in accordance with Purchaser's requirements, including, but not limited to, construction and building permits, conditional use permits, zoning approvals, PUD extension approval, site plan approvals, Tax Increment Financing (TIF) approval, NMTC approval, USCIS project approval if EB 5 funds are sought, appraisal approval, subdivision and lot split approvals, and environmental approvals, including any required pursuant to any federal, state or local environmental laws or regulations. The permits and approvals referred to in this Section 3 shall be referred to herein collectively as "Project Approvals." For the purposes of this Section, the Project Approvals shall not be deemed to have been "obtained" until each of the same has become final and non-appealable, and any periods for challenge to the same (or other conditions to final effectiveness) shall have expired; provided, however, that the Project Approvals shall not be binding on Seller should the Closing fail to occur. The timing, Project Approvals and any conditions, requirements for on-site and off-site improvements or services, in-lieu or mitigation fees or payments, dedication or reservation requirements, water rights, acquisition costs, local improvement district costs, connection charges, assessments, mitigation fees, impact fees, permit fees and any other similar fees and charges imposed on the Project by any governmental entity or utility service provider shall be acceptable to Purchaser and shall be subject to Purchaser's approval in its sole and absolute discretion. The cost of obtaining such Project Approvals shall be borne solely by Purchaser.

4. Seller's obligations, and definition of Effective Date, and Contract Execution Date: Buyer shall support and cooperate with Seller, upon Seller's further written request in the selection and pursuit of incentives which may become available for the Property and Project including those set forth hereinbelow.

- a. Federal and State Historic Preservation Tax Credit Programs: Seller shall apply for certification of the Property as a historic structure under the federal and state historical preservation tax credit programs; and will pursue, and obtain its inclusion in the National Register of Historic Places. Buyer will provide all the assistance needed in preparation of drawings, and hiring of proper consultants for this purpose. The cost for such historic certification shall be entirely borne by the Seller.
- b. Pursuit of CDE status with the federal government: Purchaser intends pursuing this with the state of RI, whereby the state shall become the CDE. Seller to provide any support letters that may be needed.
- c. Pursuit of Tax Increment Financing: Purchaser intends pursuing this with the state of RI. Seller to provide any supporting paperwork needed
- d. Pursuit of certificate of need for assisted living, or skilled nursing facilities: In the event a CON is needed for any of the development plans to be pursued by Buyer, the city will cooperate in obtaining such certification.

The Effective Date shall be defined as the date on which the Seller communicates to Buyer on its successfully obtaining historic certification with the National Register of Historic places. The Contract Execution Date shall be defined as the date on which the city of Woonsocket delivers to Purchaser the signed contract, after the city attorney's approval of the contract.

5. PROPERTY DOCUMENTS: ACCESS: TITLE CONDITION.

a. Property Documents. Within ten (10) days following the date of this Agreement, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser; (i) the most recent title insurance policy (or commitment) and survey; (ii) the legal description of the Property (iii) one copy of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Property in Seller's possession or under Seller's control. Upon Purchaser's receipt of such items, Purchaser shall have the unrestricted right to use such items in connection with Purchaser's review of the Property and Purchaser's efforts to obtain its permits and approvals.

b. Property Access. From and after the Effective Date, at any time prior to the Closing (the "Access Period"), provided that this Agreement has not been terminated pursuant to its terms, Seller grants permission to Purchaser, its agents and representatives to enter upon the Property for the purpose of conducting surveys, structural measurements, soil and environmental tests, architectural and engineering studies, and/or any other investigations related to determining the feasibility of the Property for Purchaser's purposes. Prior to entering the Property, Purchaser shall be required to provide Seller with evidence of insurance covering all of the activities of Purchaser while on the Property. Purchaser shall pay all costs incurred in making any inspections, tests, analyses and investigations of the Property. Purchaser agrees to restore the Property to substantially the same condition as existed prior to such entry or entries.

c. Title Report and Survey. After the Effective Date, Purchaser, at Seller's sole cost and expense, shall obtain a current title commitment (the "Title Commitment") for an owner's extended coverage title policy referred to in Section 7(b) hereof ("Title Policy"), issued by the Title Company in the amount of the Purchase Price showing the status of the title of the Property and all exceptions including encumbrances, liens, adverse claims, easements, restrictions, rights of way, covenants, reservations and all other conditions, if any, affecting the Property which would appear in the Title Policy, and, _____ the Title Company to issue such a Title Policy to Purchaser. Seller shall furnish a recently dated ALTA survey of the Property ("Survey") prepared by a surveyor licensed in the state of Rhode Island ("Surveyor") in form and substance sufficient to permit the Title Company to issue the Title Policy without boundary, encroachment or survey exceptions, and to delete from the Title Policy the standard exceptions as to unrecorded easements, visible and apparent easements, and other matters that would be disclosed by an inspection of the Property, which survey shall be delivered to purchaser within ten (10) days immediately after the effective date.

d. Review of Title Commitment and Survey. Purchaser shall have until 5:00 p.m. Central Time on the date which is sixty (60) days after the Effective Date to review and comment on the exceptions and matters contained in or disclosed by the Title Commitment and Survey. Purchaser shall be entitled, in its sole and absolute discretion, to terminate this Agreement, or to object to any of the exceptions to title or matters disclosed by the Title Commitment or Survey, and/or to condition its acquisition of the Property upon the release, discharge or removal of said exception or exceptions prior to the Closing Date, and the deletion of such exception or exceptions from the Title Policy to be issued at Closing. In the event Purchaser terminates this Agreement pursuant to this Section 4(d) or any other provision of this Agreement, any cancellation fee or other costs of the Title Company shall be borne by Purchaser.

e. Seller's Right to Cure Objections to Title. If Purchaser raises any objections to the title of the Property in accordance with the procedures of Section 4(d), then Seller shall have ten (10) days after the receipt of Purchaser's objections to give Purchaser notice either that (i) Seller, as a condition to Closing, shall remove any objectionable exceptions from title prior to Closing at no cost to Purchaser, and Seller shall promptly provide Purchaser with evidence satisfactory to Purchaser of Seller's ability to so remove such exceptions; or (ii) Seller elects not to cause such exceptions to be removed. If Seller gives Purchaser notice under clause (ii), then Purchaser may either waive such objections, in which event this Agreement shall continue in full force and effect, or terminate this Agreement by notice delivered to Seller on or before the Closing Date (failing which Purchaser shall be deemed to have waived such objections). Notwithstanding anything herein to the contrary, Seller shall satisfy or cause to be satisfied prior to Closing or at Closing from the Purchase Price all monetary encumbrances or defects, except for the lien for real property taxes with respect to the fiscal year of Closing not yet due and payable, which shall be prorated as of the Closing Date as provided in Section 10(a). The phrase "monetary encumbrances or defects" as used herein means encumbrances or defects to title which by their terms require the payment of money, whether in installments or at a fixed time or otherwise, including, but not limited to, mortgages, deeds of trust, mechanic's or materialmen's liens, liens associated with public improvement districts and special assessments.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents, warrants and covenants to Purchaser:

a. Power and Authority. Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Seller constitute legal, valid, binding, and enforceable obligations of Seller, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement.

b. No Violations and Actions. The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the Seller or the Property is bound, or by any of the provisions of any contract to which Seller is a party or by which Seller or the Property is bound. There is no action, suit, proceeding or investigation pending, or to Seller's knowledge threatened, before any agency, court or other governmental authority that relates to the Property or the use thereof.

c. Condemnation. There is no condemnation proceeding affecting the Property or any portion thereof currently pending nor, to Seller's knowledge, is any such proceeding threatened.

d. Compliance. The Property complies with all applicable governmental requirements in respect of the use and occupation thereof, including but not limited to environmental, zoning, platting and other land use requirements, and Seller has received no notice of and has no knowledge of any violations or investigations relating thereto, and any violations thereof that occur before Closing, whether now noted or issued, shall be complied with by Seller, so that the Property shall be conveyed free of the same at Closing.

e. No Default or Breach. There is no default or breach by Seller under any covenants, conditions, restrictions, rights-of-way, or easements that may affect the Property or any portion thereof.

f. Work. No work has been performed or is in progress at, and no materials have been furnished to, the Property that have not been paid for or will not be paid for in full by Seller prior to the Closing Date.

g. Assessments. No special or general assessments have been levied, other than as shown in the Title Commitment, or to Seller's knowledge are threatened against all or any part of the Property.

h. Leases. There are no leases or other rights of possession affecting all or any part of Property.

i. Hazardous Substances. To Seller's knowledge, the Property has not been affected by the presence of, and there is not present, oil, hazardous waste, toxic substances or other pollutants or materials that could be a detriment to the Property or in violation of any local, state or federal law or regulation, and to Seller's knowledge, there are no potentially hazardous environmental conditions which would affect the Property. Without in any way limiting the generality of the foregoing provision, Seller warrants, to Seller's knowledge, that neither Seller nor any other user or occupant of any part of the Property known to Seller has ever been cited for violating any federal, state or local environmental law or regulation with respect to operations or activities on or about the Property; and all reports, test results, and other documents relating to the presence or absence of hazardous materials on or about the Property are being delivered to Purchaser concurrently herewith.

j. Foreign Person or Entity. Seller is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Purchaser a certificate of nonforeign status in form required by the Income Tax Regulations and reasonably acceptable to Purchaser. In the event Seller shall not deliver such certificate to Purchaser at Closing, or shall not otherwise sufficiently evidence Seller's exemption from withholding requirements, Purchaser may withhold such amounts as may be required under applicable law in order for Purchaser to avoid any liability for Seller's tax obligations.

k. Agreements and Contracts. There are no management agreements, service contracts or other agreements, or obligations affecting the Property or the operation or maintenance thereof that will be binding on Purchaser following the Closing Date.

l. Buried Tanks. There are no underground storage tanks on the Property nor have underground storage tanks been removed from the Property.

m. Bankruptcy Matters. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

n. Misrepresentation and Adverse Facts. Seller has made no untrue statements or representations in connection with this Agreement, and all items transferred to Purchaser on or before Closing are true and correct copies of what they purport to be. Said items have not been amended or modified, other than as also transferred to Purchaser, and no items that should have been set forth as exhibits hereto or transferred to Purchaser on or before Closing have not been so set forth or transferred. Seller has not failed to state or disclose any material fact in connection with the transaction contemplated by this Agreement. Seller knows of no facts, nor has Seller failed to disclose any fact, which would prevent Purchaser from using and operating the Property after Closing in the manner in which it is intended to be operated by Purchaser.

o. Marketable Title. Seller has, as of the date of this Agreement, and will have as of the date of Closing, good, marketable and indefeasible title to the Property subject only to the matters set forth in this Agreement.

All of the representations, warranties, and covenants of the Seller contained in this Agreement (i) shall be true and correct as of the date of this Agreement and as of the Closing Date; and (ii) Purchaser's rights to enforce such representations and warranties and covenants shall survive the Closing and such rights to enforce shall not be merged into any documents delivered by Seller at Closing. Seller shall indemnify, defend and hold Purchaser harmless from and against any cause, claim, loss, damage or expense, including attorneys fees, which Purchaser suffers as a result of a breach of the representations, warranties and covenants contained in this Agreement. It is expressly agreed and understood that no examination or investigation of the Property, by or on behalf of Purchaser prior to Closing, shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements contained in this Agreement.

Except as specifically set forth in this Section 5, Seller makes no representations or warranties (express or implied) with respect to the condition of the Property or the suitability of the Property for Purchaser's intended use; it being understood that Seller is otherwise selling the Property to Purchaser in its "As-Is" condition subject to Purchaser's due diligence.

7. SELLER'S OBLIGATIONS PENDING CLOSING: During the continuance of this Agreement, until Closing or termination of this Agreement as herein provided, Seller covenants to perform in accordance with the following obligations:

- a. Sell or Encumber Property. Seller shall not sell, assign, or convey any right, title, or interest whatever in or to the Property to any third party or create or permit to exist any lien, encumbrance, or charge thereon which will not be paid in full at Closing.
- b. Leases. As a primary inducement for Purchaser to execute this Agreement, Seller hereby: (a) agrees that Seller will not enter into any new leases of the Property and (b) agrees to convey the Property to Purchaser at Closing free and clear of any leases or other right of possession affecting all or any part of the Property.
- c. Representations and Warranties. Seller shall not take any action, or omit to take any action, which action or omission would have the effect of violating or rendering untrue any of its representations, warranties, covenants, and agreements contained herein.
- d. Existing Financing. Seller shall continue to make all payments required under the terms of any existing financing on the Property and shall not suffer or permit a default to arise thereunder.
- e. Governmental Orders. Seller shall not violate any lawful order or directive of a governmental agency with respect to the Property.
- f. Cooperation with Purchaser. Seller shall confer, coordinate and cooperate with Purchaser in every reasonable respect in connection with the satisfaction of the contingencies and approvals specified in Sections 3 and 4, including, without limitation, Purchaser's efforts to obtain the Project

Approvals, and Seller shall promptly execute all necessary documents in connection therewith upon request by Purchaser.

g. Sign. Upon request by Purchaser, Seller shall permit Purchaser, at Purchaser's sole cost and expense, to erect a sign on the Property advertising the proposed development of Purchaser's Project.

h. Confidentiality. Without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole and absolute discretion, Seller will not disclose, and Seller will direct its representatives, employees, agents and consultants not to disclose to any person or entity (i) the identity of Purchaser or the fact that Purchaser has entered into discussions or negotiations with Seller concerning the purchase of the Property, nor (ii) any of the terms, conditions or other facts with respect to such purchase, nor (iii) that this Agreement exists. This provision, however, is subject to Rhode Island law, and city ordinance regarding such matters, and their disclosure.

8. ITEMS TO BE DELIVERED AT CLOSING. At Closing Seller shall deliver the following items to Purchaser or to the Title Company. Drafts of all documents to be executed and delivered at Closing shall be prepared by Seller's counsel and submitted to Purchaser's counsel for review at least five (5) business days prior to the date of closing.

a. Warranty Deed. A duly executed and acknowledged warranty deed conveying to Purchaser or to Purchaser's Designee fee title to the Property subject to no encumbrances or defects except for the lien of real property taxes for the current year prorated to the Closing Date and such encumbrances or defects approved or waived by Purchaser as set forth in Sections 4(b) and 4(c).

b. Title Policy. The Title Company shall provide an owner's extended coverage policy of title insurance, on the American Land Title Association form (revised 6/17/06), with such endorsements as Purchaser may require, insuring that fee title to the Property (together with any access easements) is vested in Purchaser, subject to no defects or encumbrances except for the lien of real property taxes for the current year and such matters as approved or waived by Purchaser as set forth in Sections 4(d) and 4(e). The policy of title insurance shall be written in the amount of the Purchase Price.

c. FIRPTA Certificate. A certificate of nonforeign status in form required by federal income tax regulations and reasonably acceptable to Purchaser. In the event Seller does not deliver such certificate to Purchaser at the Closing, or does not otherwise sufficiently evidence Seller's exemption from withholding requirements, Purchaser may withhold such amounts as may be required under applicable law in order for Purchaser to avoid any liability for Seller's tax obligations.

d. Authority Documents. Certificates, duly adopted resolutions, incumbency certificates, good standing certificates and other evidence satisfactory to Title Company, and Purchaser of the authorization of the sale of the Property to Purchaser and of the authority of the person(s) executing and delivering documents at the Closing on behalf of Seller.

e. Seller's Certificate. A certificate certifying that each and every warranty and representation made by Seller in this Agreement is true and correct in all material respects as of the Closing as if made by Seller at such time, except as shall have been disclosed to and waived by Purchaser in writing,

f. Owner's Affidavit. An affidavit in form satisfactory to Title Company for the issuance of the Title Policy without exception for mechanics', materialmen's or other statutory liens, parties in possession and all other general title exceptions.

g. Quitclaim Deed. If the legal description of the Property prepared from the Survey differs from the legal description, by which Seller acquired title to the Property as provided for in the Title Commitment, then Seller shall also execute and deliver to Purchaser at the Closing a quitclaim deed, in recordable form, conveying the Property to Purchaser using the Survey legal description.

h. Closing Statement. A closing statement setting forth in reasonable detail the financial transaction contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs specified herein and the source, application and disbursement of all funds (the "Closing Statement").

i. Additional Documents. Copies of all other surveys, plans and specifications, permits and approvals and other similar documents which pertain to the Property and/or the Project Approvals which may be in Seller's possession or under its control.

j. Miscellaneous. Such other items, documents, affidavits, real property transfer tax returns, legal opinions, instruments and certificates as Purchaser reasonably requires or as may be necessary or desirable to consummate the sale of the Property and to induce Title Company to issue the Title Policy, including, if applicable, documentation to effectuate Purchaser's 1031 exchange.

k. Broker's Lien Waiver Affidavit. Broker's lien waiver affidavits, duly executed by Purchaser's Broker and Seller's Broker (each, as defined below), in a form satisfactory to Title Company for the issuance of the Title Policy without exception for brokers' liens.

9. CONDITIONS TO CLOSING. The obligation/of Purchaser hereunder shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as conditions until Closing unless waived by Purchaser. Purchaser may, in Purchaser's sole and absolute discretion, terminate this Agreement at any time by written notice to Seller if Purchaser believes in its sole and absolute discretion that any of the conditions set forth in this Section 8 will not be satisfied by the Closing Date. In the event of such termination, the Earnest Money shall be promptly returned to Purchaser.

a. Approval by Purchaser. Receipt and approval by Purchaser of all items and documentation provided herein to be delivered to Purchaser.

b. Representations and Warranties. The representations and warranties of Seller contained herein shall be true and correct as of the Closing.

c. Performance by Seller. Seller shall have performed all agreements, undertakings and obligations and complied with all conditions required by this Agreement to be performed and/or complied with by Seller.

d. No Change to Property. As of the date of Closing there shall have been no material adverse change in the condition of the Property.

e. Contingencies Satisfied. The contingencies set forth in Section 3 shall have been fulfilled or waived on or before the dates provided for in Section 3.

f. Absence of Moratorium. That no litigation, referendum, moratorium, statute, order, regulation, ordinance, legislation, judgment, ruling or decree has been enacted, adopted, issued or entered or shall be pending or in effect, that could adversely affect the Property, the Project Approvals or Purchaser's ability to develop and operate its Project.

g. Legally Subdivided Lot: Separate Tax Parcel. The Property shall have been established as a legally subdivided lot and a separate tax parcel in compliance with all applicable acts and ordinances governing the conveyance, platting and subdivision of land.

h. A zoning endorsement, in form and substance acceptable to Purchaser, in its sole and absolute discretion, issued by The Title Company

i. A written unconditional mortgage loan commitment issued by a mortgage lender acceptable to Purchase in its sole and absolute discretion, upon loan terms, amounts and conditions acceptable to Purchaser in its sole and absolute discretion, and to the disbursement at closing in an amount acceptable to Purchaser in its sole and absolute discretion. This financing contingency is to be satisfied within 60 days following the Project approval period referred in 3 (b) above

10. TIME AND PLACE OF CLOSING.

a. Closing Date. Subject to Section 8 above, the Closing shall take place on or before the date which is thirty (30) business days after all the conditions set forth in Section 3, and section 8 (i) have been satisfied or waived in writing by Purchaser, on a date selected by Purchaser (the "Closing Date" or "Closing"). Closing shall

occur at the Chicago office of the Title Company, 10 South LaSalle Street, Chicago, Illinois.

b. Closing Date Extension. Notwithstanding any provision of this Agreement to the contrary, in the event that Purchaser is prepared to close this transaction pursuant to the terms of this Agreement, and if Seller has not fully performed its obligations hereunder and deposited all documents with Title Company necessary for Closing to timely occur, then Purchaser, in its sole and absolute discretion, and in addition to all other rights and remedies it may have, may, from time to time, notify Seller that Purchaser extends the Closing Date to such date or dates as Purchaser may elect to provide Seller with the additional time necessary for Seller to fully perform its obligations hereunder, and Purchaser may defer deposit of the balance of the Purchase Price pending Seller's performance. Seller's failure to fully perform by such extended Closing Date(s) shall constitute a default by Seller under this Agreement.

11. APPORTIONMENTS AND CLOSING COSTS.

a. Proration of Income and Expenses. The following items shall be adjusted or prorated between Seller and Purchaser at the Closing, as of the Closing Date:

(i) All unpaid charges associated with public improvement districts and all other special assessments, if any, existing as of the Closing Date, whether due and payable before or after such date and whether or not otherwise payable in installments, shall be paid by Seller in cash at the Closing to the assessing entity; and

(ii) All other income and operating expenses for or pertaining to the Property, including, but, public utility charges, shall be prorated between Purchaser and Seller as of the Closing Date.

b. Post-Closing Adjustments. to the extent items are prorated or adjusted at the Closing on the basis of estimates, or are not prorated or adjusted at the Closing pending actual receipt of information upon which such prorations or adjustments are to be based, Purchaser and Seller will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller will pay all expenses of the Property prior to the Closing Date and Purchaser will pay all expenses of the Property after the Closing Date to the extent required by Section 1.0 (a). If Purchaser receives any bill or invoice which relates to periods prior to the Closing, Purchaser will refer such bill to Seller and Seller agrees to pay, promptly upon receipt, such a portion of the bill or invoice as relates to the period prior to the Closing Date for which it is responsible. If Seller does not pay such bill in a timely manner, Purchaser may, at his option, pay such bill or invoice and Seller shall become liable to Purchaser for the full amount of such payment, together with interest at the lesser of: (i) five percent (5%) per annum in excess of the "Prime Rate," and (ii) the highest lawful rate. The "Prime Rate" shall be the rate announced as such from time to time by J.P. Morgan Chase, N.A. or its successor. If there shall be no such, announced rate of such bank or its successor, then the "Prime Rate" shall be such equivalent rate as is charged from time to time by major money-center banks.

c. Real Estate Tax Proration: Post-Closing Payment of Real Estate Taxes.

Taxes for the then current tax year relating to the Property ("Taxes") shall be prorated with Seller responsible for the payment of Taxes up to the Closing Date and Purchaser responsible for the payment commencing on the Closing Date. Seller shall pay all Taxes for the then current tax year at the Closing or, at Purchaser's option, Seller's share of such Taxes shall be credited against the Purchase Price and assumed by Purchaser. All taxes assessed at the time of the Closing for prior tax years (i.e., agricultural or roll back taxes) shall be paid in full by Seller at the Closing, if the Closing occurs before the tax rate is fixed for the then current tax year, the apportionment of Taxes shall be made on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation of the Property, and, when the tax rate is fixed for the tax year in which the Closing occurs, Seller and Purchaser shall adjust the proration of Taxes and, if necessary, refund or pay such sums to the other party as shall be necessary to effect such adjustment.

d. Closing Costs. Seller shall pay all customary closing costs in connection with Closing, including any real estate excise or transfer, recording, documentary stamp or similar tax, fees or expenses imposed in connection with the conveyance of the Property, and Seller shall pay the premium for an owner's standard coverage title policy, the cost of the endorsements set forth in Section 7(b) hereof and one-half of Title Company's escrow fee. Purchaser shall pay one-half of Title Company's escrow fee, plus the cost of any elective endorsements requested by Purchaser. Notwithstanding the foregoing, Purchaser and Seller shall each pay their own attorneys', accountants' and other professional fees.

12. CASUALTY LOSS AND CONDEMNATION.

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12. CASUALTY LOSS AND CONDEMNATION.

Email: jmathews@woonsocket.ri.org
To Purchaser: Hawthorne Development Corporation, Attn: Dr. Ganesan Visvabharathy
100 Tower Drive, # 131
Burr Ridge, IL 60527
Fax No.: 630 390 2203

With a copy to:

Avrum Reifer, LTD, Attorney
3016 W. Sherwin Avenue,
Chicago, IL 60645
Fax No: 773-465-2911

16. POSSESSION. At Closing, Seller shall deliver full, sole, vacant and exclusive possession of the Property to Purchaser, subject to no tenancies, leasehold interests or other similar possessory interests that have not been previously approved by Purchaser.

17. MISCELLANEOUS.

a. Entire Agreement - No Oral Modifications. This Agreement and the exhibits hereto constitute the final and complete agreement, and supersede all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written agreement executed by both parties.

b. Successors Bound. Subject to the restrictions on assignment contained in Section 16"(c), the provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

c. Assignment. Seller shall not assign this Agreement without the prior written consent of Purchaser. Purchaser shall be entitled to assign Purchaser's interest under this Agreement without Seller's consent.

d. Brokers. Seller and Purchaser each represent and warrant to the other that no real estate agent or broker was involved in negotiating the transaction contemplated herein

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island (the "Governing Jurisdiction").

f. Facsimile Signature: Counterparts. This Agreement may be executed and delivered by facsimile transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

g. Attorneys' Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

h. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

i. Captions. The captions of this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

j. Exhibits. All exhibits attached hereto are hereby incorporated herein by reference and made a part hereof.

k. Construction. Seller and Purchaser acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments thereto, and the same shall be construed neither for nor against Seller or Purchaser, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties,

l. Purchaser's Approval Rights. Whenever in this Agreement Purchaser is deemed to disapprove of a particular matter or a condition is deemed not to be satisfied by reason of Purchaser's failure to approve of the same or to acknowledge that the same is satisfied, Seller shall have no right to conclusively deem Purchaser to have disapproved of such matter or to deem such condition not to be satisfied, unless and until Seller gives notice to Purchaser that Seller intends to deem such matter disapproved, or to deem such condition not to be satisfied, as of the date which is five (5) days after Purchaser receives such notice. If Purchaser fails to approve or waive the matter in question or fails to acknowledge that the condition in question is satisfied, as the case may be, within such five (5) day period, the matter or condition in question shall thereafter be conclusively deemed to be disapproved or not satisfied.

m. Computation of Time. If the time for performance of any provision of this Agreement ends on a Saturday, Sunday actual or observed federal, state or legal holiday, then such date shall automatically be extended until 6:00 p.m. central on the next day which is not a Saturday, Sunday or federal, state or legal holiday.

n. Survival of Terms. The terms and provisions of this Agreement shall survive the Closing and shall remain in full force and effect thereafter.

o. Exchange Cooperation. If either Purchaser or Seller intends for this transaction to be a part of a Section 1.031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

p. Exclusive Agreement. From and after the date of this Agreement, and for the duration of this Agreement, Seller shall not negotiate with third parties for transfer of any interest in the Property, whether as a back-up offer or otherwise.

q. This agreement is subject to approval by the attorney for City of Woonsocket within 30 days of the Effective Date.

18. EFFECTIVE DATE. In the event this Agreement is not signed simultaneously by the parties, this Agreement shall be considered an offer made by the party first executing and delivering this Agreement to the other party. In such event, said offer shall expire at 11:59 p.m. (Central time) on the seventh (7th) day following the Effective Date unless prior to such deadline one copy of this Agreement, accepted (without change) and executed by the party to whom the offer has been made, shall have been delivered to the party making the offer. If the terms of an offer are changed by the party receiving the offer, such offer shall be deemed rejected and a new offer shall be deemed made by the party making such changes. The "Contract Date" shall be the date upon which this Agreement is accepted (with changes negotiated by the city attorney, and accepted by Purchaser), as evidenced by such party's execution and delivery of this Agreement to the offering party. The attorney approval period for the city of Woonsocket shall begin on the Effective Date.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DATED as of the day and year first set forth above.

SELLER: _____, a Municipal Corporation

Date of execution by Seller:

_____ 2016

[SELLER TO INITIAL SECTION 12]

By _____

Name _____

Title _____

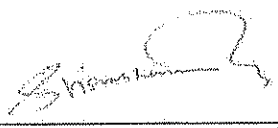
PURCHASER:

Hawthorne Development Corporation

Date of execution by Purchaser:

Oct 17, _____ 2016

[PURCHASER TO INITIAL SECTION 12]

By  _____

Name __Ganesan Visvabharathy

Title _____President_

[SIGNATURE PAGE TO PROPERTY PURCHASE AGREEMENT]

EXHIBIT A
TO PROPERTY PURCHASE AGREEMENT

Legal Description of the Property

Property Information sheet attached herewith and made a part hereof.

557 PARK PLACE

Location: 557 PARK PLACE

Block: 2772 / 113 / 157

Acres: 2.000000

Owner:

Assessment: \$18,071,308

DOB: 10554

Building Count: 1

Current Value

Valuation Year	Assessment		
	Improvements	Land	Total
2008	\$1,455,000	\$18,000	\$18,071,308

Owner of Record

Owner: EDUCATION DEPARTMENT
 Government: DISTRICT OF COLUMBIA
 Address: 100 MICHIGAN STREET
 WASHINGTON, DC 20001-4510

Sale Price: \$0
 Certificate:
 Book & Page:
 Sale Date:

Ownership History

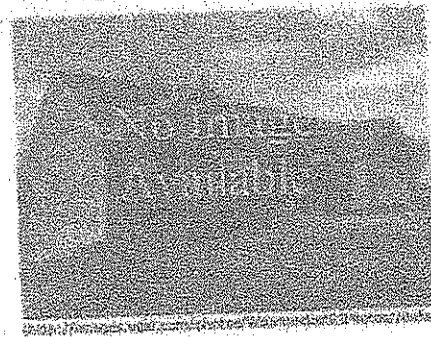
Ownership History				
Order	Sale Price	Certificate	Book & Page	Sale Date
1	\$0			

Building Information

Building 1 (Block 1)

Year Built: 1920
 Living Area: 404,546
 Replacement Cost: \$18,071,308
 Building Percent: 95
 Condition: Good
 Replacement Cost: \$18,071,308
 Loss Revaluation:

Building Photo



Building Attributes	
Point	Description
0.000	DECK
0.000	CONCRETE
0.000	CEILING
0.000	WALLS
0.000	FLOOR
0.000	ROOF
0.000	MECHANICAL
0.000	ELECTRICAL
0.000	PLUMBING
0.000	PAINT
0.000	LANDSCAPE
0.000	OTHER

81 Woodparket Middle School - Request for Proposals
 DR. 20-1010
 BIA No. 2754

Vision Government Solutions

Address	
Address Line 2	
Address Line 3	
Address Line 4	
Address Line 5	
Address Line 6	
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Building Layout

Room 1	
Room 2	
Room 3	
Room 4	
Room 5	
Room 6	
Room 7	
Room 8	
Room 9	
Room 10	
Room 11	
Room 12	
Room 13	
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Room 44	
Room 45	
Room 46	
Room 47	
Room 48	
Room 49	
Room 50	

Building Schedule (sq ft)

Date	Description	Area	Value
11/1	Basement, Finished	12,000	1,200,000
11/2	Basement	12,000	1,200,000
11/3	Basement	12,000	1,200,000
11/4	Basement	12,000	1,200,000
11/5	Basement	12,000	1,200,000
11/6	Basement	12,000	1,200,000
11/7	Basement	12,000	1,200,000
11/8	Basement	12,000	1,200,000
11/9	Basement	12,000	1,200,000
11/10	Basement	12,000	1,200,000
11/11	Basement	12,000	1,200,000
11/12	Basement	12,000	1,200,000
11/13	Basement	12,000	1,200,000
11/14	Basement	12,000	1,200,000
11/15	Basement	12,000	1,200,000
11/16	Basement	12,000	1,200,000
11/17	Basement	12,000	1,200,000
11/18	Basement	12,000	1,200,000
11/19	Basement	12,000	1,200,000
11/20	Basement	12,000	1,200,000
11/21	Basement	12,000	1,200,000
11/22	Basement	12,000	1,200,000
11/23	Basement	12,000	1,200,000
11/24	Basement	12,000	1,200,000
11/25	Basement	12,000	1,200,000
11/26	Basement	12,000	1,200,000
11/27	Basement	12,000	1,200,000
11/28	Basement	12,000	1,200,000
11/29	Basement	12,000	1,200,000
11/30	Basement	12,000	1,200,000

Extra Features

Date	Description	Size	Value	Seq #
11/1	Garage - 2-Carport	2,000	200,000	1

Land

Date	Description	Size	Value	Seq #
11/1	Lot 1 - 0.500	0.500	500,000	1
11/2	Lot 2 - 0.500	0.500	500,000	2

Outbuildings

Date	Description	Size	Value	Seq #
11/1	Storage Building	500	50,000	1
11/2	Shop Building	1,000	100,000	2

at Manssacker Middle & High School for Proposal
 03.20.2010 #14 No. 1783

Vision Government Solutions

Refund History

Valuation Year	Assessment		Total
	Improvements	Land	
2002	\$1,224,975	\$212,000	\$1,436,975
2003	\$1,320,500	\$212,000	\$1,532,500
2004	\$1,502,700	\$212,000	\$1,714,700

As a percentage of assessed value, the refund is 100.00% for 2002, 100.00% for 2003, and 100.00% for 2004.

W. B. Johnson, Esq., Public School - Request for Proposals
 10000 10th Street, Suite 100, Dallas, TX 75243



119 E. Franklin St, Suite 300
Chapel Hill, NC 27514

Woonsocket Middle School

October 13, 2016

Project: Woonsocket Middle School

Architect: Tise Kiester Architects, PA

Re: Summary Unit count

Independent Living Units

Level	Eff.	1 Beds	2 Beds	3 Beds	=	Total
Lower Level	3	17	0	0	=	20
First Floor	2	18	0	0	=	20
Second Floor	1	25	1	0	=	27
Third Floor	2	23	1	1	=	27
Fourth Floor	0	10	4	2	=	16
Totals	8	93	6	3	=	110

Assisted Living + Memory Care Living Units

Level	1 Beds	=	Total
Lower Level	0	=	0
First Floor	19	=	19
Second Floor	19	=	19
Third Floor	19	=	19
Fourth Floor	0	=	0
Totals	57	=	57

Live / Work Units = 6



- Each unit has a lower level work space and an upper level living space. With more investigation, we can determine if these living spaces can also include a loft area.
- Lower level = 1,130 SF + upper floor = 1,130 = 2,260 SF units



Tech + Hydroponics = 12,770 SF



Senior Center = +/- 12,000 SF

telephone 919-967-0158
fax/data 919-967-0159
www.tisekiester.com

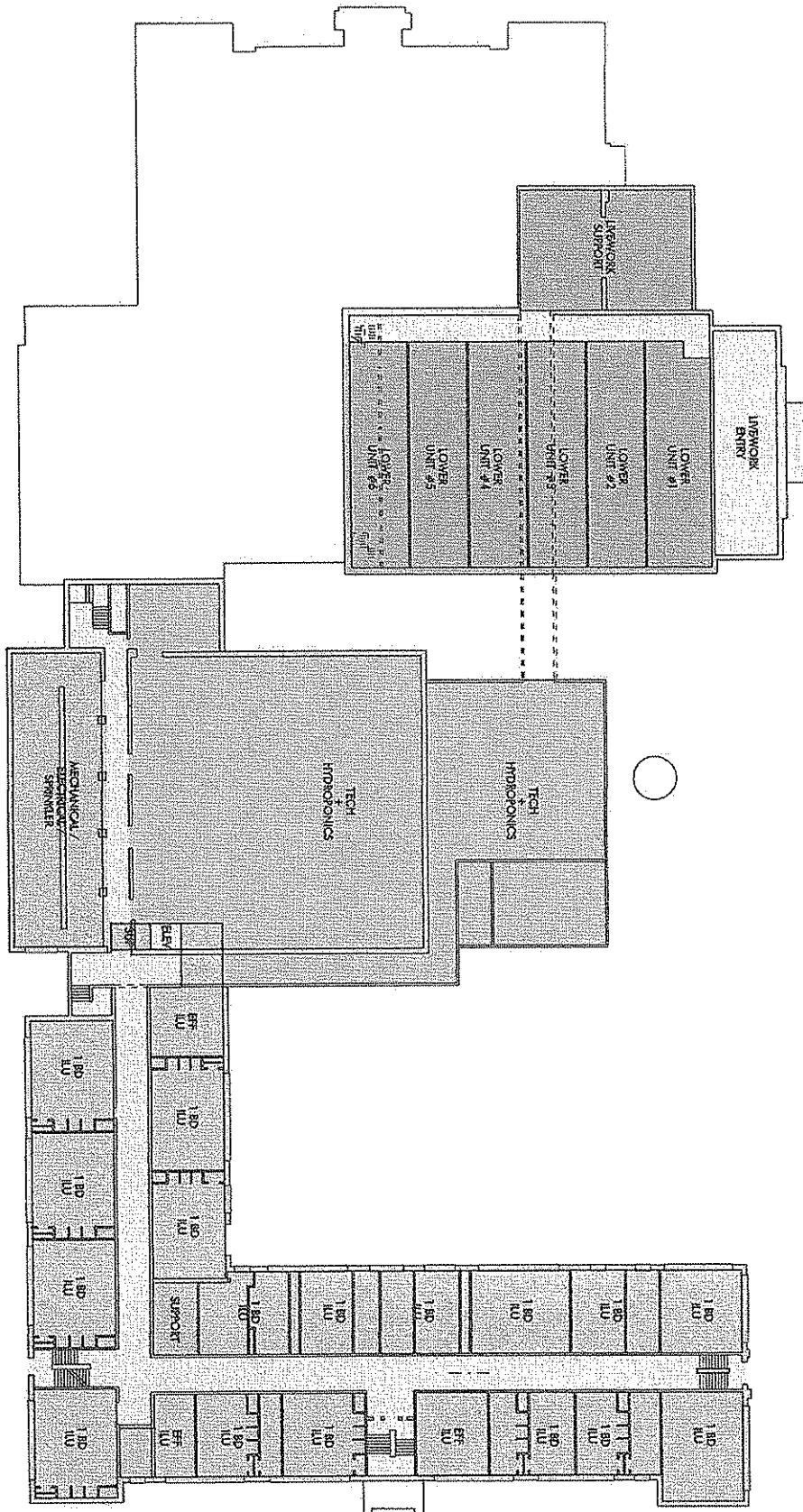

LOWER FLOOR
 F = 30'-0"
 10,12,16


TECH & HYDROPONICS

LIVE/WORK


SENIOR CENTER

INDEPENDENT LIVING


ASSISTED LIVING

SUPPORT SPACES


CIRCULATION



Woonsocket Middle School

HAWTHORNE GROUP

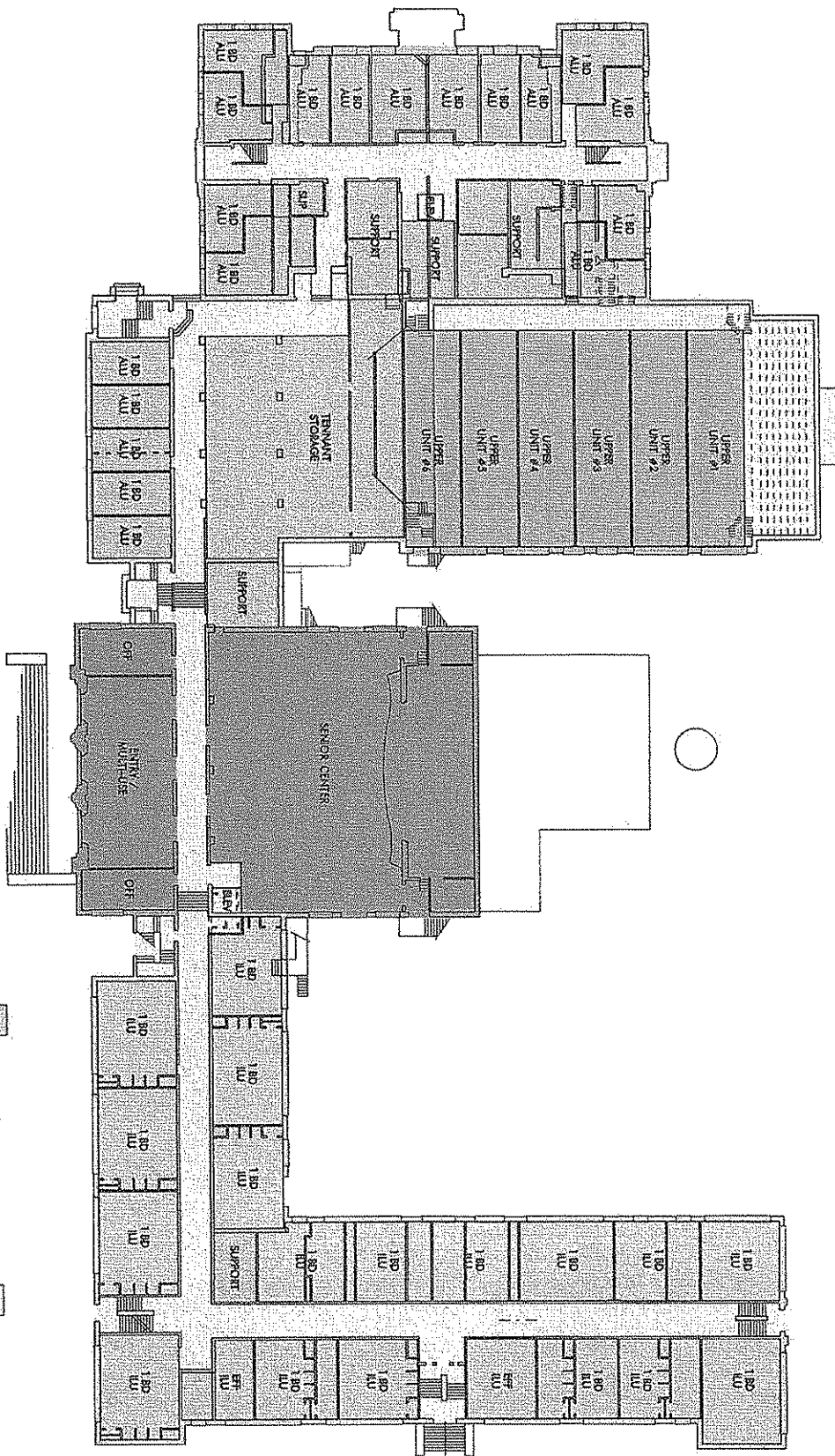
FIRST FLOOR
 1" = 30'-0"
 10.12.16

TECH & HYDROPONICS
 LIVE / WORK

SENIOR CENTER
 INDEPENDENT LIVING

ASSISTED LIVING
 SUPPORT SPACES



CIRCULATION




Woonsocket Middle School



HAWTHORNE GROUP



SECOND FLOOR
 1" = 30'-0"
 10.12.16

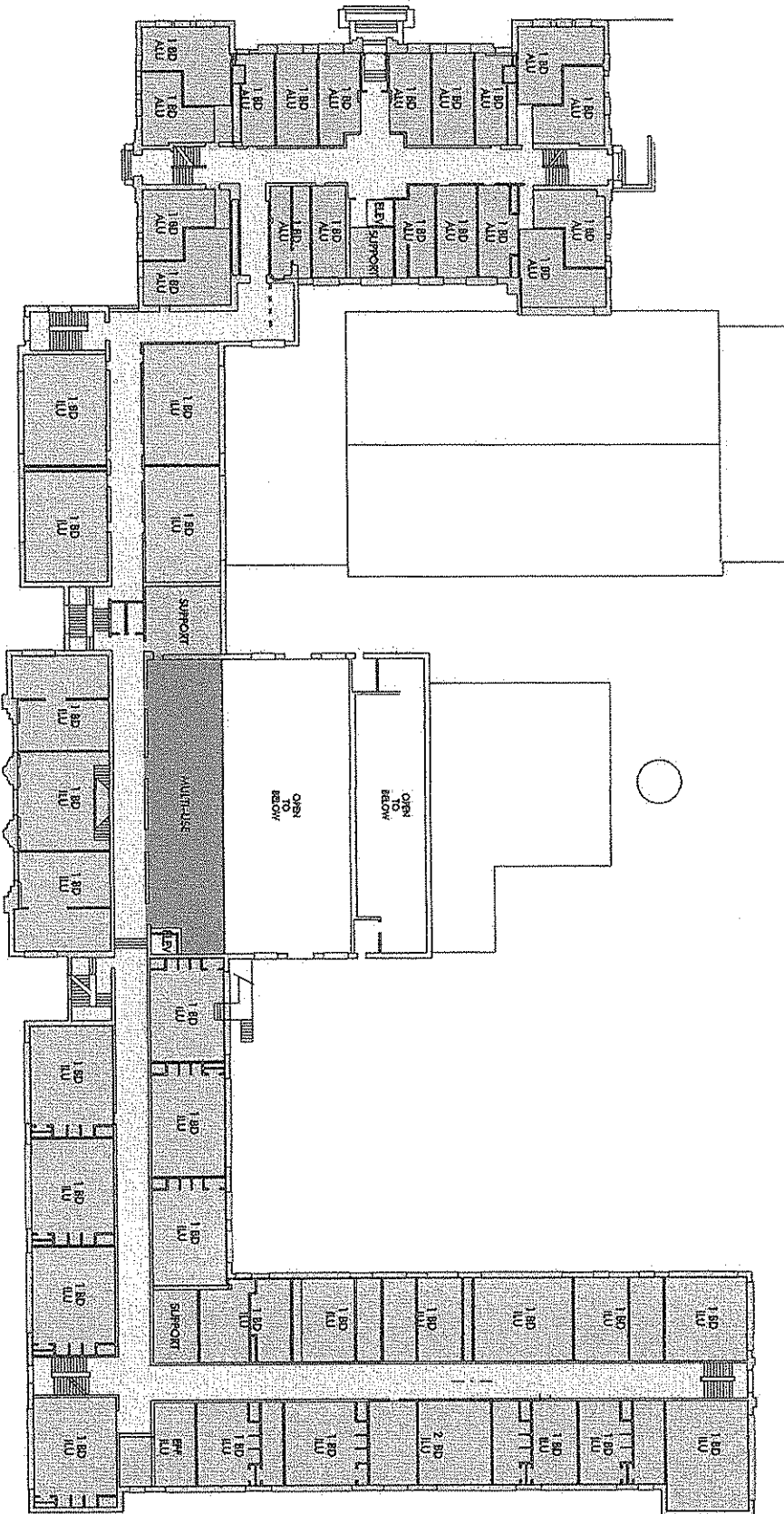

 TECH & HYDROPONICS

 LIVE / WORK


 SENIOR CENTER

 INDEPENDENT LIVING


 ASSISTED LIVING

 SUPPORT SPACES






 CIRCULATION











Woonsocket Middle School



HAWTHORNE GROUP

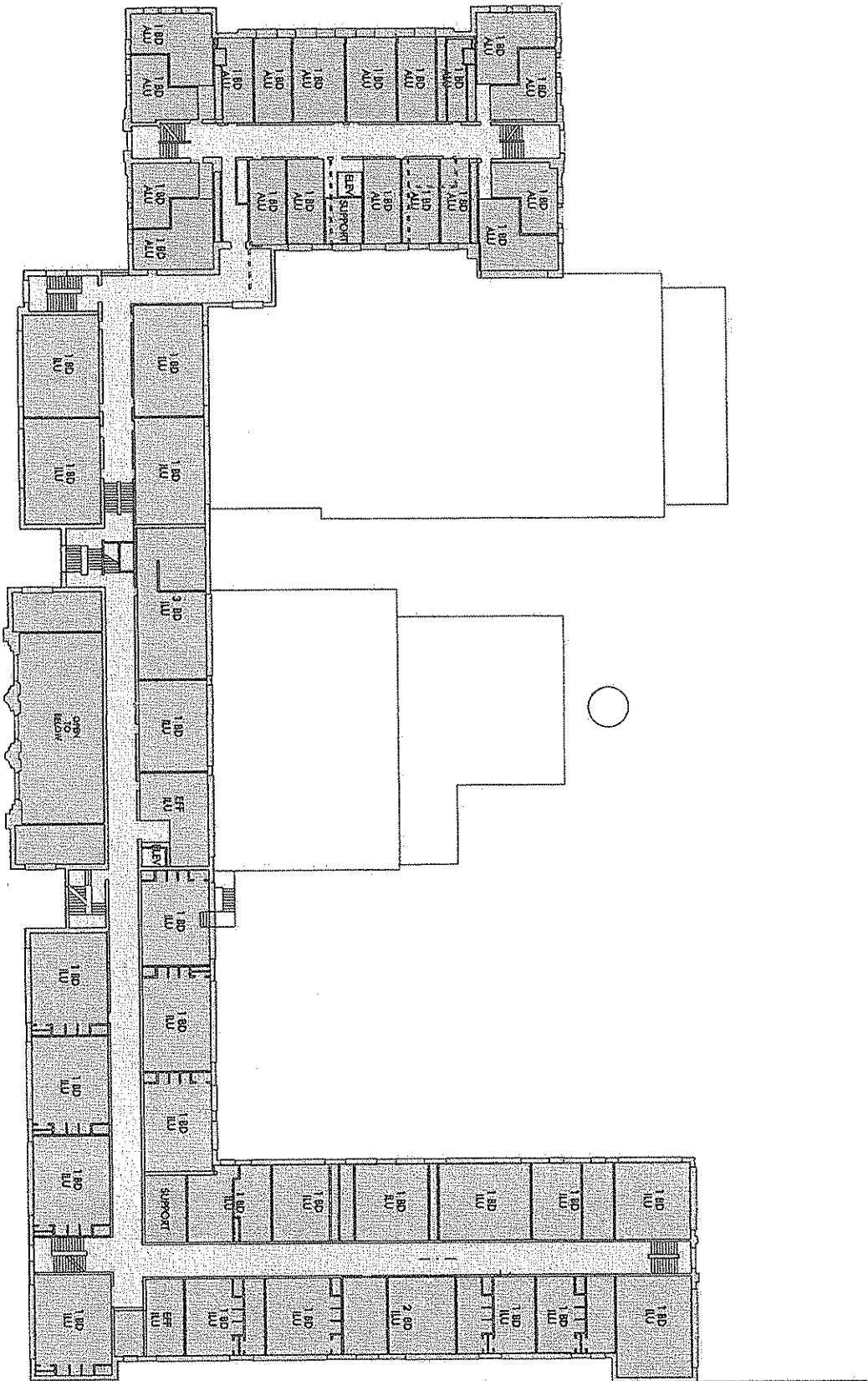

THIRD FLOOR
 1" = 30'-0"
 10.12.16



 TECH & HYDROPONICS


 LIVE / WORK



 SENIOR CENTER


 INDEPENDENT LIVING



 ASSISTED LIVING


 SUPPORT SPACES



 CIRCULATION

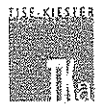
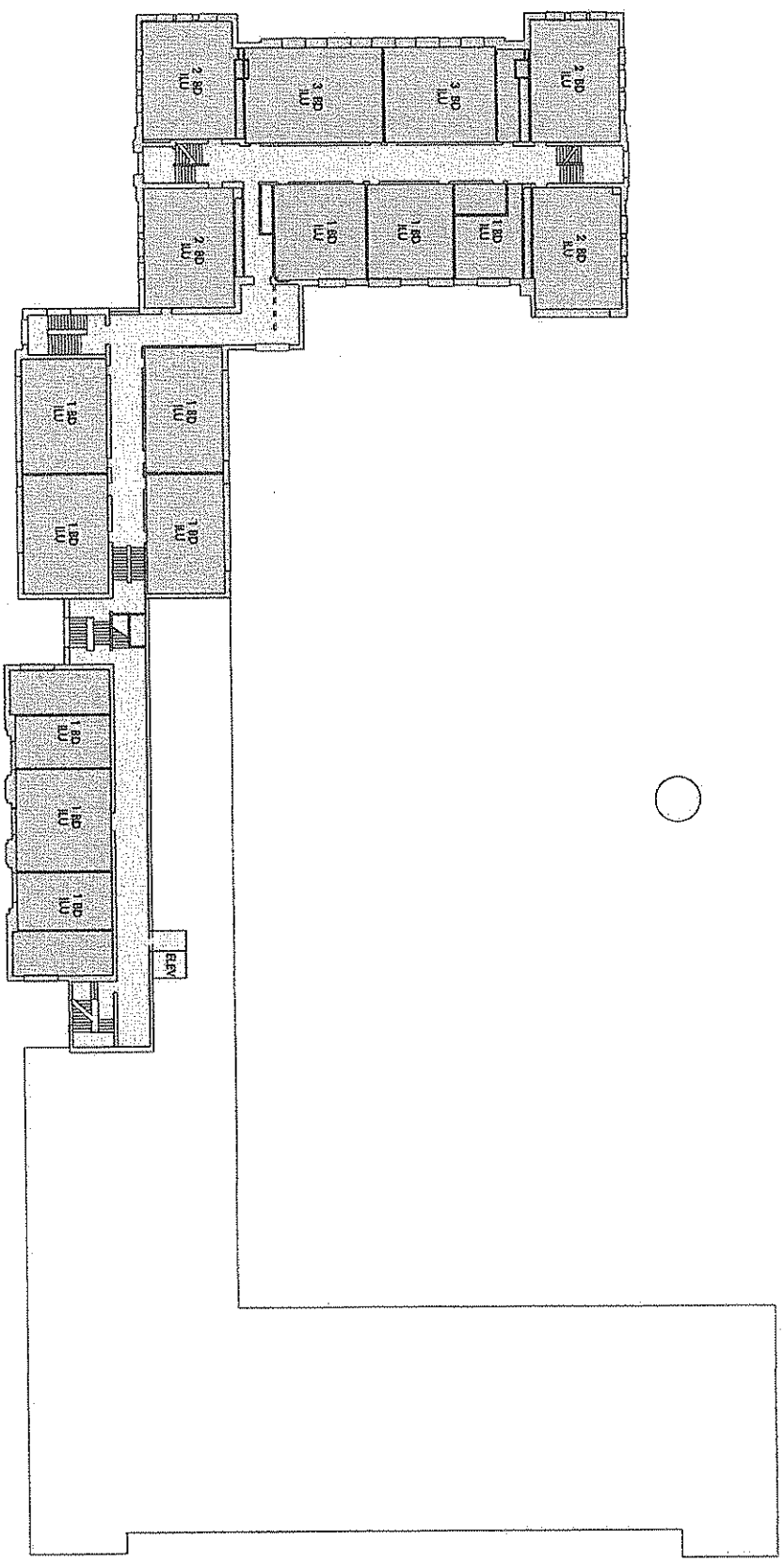


Woonsocket Middle School

HAWTHORNE GROUP

FOURTH FLOOR
 1" = 30'-0"
 10.12.16

- TECH & HYDROPONICS
- LIVE / WORK
- SENIOR CENTER
- INDEPENDENT LIVING
- ASSISTED LIVING
- SUPPORT SPACES
- CIRCULATION



Woonsocket Middle School

HAWTHORNE GROUP

Details Regarding Proposed Development:

We do not intend taking down any part of the building. Our plan is to preserve the entire 212,900 sq. ft. of the building, and renovate all the space to be put to productive use. All renovation shall conform to National Park Service code for Historic Preservation.

For parking purposes, we may have to acquire additional land nearby. Fortunately, the mix of our uses, where there is predominantly a senior component, requires less parking spaces.

Suggested uses, and the sq. ft. (to be confirmed by Market Study):

Senior living units* (ILU, ALU, and MCU)**:	174,570 sq. ft.
Senior center for use of Woonsocket citizens:	12,000 sq. ft.
Live-work condominiums/apartments:	13,560 sq. ft.
Solar Technical Training school:	9,770 sq. ft.
Hydroponics farm for fresh local produce:	3,000 sq. ft.

* The senior living units to feature the latest in IOT (internet of things) for monitoring the health of the seniors

**ILU (independent living units): 110
 ALU (assisted living units): 40
 MCU (memory care units): 17

Total investment planned: \$50 million

Employment impact: 400 (direct, indirect, and induced)

Sustainability features planned: With a view to becoming a Net Zero building, the following features are planned (subject to financial feasibility, and geothermal study):

- a. Solar PV
- b. Solar thermal
- c. Geothermal
- d. LEDs
- e. VFDs (variable frequency drives)
- f. Batteries for storage, and frequency regulation (to help grid stabilization)
- g. Solar tubes
- h. R-45 roofing
- i. Low E windows with high thermal efficiency
- j. Use of local materials in construction
- k. Use of native plants, bio-swales, and rain gardens
- l. Green building certification
- m. Energy star appliances

This could become the first major commercial building in RI to get the Net Zero status.

ID	Task Name	Duration	Start	Finish	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4													
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
1	Woonsocket Timeline	995 days	Sun 1/1/17	Tue 10/22/19																									
2	Historic Certification by National Park Service	270 days	Sun 1/1/17	Wed 9/27/17																									
3	City Atty. Review of Contract	30 days	Thu 9/28/17	Fri 10/27/17																									
4	Feasibility Period	90 days	Sat 10/28/17	Thu 1/25/18																									
5	Governmental Approval Period	180 days	Fri 1/26/18	Tue 7/24/18																									
6	Financing Period	60 days	Wed 7/25/18	Sat 9/22/18																									
7	Closing	30 days	Sun 9/23/18	Mon 10/22/18																									
8	Construction	335 days	Tue 10/23/18	Tue 10/22/19																									

Project: Woonsocket Timeline
Date: Tue 10/18/16

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone

Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only

External Tasks
External Milestone
Deadline
Progress
Manual Progress

Construction and development experience of Hawthorne Development Corporation:

Hawthorne Development Corporation, and its predecessor company, Vilas Development Corporation, have been in the construction and development business for the past 30 years. During this period, the award winning firm of Hawthorne has built or rebuilt over 4 million sq. ft. of properties. 90% of Hawthorne's work during this period has been in rehabilitating, and renovating existing buildings, and turning them to productive uses in various neighborhoods. Thus, the firm's focus has, historically, been toward sustainable living, sustainable development, and sustainable construction. Some of the projects were national historic landmarks, and some were local historic landmarks. The mix of projects includes affordable ownership housing, affordable rental housing, market rate housing for rental and sale, high-rise construction, and sprawling suburban-style construction. The enclosed table covers the significant projects completed during the past several years. Also attached is the list of awards won by the firm for construction quality, design uniqueness, and use of innovative materials in construction.

While it is not possible to give details on all the construction projects completed, a snapshot of a few projects is provided here.

Historic Project Experience:

Michigan Avenue Lofts:



This 140 year old City of Chicago landmark building was originally the world headquarters of Standard Oil Company. Hawthorne converted this 600,000 sq. ft. high-rise office building into 267 condominium units, representing the largest historic renovation, and the largest office to residential conversion in the history of the city of Chicago. The renovation included new plumbing, electrical, HVAC, fire protection, vertical transportation, fire pumps, parking ramps, parking garages, hanging balconies, windows, roof, rooftop deck, double loaded units, and corridor, hardwood flooring, washers/dryers, range, refrigerator, microwave oven, dishwasher, washer/dryer, and granite tops among many others.

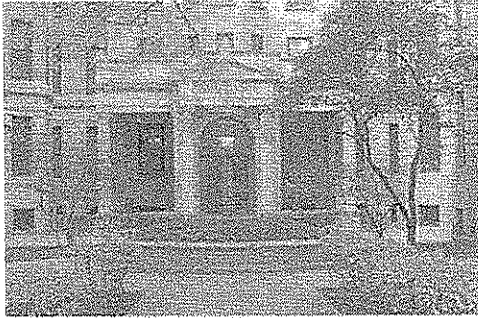
Project construction cost: \$60 million

Project market value: \$198 million

Total construction jobs: 600

The project won an unprecedented 10 awards for quality, design, construction innovation, and other areas. The most cherished award for this project was the Crystal Key award, which is given only to one developer per year in the city of Chicago. As a result of this project, the company was chosen as the 'City Developer of the Year', a prestigious award in the city of Chicago.

Commodore/Greenbrier condominiums:

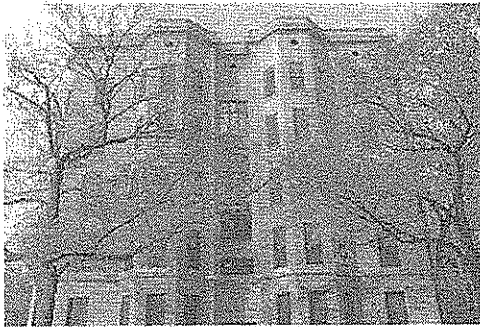


This national historic landmark building located in the beautiful Lakeview area of the city of Chicago, comprises of 183 condominium units. Each unit has washers/dryers, refrigerator, range, dishwasher, garbage disposal, hardwood flooring, and other features. The tile work in this building is a delight to the eye.

Project acquisition and construction cost: \$18 million

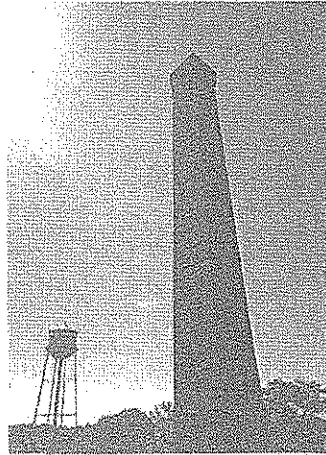
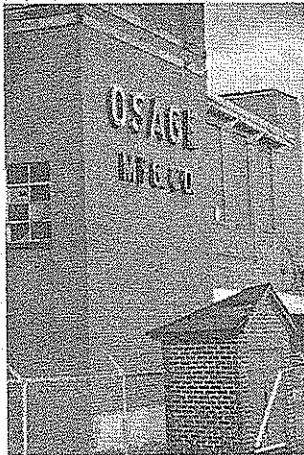
Project market value: \$40 million

Construction jobs: 50



Current historic project pipeline for Hawthorne Development Corporation:

Osage Mill, Bessemer City, North Carolina: This project involves the rehabilitation of a national



historic landmark, which is a shuttered textile mill. The 250,000 sq. ft. mill will be renovated into 175 residential units, and 30,000 sq. ft. of commercial space. The building will also be the first 'Net Zero' building of this size in Southern North Carolina. Using solar PV, solar thermal, and geothermal systems, the building is set to produce all the energy it needs at the site itself, thus setting a new milestone in sustainability when historic buildings are renovated. The renovation will involve site work, new roof, windows, corridors, unit walls, vertical transportation, party room, business

center, tot lot, pet park, swimming pool, rebuilding the original chimney, renovation of the original water tower, in-unit appliances, washers/dryers, and construction of a 400 unit parking facility, among others.

Total project cost: \$50 million

Construction employment: 200

Current status: Part II approval for the renovation for the building obtained from National Park Service. Awaiting bond approval by the state of NC. All zoning changes completed.

Special note: In all the projects during the company's history, Hawthorne acted as the General Contractor, sometimes with a carpentry and dry wall crew of its own, and at other times, subcontracting all the work.

Completed by partner, Guru:



Shoemaker Lofts: This \$40 m project had both residential and commercial components, and the renovation was completed to the National Park Service standards, and won the award for outstanding quality (copy of award attached).

Project size: \$40 million
Location: 3963 W. Belmont Avenue, Chicago
Size: 200,000 sq.ft.
Construction employment: 300



Chicago Spiegel National Landmark: Also, City of Chicago Landmark with Class L status. This 250,000 SF historic building was designed for mixed use. All renovation plans in compliance with NPS standards for historic preservation.
Project size: \$50 million
Awaiting funding closure

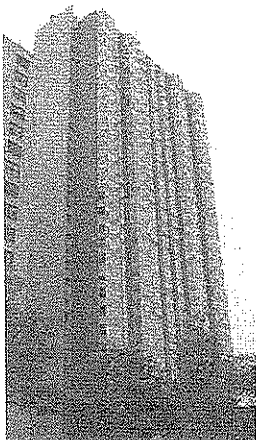
Current Pipeline for Guru:

City Of Peoria: Guru is a partner of Nahshon Development LLC which is currently planning and developing plans with an experienced team of professionals to do historic rehabilitation in the Historic Warehouse district in Peoria downtown. 160,000 sq.ft. in two warehouses buildings.

Project size: \$40 million
250 Residential rentals

City of Duluth: 100,000 sq.ft. \$12 million office/retail building to be rehabbed as a mixed use market residential and office/retail. Part 1 and part 2 applications are being filed for National Historic Landmark status.

OTHER PROJECT EXPERIENCE:



525 Hawthorne Place:

This 31 story high-rise building was renovated into 231 condominium units. Boasting of breathtaking views of Lake Michigan, this project involved completely new windows, lobbies, corridor walls, hardwood flooring, marble and granite in various areas of the building, both interior and exterior, elevator cab, laundry, swimming pool, pool deck of 1.3 acres, security system, rooftop deck, library, and much more.

Project acquisition and construction cost: \$28 million
Project market value: \$84 million
Construction jobs: 60

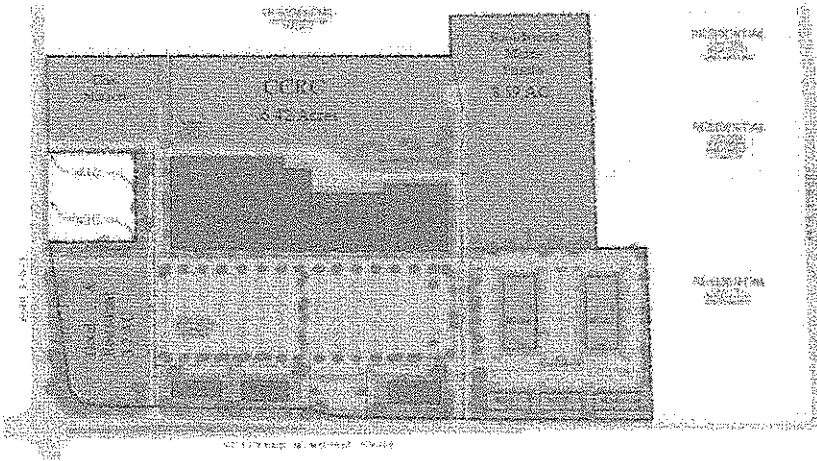
Raintree condominiums:



This golf course development comprises of 318 condominium units. This sprawling complex of 27 acres boasts of both 8 unit townhome style buildings as well as 4 story mid-rise units. The magnificent clubhouse features 2 swimming pools, pond with aerators, and other amenities. The units have great golf course views. This project was targeted for the senior market for home ownership.

Project acquisition and construction cost:
\$13 million
Project market value: \$36 million.
Construction jobs: 50

Hawthorne Wellness Campus, Mt. Vernon, IL:



This project involves new construction of 120 senior living units (assisted living, memory care, and independent living units), a 127 room Staybridge hotel, and an apartment complex of 175 units. With a goal toward sustainability, the project will feature geothermal, solar PV, and solar thermal, apart from LEDs, and VFDs, thus, making the complex a Net Zero complex.

Total project cost: \$82 million
Construction employment: 650

Serenity Campus, Lockport, IL:

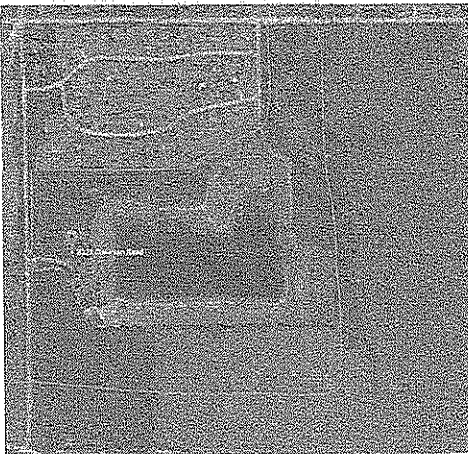


On this 200 acre parcel, is set to rise a brand new senior living facility, comprising of independent, assisted, and memory care living units, a total of 300 units. In addition, a senior apartment complex (with no services offered) of 200 units is to be built. The complex will boast of an additional 200 unit apartment complex, geared toward the working population. About 200 homes will be built for sale (carriage homes, townhomes, single family homes). Site engineering is in progress, and PUD approval is in place.

Total project cost: \$80 million

Construction employment: 400

Lakemoor, IL:



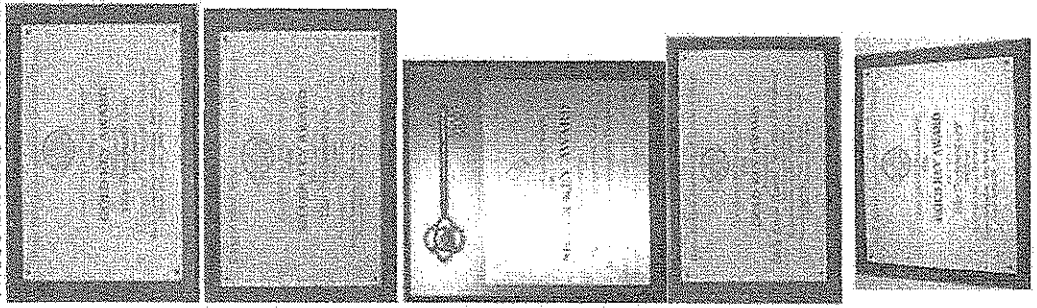
This 72 acre parcel, zoned for 975 units, is very close to the Baxter Pharmaceutical company, which employs over 6,500 people. A total of 5 high-rises is planned for the site.

Total project cost: \$90 million

Construction employment: 500

Awards and Honors for Historic Preservation Projects:

The Largest historic preservation project in the history of the city of Chicago, viz. Michigan Avenue Lofts, earned for us 10 awards in various categories. These awards are listed below:



Crystal Key Award	In recognition of Outstanding Design in Innovation and Creativity in New Home Construction for Single/Multi-Family Home Construction.	Michigan Avenue Lofts - Unit 204
Silver Key Award	In recognition of Outstanding Design in Architectural Design	Michigan Avenue Lofts - Unit 204
Silver Key Award	In recognition of Outstanding Design in Interior Merchandising	Michigan Avenue Lofts - Unit 204
Silver Key Award	In recognition of Outstanding Design in Architectural Design Multi-Family	Michigan Avenue Lofts - Unit 204
Silver Key Award	In recognition of Outstanding Design in Architectural Design Multi-Family	Michigan Avenue Lofts - Unit 201
Silver Key Award	In recognition of Outstanding Design in Interior Merchandising Multi-Family	Michigan Avenue Lofts - Unit 201
Silver Key Award	In recognition of Outstanding Design in Architectural Design Multi-Family	Michigan Avenue Lofts - Unit 201
City Developer of the Year	Chosen as the best developer in the City of Chicago	Chicago
Gold Key Award	In recognition of Outstanding Design in Remodeling/Conversion/Lofts	Michigan Avenue Lofts - Unit 201
Silver Key Award	In recognition of Outstanding /design in Remodeling/Conversion/Lofts	Michigan Avenue Lofts - Unit 204



City of Chicago
Office of the Mayor

2008 Chicago Landmark Award

for

Preservation Excellence – Adaptive Reuse and
Exterior Rehabilitation

Florsheim Shoe Company Building
3963 West Belmont



Richard M. Daley, Mayor
City of Chicago



David Mosena, Chairman
Commissioner on Landmarks

Hawthorne Companies Projects Track Record

Projects Completed

Description	No. Of Units	Project Type	Equity Invested \$m	Project Construction Cost \$m	Project Sales Value
Terrace Condominiums, Forest Park	123	Condominiums	\$ 850,000	\$ 4,200,000	\$ 8,800,000
Raintree, Glen Ellyn, IL	318	Condominiums	\$ 3,000,000	\$ 13,000,000	\$ 36,000,000
Commodore/Greenbrier, Lincoln Park, IL	183	Condominiums	\$ 2,200,000	\$ 9,500,000	\$ 27,000,000
222 E. Pearson St. Chicago	214	Condominiums	\$ 5,000,000	\$ 60,000,000	\$ 105,000,000
Medinah Terrace, Itasca, IL	230	Condominiums	\$ 650,000	\$ 3,300,000	\$ 15,000,000
Townhomes of Whispering Lakes, Lake Bluff, IL	123	Townhomes	\$ 900,000	\$ 10,000,000	\$ 32,000,000
910 S Michigan LP	267	Condominiums	\$ 5,000,000	\$ 60,000,000	\$ 198,000,000
LaGrange Apartments, Broadview, IL	24	Apartments	\$ 135,000	\$ 550,000	\$ 1,000,000
The Venue, Orlando, FL	306	Apartments	\$ 7,000,000	\$ 58,000,000	\$ 58,000,000
Medical Center Apartments, Broadview, IL	12	Apartments	\$ 65,000	\$ 330,000	\$ 650,000
Forest Glen apartments, LaGrange Park, IL	264	Apartments	\$ 2,300,000	\$ 500,000	\$ 6,700,000
LV Apartments, Broadview, IL	24	Apartments	\$ 120,000	\$ 840,000	\$ 1,500,000
Janda Apartments, Broadview, IL	12	Apartments	\$ 10,000	\$ 370,000	\$ 600,000
3410 North Lakeshore Drive, Chicago, IL	220	Condominiums	\$ 2,000,000	\$ 10,500,000	\$ 32,000,000
Bluff House, Jacksonville, FL	220	Condominiums	\$ 3,000,000	\$ 23,000,000	\$ 23,000,000
525 Hawthorne Place, Chicago, IL	231	Condominiums	\$ 1,000,000	\$ 28,000,000	\$ 84,000,000
Deer Run Condominiums, Oswego, IL	240	Condominiums	\$ 2,300,000	\$ 8,200,000	\$ 17,000,000
Anastasia Shores, St. Augustine Beach, FL	164	Condominiums	\$ 2,000,000	\$ 20,000,000	\$ 20,000,000
3334 W. Ainslie, Chicago	32	Apartments	\$ 135,000	\$ 500,000	\$ 800,000
2441 N. Talman, Chicago, IL	3	Apartments	\$ 60,000	\$ 60,000	\$ 200,000
Garden Glenn Apartments, Mt. Vernon, IL	150	Apartments	\$ 4,000,000	\$ 10,200,000	\$ 13,000,000
Total	3,360		\$ 41,725,000	\$ 321,050,000	\$ 680,250,000

Project Pipeline

Description	No. Of Units	Project Type	Equity Invested \$m	Project Construction Cost \$m	Project Sales Value
Hawthorne Senior Care, Mt. Vernon, IL	120	Senior Living	\$ 3,000,000	\$ 12,000,000	\$ 24,000,000
Hawthorne Hospitality, Mount Vernon, IL	120	Hotel	\$ 4,000,000	\$ 10,000,000	\$ 17,000,000
Hawthorne residences, Mount Vernon, IL	150	Apartments	\$ 5,000,000	\$ 18,000,000	\$ 23,000,000
Bessemer City, North Carolina	175	Apartments	\$ 30,000,000	\$ 50,000,000	\$ 60,000,000
Serenity Campus, Lockport, IL	900	Apartments/Homes	\$ 30,000,000	\$ 80,000,000	\$ 110,000,000
Hawthorne Wellness Campus Lakemoor, IL	975	Apartments/Homes	\$ 20,000,000	\$ 90,000,000	\$ 112,000,000
Total	2,440		\$ 92,000,000	\$ 260,000,000	\$ 346,000,000

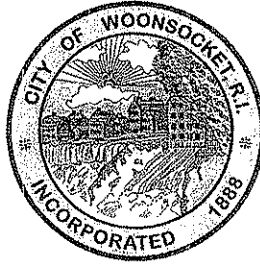
Grand Total

5,800

\$ 133,725,000

\$ 581,050,000

\$ 1,026,250,000



City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
 City Hall • 169 Main Street • Post Office Box B
 Woonsocket, Rhode Island 02895-4379

N. David Bouley
 Director

Telephone: (401) 767-9231
 Email:
 ndbouley@woonsocketri.org

November 2, 2016

The Honorable City Council
 Legislative Chambers
 Harris Hall • 169 Main Street
 Woonsocket, Rhode Island 02895

Subject: Grant Agreements • Cass Park Improvements – Phase IV – 16-R-157
Rhode Island Department of Environmental Management


Dear Councilors:

As you are aware, the City of Woonsocket received a Recreation Grant from the Rhode Island Department of Environmental Management for improvements to Cass Park in the amount of \$388,000. This grant has been awarded in response to an application by the City and includes a series of improvements which were outlined in the *Cass Park Master Plan*, that was created by the Administration of Mayor Lisa Baldelli-Hunt and approved by the Woonsocket Planning Board.

Consistent with previous such grants, the Department of Environmental Management will execute a Grant Agreement with the City ensuring the funding is available and that the regulations of RIDEM are observed.

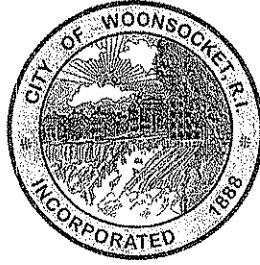
Additionally, as RIDEM will provide the grant funds involved on a reimbursement basis, it will be necessary for the Finance Director to advance monies from time to time to make necessary payments subject to eventual reimbursement by the State. This Resolution provides the authority necessary to undertake the smooth implementation of this program.

Sincerely,



N. David Bouley, Director

xc: Honorable Lisa Baldelli-Hunt, Mayor
 Michael J. Marcello, City Solicitor



City of Woonsocket, Rhode Island
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall • 169 Main Street • Post Office Box B
Woonsocket, Rhode Island 02895-4379

N. David Bouley
Director

Telephone: (401) 767-9231
Email:
ndbouley@woonsocketri.org

November 3, 2016

The Honorable City Council
Legislative Chambers • Harris Hall
169 Main Street
Woonsocket, Rhode Island 02895

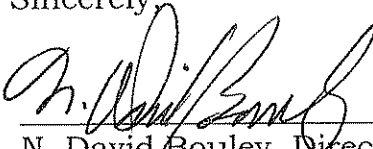
Subject: Request for Proposals • 16-R-158
Social Street School, Woonsocket, Rhode Island

Dear Councilors:

Recently, a potential developer has expressed interest in the acquisition and redevelopment of the Former Social Street School at 706 Social Street, Woonsocket.

Consistent with recently established policies, the Administration has submitted Resolution 16-R-158, authorizing us to move forward with a Request for Proposals to solicit responses from all interested party.

If you have any questions, please do not hesitate to contact me at any time.

Sincerely,

N. David Bouley, Director

xc: Honorable Lisa Baldelli-Hunt, Mayor
Michael J. Marcello, City Solicitor



CITY OF WOONSOCKET, RHODE ISLAND
LAW DEPARTMENT

November 7, 2016

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

RE:

Dear Members of the City Council:

Before you tonight is a request to approve a First Amendment to the PCS Lease. In 1998, the City entered into a lease agreement for the rental of space on one of the City's water towers, located at 2331 Diamond Hill Road. That lease was for an initial terms of five years with three additional five-year renewals.

Since the execution of that lease, T-Mobile Northeast LLC has become the successor in interest of the prior leaseholder and is interested in amending the lease to reflect their new ownership, as well as to renew the lease term which is set to expire.

In addition to the additional lease term, T-Mobile has agreed to increase its monthly rental from \$1,500.00 to \$2,500.00, for an annual sum of \$30,000, with a three percent (3%) escalator on the Effective Date. These lease terms are consistent with other lease terms previously negotiated on other tenant lease renewals when they have become due.

Therefore, it is my recommendation that the First Amendment to the PCS Lease be approved for execution. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael J. Marcello, Esq.
City Solicitor

MM/ps

cc: Christina Duarte, City Clerk

New

LIQUOR LICENSE APPLICATION

16 LC 31

CITY CLERK'S OFFICE
WOONSOCKET, RI 02895

DATE: 9/30/2016

ADVERTISING FEE: \$225.00 ✓
LICENSE FEE: \$

Tapas + Papas LLC
Name of Corporation or Individual)

Tapas + Papas
d/b/a, if any)

587 Willow Street Woonsocket, RI respectfully prays
Location of Establishment)

to hold a CLASS BL LIQUOR LICENSE to expire on DECEMBER 1, 2016.

✓ Phone Number: _____ ✓ Mail License to: 587 Willow Street
Woonsocket RI

MUST APPEAR IN CITY COUNCIL ON: _____, 20____
_____, 20____

X Ofelia Martinez
Signature of Applicant

Ofelia Martinez
Print Name

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

In City Council

In City Council
November 7, 2016

Read and ordered advertised.

Petition

Date Paid: 9/30/2016

Date Issued: _____

ck # 104 \$225.00

Board of License Commissioners

Application For License By Corporation

RETAILER CLASS:

A__ BH__ BM__ BT__ BV__ BL K C__ D__ DL__ E__ J__ T__ (2:00 a.m.__)

Name of Applicant (Corporation Name) Tapas + Papas LLC

D/B/A: _____

Address of Premise: 587 Willow Street, Woonsocket, RI

Incorporated in what State? Rhode Island Date of Incorporation: 9/1/2016

Name, Address and Telephone Number of all Officers:

President: Ata Ofelia Marlene Martinez

Vice President: None

Secretary: None

Treasurer: None

Name and Addresses of all Directors or Board Members:

Ofelia Marlene Martinez 7 Hillside Terrace, Acton, MA 01720

Classes of Stock:

(a) Amount of Each Authorized: _____

(b) Amount of Each Issued: _____

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

N/A

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

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

Does applicant own premises? Yes__ No <u>X</u>	Is property mortgaged? Yes__ No <u>X</u>	Is property leased? Yes <u>X</u> No__
--	--	---------------------------------------

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

Lessor - Expert Realty + Investment Property, 6 Francis Dr. Manville, RI

Lessee - Tapas + Papas LLC 587 Willow Street, Woonsocket

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

YES _____ NO If YES explain: _____

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

YES _____ NO If YES explain: _____

Is any Officer, board Member or Stockholder engaged in any manner as a Law Enforcement Officer? NO

If YES explain: _____

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

If YES explain: NO

Is Applicant the owner or operator of any other business? If YES explain: NO

State amount of capital in the business. _____

Does applicant have draft system? YES _____ NO

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

Opelia Martinez
Applicants Signature

9/07/2016
Date

Josemeire Martins Hoyland
Witness of Licensing Board or Notary Public

My Commission Expires Oct. 28, 2022
Date of Witness or Notary Expiration



JOSEMEIRE MARTINS HOYLAND
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 28, 2022

Instructions for Corporation Applicants

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

THE CALL
75 MAIN STREET
WOONSOCKET RI 02895

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 10/04/16 12:14 by cpell

Acct #: 2047

Ad #: 328758

Status: N

City Council

Woonsocket, RI

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

**APPLICATION FOR
CLASS BL LIQUOR
LICENSE**

TAPAS & PAPAS, LLC
d/b/a Tapas & Papas,
587 Willow Street

The Woonsocket City Council will hold a public hearing in Harris Hall, 169 Main Street on Monday, November 7, 2016 at 7:00 PM. All persons interested and wishing to be heard are invited to attend.

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

AGENDA FOR BOARD OF LICENSE COMMISSIONERS

NEW LICENSES

HOLIDAY

Li'l General #22, 601 Winter Street

RENEWAL LICENSES

1ST CLASS VICTUALING

Barbara's Place, 77 North Main Street
Burger King, 293 Social Street
Champ's Diner, 719 Front Street
D'Angelo's Sandwich Shop, 1396 Park Avenue
Dunkin Donuts, 308 Cumberland Street
Dunkin Donuts, 240 Social Street
Dunkin Donuts, 1338 Park Avenue
Honey Dew Donuts, 760 Cumberland Hill Road
J's Deli, 760 Cumberland Hill Road
Main Street Café, 85 Main Street
Moonlight Restaurant, 32 Rathbun Street
MVP Pizzeria, 840 Cumberland Hill Road
Pacific Asian Cuisine, 63 Cumberland Street
Patriots Diner, 65 Founders Way
Subway, 2000 Diamond Hill Road
Subway Shoppe, 483 Clinton Street
Sunrise Pizza & Creamery, 180 Social Street
Taco Bell, 1500 Diamond Hill Road

2ND CLASS VICTUALING

Community Café, 181 Cumberland Street
Cornerstone Deli, 191 Social Street
Krakow Deli Bakery Smokehouse, 855 Social Street



CITY OF WOONSOCKET
RHODE ISLAND

LEGISLATIVE DEPARTMENT
COUNCILMAN
DANIEL M. GENDRON

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

November 2, 2016

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

Delivered via email to cduarte@woonsocketri.org

RE: Agenda Items for November 7, 2016 Council Meeting

Dear Madam Clerk,

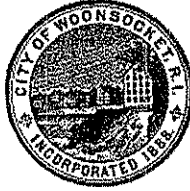
Please include this letter in the November 7, 2016 City Council meeting agenda and docket under Section 10, Communications and Petitions, as I would like to discuss the below noted items at the meeting.

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

1. Financial Reports / Financial Condition of the City
2. Tax Assessor
3. Interjurisdictional Agreements
4. Former Lowes and Wal-Mart Properties
5. Former Middle School, RFP

Thank you,

Daniel M. Gendron



**CITY OF WOONSOCKET, RHODE ISLAND
CITY COUNCIL**

Legislative Department

Garrett S. Mancieri

Councilman

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

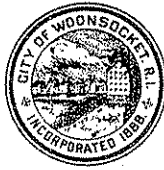
Madame Clerk,

Please include this communication at the next City Council meeting on November 7th, 2016 under section 10 for communications and petitions. I will be discussing the following items:

1. Question 6 - Rhode Island Green Economy Bond

Thank you,

Garrett S. Mancieri
City Council



*City of Woonsocket
Rhode Island*

CITY CLERK
P.O. BOX B
169 MAIN STREET
401-762-6400
FAX: 401-765-0022

LEGISLATIVE DEPARTMENT
CITY COUNCIL
CITY CLERK
PROBATE COURT

Albert G. Brien, Vice President
Woonsocket City Council

November 3, 2016

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

Re: November 7, 2016 City Council Meeting

Dear Madame Clerk,

I respectfully request that the following items be listed on the agenda of the above referenced City Council meeting under Section 10, Communications and Petitions:

1. "Blight" / Acquisition-Relocation.
2. Cumberland Interconnect Restoration.
3. Knollwood Drive Sewer Back-up / Veolia.
4. Summer Student Improvement Program.
5. Board of Canvassers.
6. 2016 Inauguration.

Respectfully,

Albert G. Brien, Vice President
Woonsocket City Council

/agb



CH2M

11 Cumberland Hill Rd

Woonsocket RI 02895

Tel 401.358.1468

Fax 401.358.1478

November 1, 2016

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

Subject: October 2016 Odor Report

Dear Councilors,

There were four odor complaints filed with the Woonsocket Regional Wastewater Commission during the month of October 2016.

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

I've attached graphs of monthly odor complaints received since January of 2013 and yearly complaints received since 2008.

If you have any questions or require additional information, please call me at 401.358.1468.

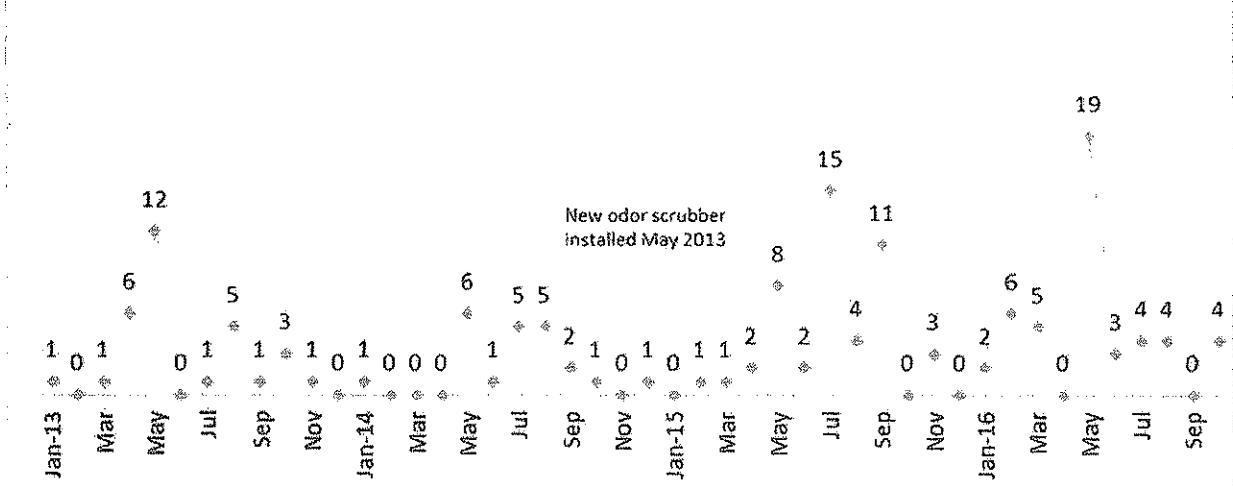
Respectfully,

Jim Lauzon
CH2M Project Manager

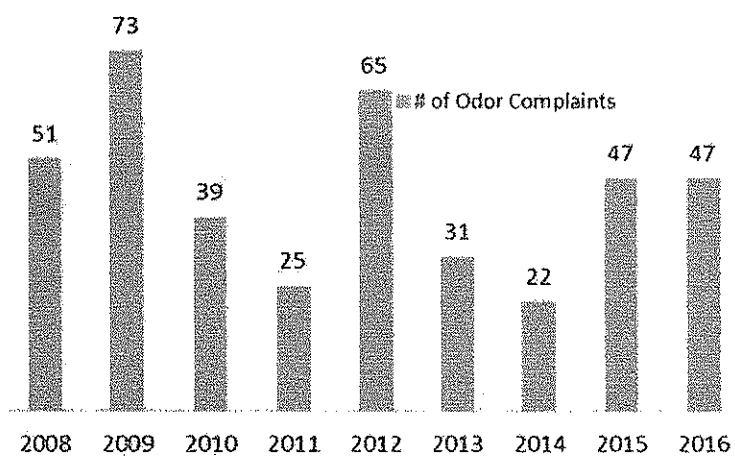
cc: Steve D'Agostino, City of Woonsocket
Adel Banoub, City of Woonsocket
City Councilor Garrett Mancieri
Christina Duarte, City of Woonsocket
Kevin Handley, Synagro Plant Manager
Alex Pinto, RIDEM, Office of Water Resources
Ted Burns, RIDEM, Office of Air Resources
Chris John, RIDEM Office of Compliance
Laurie Toscano, Weston & Sampson
Kevin Dahl, CH2M
File

Att: Monthly and Yearly odor complaint graphs
October 2016 odor complaint report

Woonsocket Odor Complaints by Month



Woonsocket Odor Complaints by Year



Odor Complaint Monthly Completed Work Order Summary-WOO



Odor Complaint Monthly Completed Work Order

Summary-WOO

Sent: 10/24/2016 1:28 AM

Report Criteria

Complete is between '10/1/2016' AND '10/31/2016'

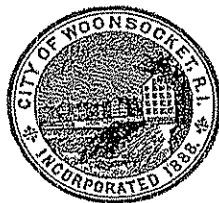
Repair Center is Woonsocket

Problem is Odor Complaint, Odor Complaints or Odor Complaints

Date/Time of Complaint	Work Order #	Customer Name	Day	Address	Reason	Labor Report	Wind Direction	Wind Speed	Temperature
UDF Field 6: 10/13/2016									
10/13/2016 8:47:00 AM	WOO-1007288	Ray Bruneault	Thursday	375 Cumberland Hill Rd.	Odor is unbelievable. Could you do something about it?	CH2M - Checked all scrubbers, took Jerome meter readings throughout the facility. 0 ppm Hydrogen Sulfide readings. No odors at screenings dumpster.	E	3 mph, gusts 22	70 deg F
UDF Field 6: 10/16/2016									
10/16/2016 9:20:00 AM	WOO-1007292	Joe Brillon	Sunday	392 Cumberland Hill Rd.	Smells like dry sludge cake	CH2M - Checked all scrubbers and screenings dumpster, no smells.	W	3 mph, gusts 22	67 deg F
UDF Field 6: 10/18/2016									
10/18/2016 12:20:00 PM	WOO-1008322	Frank Mancieri	Tuesday	372 Congress St.	Smells right now when I got closer to the plant. When I got to where the old incinerator was, there was a very strong odor coming from the main plant.	CH2M - Inspected facility, especially the primaries, head works and solids container. Took Jerome meter readings at the primaries and Synagro, nothing measurable detected.	E	1 mph, gusts 18	80 deg F
UDF Field 6: 10/19/2016									
10/19/2016 11:45:00 AM	WOO-1008329	Lori Scullen	Wednesday	366 Aylsworth Ave.	It stinks	CH2M - Inspected facility, took Jerome meter readings with no measurable recording. Confirmed scrubber operations. Deodorized dumpster area. Synagro - Inspected facilities, no unusual odors.	NW	9 mph, gusts 21	78 deg F

City of Woonsocket

Rhode Island



Ordinance

Chapter

August 30th, A.D. 2016.

OMNIBUS CHANGES TO LICENSES AND PERMIT FEES

- WHEREAS,** the City of Woonsocket has stated that it wishes to be open to businesses and promote economic opportunities throughout the City; and
- WHEREAS,** the Council formed a sub-committee to study several issues regarding business friendliness which includes fees for all city licenses and permits; and
- WHEREAS,** those recommendations were forwarded to the City Council in February of 2016 and subsequently to the legal department for their review; and
- WHEREAS,** the Woonsocket City Council supports making various changes to license and permit fees, as the financial condition of the City improves over time, to make the City a more attractive and successful place for our local businesses.

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

- Section 1.** Under Chapter 13, Section 2 "Fee Schedule" of the Woonsocket Code of Ordinances, Article 3.1 shall be amended as the following:

Class	Term	Date Due or Issued	Fee
Auction	1 day	On application	\$ 2.00 per day
Automobile Junkyard	1 year	May 1-April 1	100.00
Bingo	1 day 1 year	On application Dec. 31	5.00 per day 50.00 per year
Boiler Operator license and Stationary Engineer (must pass test)	1 year	Sept. 30	100.00
Renewal	1 year	Sept. 30	25.00
Bowling Alley	1 year	April 1	15.00 \$5.00 per alley
Circus	Each	Dec. 31	2.00
Closing-Out Sale	60 days	On application	100.00
Dog Licenses	1 year	May 1	5.00
Employment Office	1 year	August 31	5.00
Entertainment			
(a) Dancing Daily	1 day	Upon approval by the city council	10.00 5.00
(b) Dancing Quarterly	3 months	Upon approval by the city council	125.00 50.00
(c) Carnival/Circus	1 day	Upon approval by the city council	20.00 per day
(d) Circus	Each	-	4.00 per day
(e) Dog show	Each	-	4.00 per day
(f) Fireworks	Each	-	4.00 per day \$25.00 per day
(g) Talent show	Each	-	4.00 per day

Annual Inspections

- (a) Drainage Connection in City System \$100.00
(b) Private Detention Basins, Gallies, and Underground Storm Water System \$100.00

Excavation Permits

- (a) Driveway apron (asphalt) - On application \$25.00
(b) Driveway apron (concrete) - On application 40.00
(c) Water service - On application 10.00 plus \$2.60/linear ft.
(d) Sewer connection - On application 10.00 plus \$2.60/linear ft.
(e) Storm drain connection - On application 30.00
(f) Gas service - On application 30.00
(g) Utility pole - On application 30.00
(h) Water main extension - On application 10.00 plus \$5.00/linear ft.
(i) Sewer main extension - On application 10.00 plus \$5.00/linear ft.
(j) Storm drain extension on Private Property - On application 10.00 plus \$2.60/linear ft.

(k) Storm drain extension in the Public Right of Way -	On application	10.00 plus \$5.00/linear ft.	
(l) Gas main extension -	On application	10.00 plus \$0.40/linear ft.	
(m) Underground electrical or telephone -		On application	10.00 plus \$0.40/linear ft.
(n) Water Repair -	On application	50.00	
(o) Sewer Repair -	On application	50.00	
(p) Storm Drainage Repair -	On application	50.00	
(q) Detention Basin, Gallies, Underground Storm Water System (not less than \$30.00)	On application	0.15 per sq. ft	
Permit to Occupy Right-of-Way -		On application	5.00
Permit to Occupy Right-of-Way,			
(a) A-Frame signs	1 year	On application	120.00
(b) Erect a Sign or Utility Pole	1 year	On application	30.00
(c) Service a Sign or Utility Pole	1 year	On application	15.00
(d) Paint or Repair a Building	1 year	On application	15.00
(e) Temporary Dumpster	1 year	On application	15.00
Explosives	1 year	Dec. 31	2.00
Fingerprinting-	On application	10.00	
Garage Sales, Yard Sales, Flea Markets	1 day	On application	10.00 per day
Hotel			
(a) Class A up to 4 rooms	1 year	Upon application	30.00 per year
(b) Class B up to 8 rooms	1 year	Upon application	35.00
(c) Class C up to 14 rooms	1 year	Upon application	45.00
(d) Class D 15 or more rooms	1 year	Upon application	70.00
Rooming House			
(a) Class A up to 4 bedrooms	1 year	Dec. 1	30.00 per year
(b) Class B up to 8 bedrooms	1 year	Dec. 1	35.00
(c) Class C 9 or more bedrooms	1 year	Dec. 1	45.00
Community residence			
(a) Class A up to 4 bedrooms	1 year	Dec. 1	30.00 per year
(b) Class B up to 8 bedrooms	1 year	Upon application	35.00
(c) Class C 9 or more bedrooms	1 year	Upon application	45.00
Jukebox	1 year	Sept. 1 Dec. 1	25.00
Amusement Coin-Operated Machines (City council approval)	1 year	Sept. 1 Dec. 1	\$50.00 each
Kennel	1 year	April 1	10.00
Laundry (and/or dry cleaner)	1 year	July 1	15.00 per year
Liquor	Bond requirement re-pealed as per state law		
(a) Class A	1 year	Dec. 1	500.00
(b) Class BT	1 year	Dec. 1	900.00
(c) Class BV	1 year	Dec. 1	1000.00 per year
(d) Class BL	1 year	Dec. 1	200.00
(e) Class C	1 year	Dec. 1	600.00 per year
(f) Class D	1 year	Dec. 1	400.00 per year

(g) Class DL	1 year	Dec. 1	100.00
(h) Class E	1 year	Dec. 1	10.00
(i) Class F	(1 day)	-	15.00 per day
Class F1	-	-	35.00
Transfers (All other)	-	As applied for	2.00
Motion Picture Operator —(Approved by fire chief)	1 year	July 1	2.00
Outboard Motor	-	On application	0.50
Pawnbroker (\$2,000.00 bond each city)	1 year	April 30 April 1	50.00
Peddler	1 year	On application April 1	300.00
Permit to Sell Revolvers	1 year	On application April 1	5.00
Police Constable (with power to carry pistol)	1 year	Dec. 31	20.00 per year
Police Constable (without power)	1 year	Dec. 31	15.00 per year
Pool or Billiard Table	1 year	April 1 Dec. 1	25.00 each table (total not to exceed \$200.00)
Possessing Explosives	1 year	Dec. 31	2.00
Private Detective or Agency (\$5,000.00 bond required)	1 year	Aug. 12	150.00
Secondhand Dealer - Auto	1 year	May 1 April 1	100.00
Secondhand Dealer - Merchandise	1 year	April 1	50.00
Skating Rink	Monthly	On application	10.00
Soliciting Permit	Monthly	On application	10.00
Solicitor	1 year	Upon approval of police chief	15.00
Sound Truck or Hawkers - Permit		On application	5.00
Holiday Sales	1 year	Upon approval of the city council April 1	50.00
Holiday Sales	1 day	Upon approval of the city council	10.00
Theater and Motion Picture Shows	year	Jan. 1 (in advance annually)	500.00 for first screen and 100.00 per screen for each additional screen at same location
Victualing House			
(a) First class (Sunday sales allowed)	1 year	Dec. 1	50.00
(b) Second class (No Sunday allowed)	1 year sales allowed)	Dec. 1	25.00
Victualing House	1 day	On application	10.00

Section 2. This Ordinance shall take effect on December 1st, 2016.

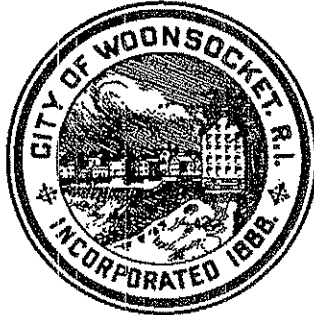
Garrett S. Mancieri

IN CITY COUNCIL September 6, 2016 - Read by title and tabled.

IN CITY COUNCIL October 17, 2016 - Removed from the table, read by title, amended and passed for the first time.

Amendments: Eliminate yearly Bingo license, Daily Entertainment license to remain at \$10.00 and assess the Theater and Motion Picture Shows to \$100.00 per screen annually.

City of Woonsocket Rhode Island



October 4 2016

Ordinance

AUTHORIZING THE SALE OF A PORTION OF LOT 88 ON WOONSOCKET ASSESSOR'S PLAT 57 TO BRYAN J. & SYLVIA A. RICHARDS

Chapter

WHEREAS, the City of Woonsocket is the owner of property at Woonsocket Assessor's Plat 57, lot 88 off Patton Road, containing 6.0500 acres of land; and

WHEREAS, Bryan & Sylvia Richards are the owners of property at Woonsocket Assessor's Plat 57, lot 61, at 234 Patton Road, containing 9,987 square feet of land was purchased by the Richards as Tenants in their Entirety on 26 January 1994; said City-owned land adjoining lot 61 on Assessor's Plat 57; and which contained an in-ground swimming pool; and

WHEREAS, it was recently discovered by employees of the Woonsocket Department of Public Works that such in-ground swimming pool is partially situated on said City-owned lot 88 on Assessor's Plat 57; and

WHEREAS, it is desirable that such portion of lot 88 on Assessor's Plat 57, containing a portion of the in-ground swimming pool, should be conveyed to the abutting property owner whom it serves, consistent with the requirements of the Woonsocket Zoning Ordinance and good planning and land use practices.

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

SECTION 1. That Mayor Lisa Baldelli-Hunt be, and she hereby is, empowered and authorized to convey to Bryan J & Sylvia J. Richards that portion of Woonsocket Assessor's Plat 57, lot 88 shown on the attached exhibit "A" and described on attached exhibit "B" containing four thousand one hundred and thirty-three square feet (4,833 sf.) for the sum of one thousand dollars and no cents (\$1,000.00).

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

Robert R. Moreau
City Council President
By request of the Administration

IN CITY COUNCIL October 17, 2016 - Read by title and passed for the first time.

EXHIBIT B

NATIONAL
Land Surveyors-Developers, Inc.

DEED DESCRIPTION OF PORTION OF MAP B7 LOT 57-88
TO BE TRANSFERRED TO MAP B7 LOT 57-61

Beginning at a point on the division line separating land n/f Jeannette C. Beauregard and land n/f Brian J. and Sylvia Richards. Said point being 89.54 feet when measured at a bearing of N80° 08' 55"E along the said division line separating said Beauregard and Richards lands from the most northeasterly street line of Patton Road. Said point and place of beginning also being the most northwesterly corner of the parcel herein described.

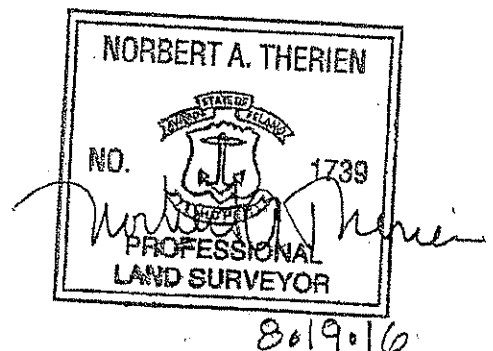
THENCE N80° 08' 55"E running along land of said Jeannette C. Beauregard a distance of 10.44 feet to the most easterly corner of said Beauregard land.

THENCE S47° 30' 06"E running along the proposed new boundary line and following land n/f the City of Woonsocket a distance of 89.68 feet to the most northerly line of land n/f Jose L. and Fernanda P. Gaspar.

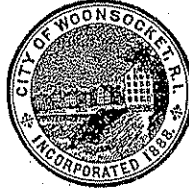
THENCE S40 42' 14"W running along said Gaspar land a distance of 92.72 feet to a common corner of land n/f said Gaspar and land n/f Philippe J. Jacques Jr. and land n/f Ernest J. Rochefort and the most southeasterly corner of said Richards land.

THENCE N07 02' 24"W following a property line to be abandoned originally separating land of said Richards and land of said City of Woonsocket a distance of 130.06 feet to the point and place of beginning.

CONTAINING: 4,833 SQUARE FEET
0.1110 ACRES



City of Woonsocket
Rhode Island



October 17, A.D. 2016

Ordinance

Chapter

**AMENDING CHAPTER 15 ENTITLED, "PARKS AND RECREATION"
OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET**

- WHEREAS,** the City of Woonsocket has adopted a policy to ban smoking in public parks to protect the general health and safety of its residents and visitors; and
- WHEREAS,** the World War II Veteran Memorial Park was recently acquired by the City; and
- WHEREAS,** both smoking and vaping activities use tobacco products, which pose significant health and safety issues especially children.

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

SECTION 1. That Section 15-1 entitled, "Smoking in public parks or recreation areas prohibited" of Chapter 15, entitled, "Parks and Recreation" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:

(a) Smoking and vaping, which is the use of any electronic device that delivers nicotine or other substance to the person inhaling from the device, including but not limited to, an electronic cigarette, cigar, pipe, or hookah are prohibited at all City-owned athletic fields, playgrounds, parks and outdoor recreation facilities, including but not limited to, Cass Park, Globe Park, Dunn Park, Costa Park, Cold Spring Park, Bernon Park, Kendrick Playground, Phyllis Thomas Park, River's Edge Complex, River Island Park, Soucy Falls, Bouley Field, Menard Park, Ayotte Field, Hartnett Field, Dionne Track and Renaud Field.

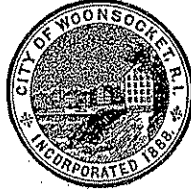
SECTION 2. This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Garrett S. Mancieri
City Council

IN CITY COUNCIL October 17, 2016 - Read by title, amended and passed for the first time as amended.

AMENDMENT: In Section 1(a) after "City-owned" insert "parks" and delete "parks" after "playgrounds,".

City of Woonsocket
Rhode Island



October 17, A.D. 2016

Ordinance

Chapter

**AUTHORIZING THE PUBLIC SAFETY DEPARTMENT OF THE
CITY OF WOONSOCKET TO BYPASS COMPETITIVE BIDDING
FOR PURCHASE OF TWENTY X26P TASERS**

- WHEREAS,** the Public Safety Department is in need of twenty (20) X26P Tasers; and
- WHEREAS,** Taser International is a sole manufacturer for Taser brand conducted electrical weapons as documented in Exhibit A; and
- WHEREAS,** the Public Safety Department will be using funds in the Restricted 2013 Federal JAG Grant and Federal Forfeiture Funds as documented in the attached budget impact statement.

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

- SECTION 1.** That the requirements of competitive bidding as set forth in Chapter VII, Section 3 of the Woonsocket Home Rule Charter are hereby waived.
- SECTION 2.** That the Public Safety Department is authorized to purchase twenty (20) X26P Tasers in amount not to exceed \$21,178 from Taser International.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert R. Moreau
By Request of the Administration



Woonsocket Police Department

242 Clinton St. • Woonsocket, Rhode Island 02895-3276
401-766-1212 • Fax 401-766-8897 • Emergencies 401-769-1111 • www.woonsocketpolice.com

**Woonsocket
Budget
Commission**

Memo

To: Christine Chamberland, Finance Director
From: Woonsocket Police Department; Chief Thomas F. Oates III
CC: Mayor Baldelli-Hunt; Jessica Desrochers; Cindy Russell
Date: September 23, 2016
Re: TASER's

Summary

The Woonsocket Police Department will be purchasing twenty (20) Taser X26P's, Using TASER International as a "Sole Source" vendor.

Background and Explanation

The Taser is a "less than lethal" use of force option for Police Officers. Currently the Department has five (5) Taser's that are operational, which are shared by Officers. These Taser's are older models and the department is looking to upgrade. With the purchase of twenty (20) Taser's we can assign Taser's to individual Officer's.

Budgetary Impact

Expenditures	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Restricted Fund #0010968141	2013 JAG Grant \$6,504.33				
Restricted Fund #1918032211	Federal Forfeiture \$14,673.40				
General Fund					
Other Funds					

Exhibit A



Woonsocket Police Department

242 Clinton St. • Woonsocket, Rhode Island 02895-3276
401-766-1212 • Fax 401-766-8897 • Emergencies 401-769-1111 • www.woonsocketpolice.com

To: Christine Chamberland
Director of Finance

From: Todd Boisvert
Captain of Operations

Re: Taser Purchase

Dear Director Chamberland,

The Woonsocket Police Department is requesting to purchase twenty (20) X26P Tasers. Taser is the sole manufacturer of the X26P Taser. Attached to this memo, please find a sole source letter from Taser.

Our funding sources for this project are:

- \$6504.03 1 999-900-50-50178 (FY 2013 Federal JAG Grant)
- \$14673.40 ... 1 324-800-50-50178 (Federal Drug Forfeiture Account)

As you can see, this project is at no cost to the City, and is completely funded thru Federal money.

Thank you for your attention to this matter.

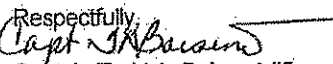
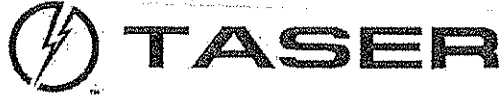
Respectfully,

Captain Todd A. Boisvert #5
Operations Commander
Woonsocket Police Department
242 Clinton Street
Woonsocket, R.I. 02895
tboisvert@woonsocketri.org
(401)767-8832

Exhibit A



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 4, 2016

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for TASER International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. TASER is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia. TASER is also the sole developer and offeror of the Evidence.com data management services.¹

TASER CEW Descriptions

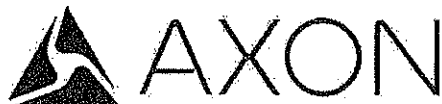
X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

¹ Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:

- Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
 10. TASER Simulation Suit II Model 44550

TASER Digital Evidence Solution Description

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to seven-minute pre- and post-event buffering period
- Upload to Evidence.com services

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)

- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Axon Dock 2

- For use with the Axon Body 2 camera
- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assist with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing

- concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips; search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body 2 Camera Model: 74001
2. Axon Fleet Camera Model: 74001
3. Axon Signal Unit Model: 70112

4. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
5. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VECRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
6. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
7. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
8. Axon Flex Controllers:
 - Axon Flex Controller Model: 73001
 - Axon Flex Controller with Axon Signal Technology Model: 70115
9. Axon Flex USB Sync Cable/Wall Charger Model: 73004
10. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
11. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
12. Axon Flex Cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex and Axon Body Model: 70023
- Axon Dock – 6-Bay and Core for Axon Flex and Axon Body Model: 70026
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Individual Bay for Axon Flex and Axon Body Model: 70028
- Wall Mount Bracket Assembly for Axon Flex and Axon Body Model: 70033
- Axon Dock 2 – Individual Bay and Core for Axon Body 2 Model 74009
- Axon Dock 2 – 6-Bay and Core for Axon Body 2 Model 74008
- Individual Bay for Axon Body 2 Model: 74011

TASER Product Packages

1. Officer Safety Plan: includes a GEV, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

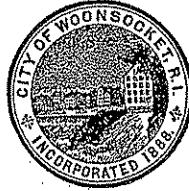


Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

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▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Fleet, Axon Flex, Axon Interview, Axon Signal, Axon View, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER, and Ⓢ are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taser.com/legal. All rights reserved. © 2016 TASER International, Inc.

City of Woonsocket
Rhode Island



October 17, A.D. 2016

Ordinance

Chapter

**AMENDING CHAPTER 13 ENTITLED, "LICENSES AND PERMITS"
OF THE CODE OF ORDINANCES, CITY OF WOONSOCKET**

WHEREAS, Cigarette smoking is dangerous to human health. Scientific evidence exists that the use of tobacco products causes cancer, heart disease and other medical disorders; and

WHEREAS, The Surgeon General of the United States of America has declared that nicotine addiction from tobacco is the most widespread example of drug addiction in this country. The National Institute of Drug Abuse concluded that the majority of the 320,000 Americans who die each year from cigarette smoking became addicted to nicotine as adolescents; and

WHEREAS, The Rhode Island General Assembly declared that the use of tobacco by Rhode Island children is a health and substance abuse problem of the utmost severity. State Tobacco retailers illegally sell over 900,000 packs of tobacco products to children annually, which equals 2,500 packs a day. According the Center for Disease Control (CDC), the smoking-related direct medical cost in the state has climbed to over \$186,000,000.00. This a health and economic drain created by each new generation of children who begin using tobacco products and become addicted to nicotine; and

WHEREAS, The City Council has the responsibility and authority to regulate, conduct and legislate on matters of local concern affecting public health, safety and welfare. Sitting as the board of license commissioners, the Council has the authority to issue, suspend or revoke tobacco licenses when violations are presented to them.

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

SECTION 1. That Section 13-3 entitled, "Fee Schedule" of Chapter 13, entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket is hereby amended by adding the following section:

Class: Tobacco Product License

Term: 1 year

Date due or issued: February 1st

Fee: \$120.00

SECTION 2. That Section 13-13 entitled, "Tobacco Product License" of Chapter 13, entitled, "Licenses and Permits" of the Code of Ordinances, City of Woonsocket is hereby amended by adding the following section:

SECTION 3. Definitions.

Board of licenses means the Woonsocket City Council sitting as the Board of License Commissioners.

Characterizing flavor means a distinguishable taste or aroma, other than the taste or aroma of tobacco, menthol, mint or winter green imparted either prior to or during consumption of a tobacco product or component part thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that no tobacco product shall be determined to have characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

Cigar means any roll of tobacco other than Cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than four pounds per thousand.

Cigarette means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco, and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in clause (1) of this definition.

Component part means any element of a tobacco product, including, but not limited to, the tobacco, filter, and paper, but not including any constituent.

Constituent means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, which is added by the manufacturer to a tobacco product during the processing, manufacture or packing of the tobacco product. Such term shall include a smoke constituent.

Consumer means a person who purchases a tobacco product for consumption and not for sale to another.

Coupon means any voucher, rebate, card, paper, note, form statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

Distinguishable means perceivable by an ordinary consumer by either the sense of smell or taste.

Flavored tobacco product means any tobacco product, other than a cigarette, that contains a constituent that imparts a characterizing flavor.

Full retail price means the higher of the price listed for a tobacco product on its packaging or the price listed on any related shelving, posting, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price, and before the application of any discounts or coupons.

Little cigar means any roll of tobacco other than a Cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than four pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as "small cigar" or "little cigar."

Non-cigarette tobacco product means a tobacco product that is not a cigarette.

Package or packaging means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

Person means any natural person, partnership, firm, joint stock company, corporation, or employee thereof, or other legal entity.

Sale or sell means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

Smoke constituent means any chemical or chemical compound in mainstream or sidestream tobacco product smoke that either transfers from any component of the tobacco product to the smoke or that is formed by the combustion or heating of tobacco, additives, or other component of the tobacco product.

Tobacco product means: (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoke, heated, chewed, absorbed, dissolved,

snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; and (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Notwithstanding any provision of clauses (1) and (2) in this definition to the contrary, tobacco product includes any component, part, or accessory of a tobacco product, whether or not sold separately; tobacco product does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes whether such product is marketed and sold solely for such an approved purpose.

Vending machine means any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses tobacco products.

SECTION 4. License Required.

It shall be unlawful to sell or to possess with the intention of selling tobacco products within the City without having first obtained a tobacco dealer's license pursuant to this article. Such license shall be in addition to any other license required by state and/or federal law. A tobacco dealer's license is valid for one person at one location and may not be transferred from one person to another or from one location to another. Failure to obtain and maintain a valid license shall result in a fine of Five Hundred Dollars (\$500.00). The fee for the tobacco dealer's license shall be One Hundred and Twenty Dollars (\$120.00) per year. All licenses granted under the provisions of this article shall be displayed in a conspicuous place within the business so licensed.

SECTION 5. License Eligibility.

Licenses shall only be granted to authorize the sale of tobacco products within the City at a fixed location. For example, the sale of tobacco products by persons on foot or from vehicles is prohibited.

SECTION 6. License application; term.

Application for a license shall be submitted to the board of licensees together with an application fee of One Hundred Dollars (\$100.00). A tobacco dealer's license shall be effective through the thirty-first (31st) day of December of the calendar year for which it is issued. No license shall be granted without proof that the applicant has obtained all necessary state licenses for the sale of tobacco products.

SECTION 7. Requirements and prohibitions applicable to licensees.

(a) No licensee, or employee or agent of such licensee, shall sell or possess with the intention of selling a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.

(b) Display of price. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to clearly indicate the price of the product.

(c) Packaging and labeling. No licensee, or employee or agent of such licensee, shall sell any tobacco product unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.

(d) Prohibition of tobacco coupons and discounts. No licensee, or employee or agent of such licensee, shall:

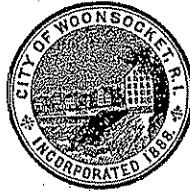
1. Accept or redeem, or offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any coupon that provides any tobacco product to a consumer without charge or for less than the full retail price;

2. Sell any tobacco product to a consumer through a multiple-package discount (e.g. "buy-two-get-one-free") or otherwise provide any tobacco product to a consumer for less than the full retail price in exchange for the purchase of any other tobacco product;

3. Provide any free or discounted item to a consumer in exchange for the purchase of any tobacco product.

(e) Sale of flavored tobacco products prohibited. No licensee, or employee or agent of such licensee, shall sell any flavored tobacco product to a consumer. A non-cigarette tobacco product is presumed to be a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees has: (1) made a public statement or claim that the non-cigarette tobacco product has or produces a characterizing flavor, including, but not limited to, text and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate information about the flavor, taste, or aroma of a non-cigarette tobacco product; or (2) taken action directed to consumers that would be reasonably expected to result in consumers believing that the non-cigarette tobacco product imparts a characterizing flavor. Each licensee

City of Woonsocket
Rhode Island



September 14, A.D. 2016

Ordinance
Chapter

**ORDINANCE PROVIDING FOR THE TRANSFER OF FUNDS FROM
BLIGHTED BUILDINGS TO MOTOR VEHICLE TAX REFUND ACCOUNT,
ALONG WITH REFUNDS TO BE PROVIDED TO MOTOR VEHICLE
OWNERS PURSUANT TO PROMISES BY THE MAYOR TO PROVIDE A
'REDUCED TAX BURDEN' FOR MOTOR VEHICLE OWNERS**

- WHEREAS,** the City's FY 2016 Motor Vehicle Tax Levy was approximately \$7,800,000; and
- WHEREAS,** the Motor Vehicle Tax Levy for FY 2017 increased approximately \$1,000,000 (~13%) to approximately \$8,799,000; and
- WHEREAS,** the majority of the approximate \$1,000,000 year-over-year increase in the levy was due to the fact that the Administration implemented a change in the methodology in which the net assessed value of motor vehicles was determined; and
- WHEREAS,** if the Administration had not implemented a change in the methodology of assessing the net values of motor vehicles, but instead used the same methodology, including the same exemption amount, in FY 2017 as was used in FY 2016 (i.e. had they applied the same depreciation / hold-harmless factors and the same \$500 exemption for FY 2017 that were used in FY 2016), the FY 2017 Motor Vehicle Tax Levy would have been approximately \$8,072,000 which is approximately **\$727,000 less** than the actual FY 2017 Motor Vehicle Levy; and
- WHEREAS,** the Administration failed to communicate to and collaborate with the City Council during the development of the FY 2017 budget with respect to the changes the Administration made to the motor vehicle assessment process, thus precluding the Council from being able to implement changes during the budget proceedings that would have mitigated the impact of the change in the assessment process; and
- WHEREAS,** Mayor Baldelli-Hunt stated in her FY 2017 Budget request to the Council that "*Vehicle owners will benefit by a reduced tax burden*"; and
- WHEREAS,** Mayor Baldelli-Hunt claimed in her June 29, 2016 press release announcing her re-election bid that the FY 2017 Budget was "*providing a tax break for motor vehicles owners*"; and

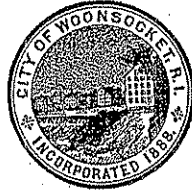
- WHEREAS, economic development is a key objective for both the Mayor and the Council; and
- WHEREAS, it is critically important to the City's economic development aspirations that existing and future taxpayers / investors are able to have confidence in proclamations and promises made by City officials; and
- WHEREAS, in order to follow through on the promises of a "reduced tax burden" for motor vehicle owners; and
- WHEREAS, starting in FY 2015, the City has allocated \$1,540,000 of taxpayer funds to "Blight Removal" comprised as follows: \$75,000 via Ordinance 15-O-19; \$475,000 via Ordinance 15-O-24; \$500,000 via Ordinance 16-O-58 and \$490,000 via the FY 2017 Budget appropriation; and
- WHEREAS, less than \$300,000 has actually been spent on Blight Removal, leaving approximately \$1,240,000 available for reallocation to other purposes.

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

- SECTION 1.** There shall be established a new account entitled "FY 2017 Motor Vehicle Tax Levy Refund Reserve" within Miscellaneous and Other Charges.
- SECTION 2.** \$727,000 shall be transferred *from* the "Blighted Buildings Fund" *to* the newly established "FY 2017 Motor Vehicle Tax Levy Refund Reserve" in order to fund payments as described in Section 4.
- SECTION 3.** The Tax Assessor shall calculate what the amount of the motor vehicle tax exemption would have had to increase to from its current level of \$1,000 in order to have yielded a total net motor vehicle tax levy for FY 2017 equal to \$8,072,000 ("Revised Motor Vehicle Tax Exemption").
- SECTION 4.** The Tax Assessor shall prepare an analysis that provides the following: in the first column, the amount of the current FY 2017 motor vehicle tax levy for and delineated by each and every motor vehicle tax payer; in the second column, the amount of motor vehicle tax that each and every taxpayer would have been levied in FY 2017 if the exemption amount had instead been the Revised Motor Vehicle Tax Exemption as opposed to the \$1,000 exemption that was used in calculating the FY 2017 motor vehicle tax levy; in the third column, the amount of the difference between the first column and the second column (i.e. column one minus column two).
- SECTION 5.** The amounts noted in column 3 in the analysis described in Section 4 shall be returned to the relevant motor vehicle taxpayer via check, to be issued by no later than November 1, 2016, for those motor vehicle tax payers that have no outstanding balance due on their motor vehicles, or, in the case where the relevant motor vehicle tax payer has an outstanding amount due, a credit shall be applied to the outstanding balance due, with any remaining amount to be refunded via a check to be issued no later than November 1, 2016; provided that the grand total of all such refunds shall not exceed \$727,000.
- SECTION 6.** This Ordinance shall take effect on the 11th consecutive day following passage by the City Council and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Albert G. Brien

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**GRANTING EASEMENT TO THE NARRAGANETT ELECTRIC
COMPANY AND VERIZON NEW ENGLAND, INC.**

- WHEREAS,** the City of Woonsocket is the owner of property on the southerly side of Diamond Hill Road in the City of Woonsocket, also known as Woonsocket Tax Assessor's Map 46, Lot 192; and
- WHEREAS,** Narragansett Electric Company and Verizon New England, Inc., (hereinafter known as "*the Utility Companies*") have requested an easement in and over the City's property for the purpose of constructing, operating and maintaining an overhead distribution system ("*Distribution System*") for the distribution of electric current and for telephone use; and
- WHEREAS,** the City of Woonsocket is disposed to the granting of such easements as requested by the Utility Companies.

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

- SECTION 1.** The City of Woonsocket hereby grants to the Utility Companies the easement described in Exhibit A attached hereto.
- 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.

Robert Moreau
City Council President
By Request of the Administration

GRANT OF EASEMENT

CITY OF WOONSOCKET, a municipal corporation of the State of Rhode Island with a usual place of business at 169 Main Street, Woonsocket, Rhode Island 02895 ("Grantor"), for consideration of One Dollar (\$1.00), grants to **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation having a principal place of business at 280 Melrose Street, Providence, Rhode Island 02907, and **VERIZON NEW ENGLAND INC.**, a corporation organized and existing under the laws of New York and duly authorized to do business in said State of Rhode Island, with a principal place of business of at 185 Franklin Street, Boston, Massachusetts ("Grantees"), their successors and assigns, with Quitclaim Covenants, a perpetual right and easement as described in Section 1 below ("Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below ("Grantor's Land").

Section 1 – Description of Easement

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

a) To install, construct, reconstruct, repair, replace, add to, maintain and operate an overhead distribution system ("Distribution System") for the distribution of electric current and for telephone use, which Distribution System includes four (4) poles with the necessary wires, cables, anchors, guys, equipment and appurtenances attached thereto, over, across and upon the Grantor's land, as may from time to time be required for the purpose of supplying electric and telephone service to the Grantor's Land and land of others adjoining the Grantor's Land;

b) To clear and keep cleared from time to time the portions of the Grantor's Land wherein the Distribution System is located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces as may in the opinion and judgment of the Grantees, their successors and assigns, interfere with the safe and proper operation of the Distribution System;

c) To make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System. But the Grantees shall properly back fill any excavation and restore the surface of the Grantor's Land in as good condition as before the excavation was made; and

d) To pass over and across the Grantor's Land as reasonable and necessary for all the purposes described in this Section.

Section 2 – Description of Grantor's Land

The "Grantor's Land" consists of land situated on the southerly side of Diamond Hill Road in the City of Woonsocket, County of Providence, State of Rhode Island, designated as Lot 192, Woonsocket Tax Assessor's May 46, being that certain tract or parcel of land conveyed to

the Grantor by deed from Jeanette L. Parent duly recorded with the Records of Land Evidence in Woonsocket on March 11, 1960, in Book 312, Page 332.

Section 3 – Location of the Distribution System

The “Distribution System” shall extend in a general southerly direction from an existing pole P88, which is located on the northerly side of Diamond Hill Road, to poles P88-1, P88-4, P88-5 and P88-6, which are located within certain portions of Grantor’s Land. Said Distribution System shall be located in a location mutually satisfactory to the Grantor and to the Grantees and such location shall become established by and upon the installation thereof by the Grantees. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantees, for themselves, their successors and assigns, that this Grant of Easement and the location of the Distribution System may not be changed or modified without the written consent of the Grantees, their successors and assigns, which consent may be withheld by the Grantees in their sole discretion.

Section 4 – Distribution System Ownership

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

IN WITNESS WHEREOF, CITY OF WOONSOCKET has caused these presents to be signed by its proper officer for that purpose duly authorized this _____ day of _____, 2016.

In the presence of:

CITY OF WOONSOCKET

By: Lisa Baldelli-Hunt

Its: Mayor

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

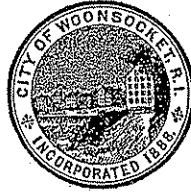
In Woonsocket in said County of Providence on the _____ day of _____, 2016 before me personally appeared the above named Lisa Baldelli-Hunt, Mayor of CITY OF WOONSOCKET, to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument, by her executed, to be her free act and deed of said Lisa Baldelli-Hunt, individually in said capacity.

Notary Public

Printed Name: _____

My Commission Expires: _____

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**AUTHORIZING ACCEPTANCE OF A WATER MAIN and
SEWER MAIN and STORM DRAIN**

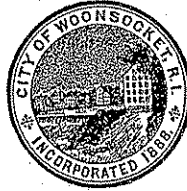
- WHEREAS,** as part of an approved subdivision, the owner of the subdivision and utilities, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes to release all rights, titles and interest in the water main, sewer main and storm drainage in and to, upon, over, across and under land on the real estate located in the City of Woonsocket on Tax Assessor's Map G6 Lots 45-1, 45-2, 45-5, 45-6 and 45-29, also known as subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106; and
- WHEREAS,** accepting said water main, sewer main and storm drainage would be in the best interest of the City of Woonsocket; and
- WHEREAS,** the utilities are already in use by area residents; and
- WHEREAS,** the City of Woonsocket, Department of Public Works, and Engineering Division has inspected, tested and approved the installed water main, sewer main and storm drainage.

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

- SECTION 1.** The City Council hereby authorizes the City of Woonsocket to accept ownership of the water main, sewer main and drainage line within the subdivision know as Oak Grove Extension Phase I, Woonsocket.
- SECTION 2.** As the owner of said water main, sewer main and storm drainage line the City of Woonsocket will maintain, clean, inspect, and repair said line as needed.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

AUTHORIZING ACCEPTANCE OF PUBLIC LAND

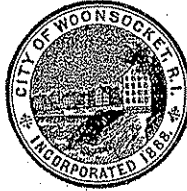
- WHEREAS,** as part of an approved subdivision plat, the owner, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes dedicate Map G6 Lot 45-91 and land noted as Louise Street, Danielle Drive, Vivian Street and Fieldside Drive set forth in, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106 to the City as Public Land; and
- WHEREAS,** there are presently homes along this roadway utilizing the roads for property access; and
- WHEREAS,** the City presently maintains, plows and removes refuse on these roadways; and
- WHEREAS,** accepting said roadways and Map G6 Lot 45-91 as Public Land would be in the best interest of the City of Woonsocket.

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

- SECTION 1.** That the City of Woonsocket is hereby authorized to accept as Public Land the property denoted as Map G6 Lot 45-91 along with Louise Street, Danielle Drive, Vivian Street and Fieldside Drive set forth in "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106.
- 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.

Robert Moreau, City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance
Chapter

AUTHORIZATION TO DECLARE A PUBLIC HIGHWAY

WHEREAS, as part of an approved subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1", which plat is recorded in the Records of Land Evidence in said City of Woonsocket in Plat Book 22 at page 106, the owner, Earl R Marsh Properties LLC, 9 Cook Road, Cumberland, RI, wishes the City to declare the roadways as a Public Highway (Exhibit A); and

WHEREAS, declaring the roadways as a Public Highway would be in the best interest of the City of Woonsocket.

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

- SECTION 1.** That the City of Woonsocket is hereby authorized to declare as a Public Highway the streets depicted in subdivision plat entitled, "PRELIMINARY/FINAL SUBDIVISION PLAN PHASE 1, OAK GROVE SUBDIVISION PHASE 1" (Exhibit B).
- SECTION 2.** As the owner of said Public Highways, the City of Woonsocket will maintain, clean, inspect, and repair said roadways as needed.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau, City Council President
By Request of the Administration

EARL R Marsh PROPERTIES LLC
9 COOK ROAD
CUMBERLAND, RI 02864

JULY 10, 2016

Woonsocket Director of Public Works
City Hall
Main St.
Woonsocket, RI

RE: Release of Bond Oak Grove Extention Phase 1

Dear Sir:

We are developers of the above mentioned subdivision and have completed the roads and infrastructure including water mains, drainage, sewer, and open space over a year ago. We hereby request that you accept this subdivision as part of the Woonsocket road system.

Sincerely,

Earl R. Marsh

Earl R. Marsh Member

Witness my hands

Fatima M Rodriguez
FATIMA M RODRIGUEZ
MCE 1/14/18

ZONING MAPS

STANDARD	MINIMUM LOT AREA	MINIMUM LOT COVERAGE	MINIMUM STREET FRONTAGE	MINIMUM LOT WIDTH	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM NUMBER OF STORIES
RESIDENTIAL	10,000 sq ft	33%	33 ft	33 ft	10 ft	10 ft	10 ft	10 ft	2
RESIDENTIAL	10,000 sq ft	33%	33 ft	33 ft	10 ft	10 ft	10 ft	10 ft	2
RESIDENTIAL	10,000 sq ft	33%	33 ft	33 ft	10 ft	10 ft	10 ft	10 ft	2

- LEGEND:**
- PROPERTY LINE
 - RESERVATIONARY LINE
 - CITY/TOWN LINE
 - PROPOSED LOT LINE
 - PROPOSED LOT NUMBER
 - EXISTING LOT LINE
 - EXISTING LOT NUMBER
 - ADJACENT PROPERTY LINE
 - ENCLOSURE SETBACK
 - OPEN SPACE
 - EDGE OF PAVEMENT
 - PROPOSED DRIVE POINTS
 - PRICE

OWNER:
EARL R. MARSH PROPERTIES, LLC
1000 WOODSOCKET ROAD, SUITE 200
WOODSOCKET, RHODE ISLAND 02894

APPLICANT:
EARL R. MARSH PROPERTIES, LLC
1000 WOODSOCKET ROAD, SUITE 200
WOODSOCKET, RHODE ISLAND 02894

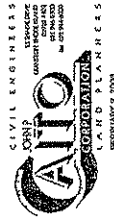
FLOOD NOTICE

THE SUBJECT PROPERTY IS WITHIN THE "1" ZONE OF FLOODING, AS SHOWN ON THE FLOOD HAZARD MAP OF THE CITY OF WOODSOCKET, RHODE ISLAND, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, WASHINGTON, D.C., IN 1987. THE FLOOD HAZARD MAP IS AVAILABLE FOR VIEWING AT THE CITY OF WOODSOCKET, 1000 WOODSOCKET ROAD, SUITE 200, WOODSOCKET, RHODE ISLAND 02894. THE FLOOD HAZARD MAP IS AVAILABLE FOR VIEWING AT THE CITY OF WOODSOCKET, 1000 WOODSOCKET ROAD, SUITE 200, WOODSOCKET, RHODE ISLAND 02894.

**PRELIMINARY / FINAL
SUBDIVISION PLAN
PHASE 1**

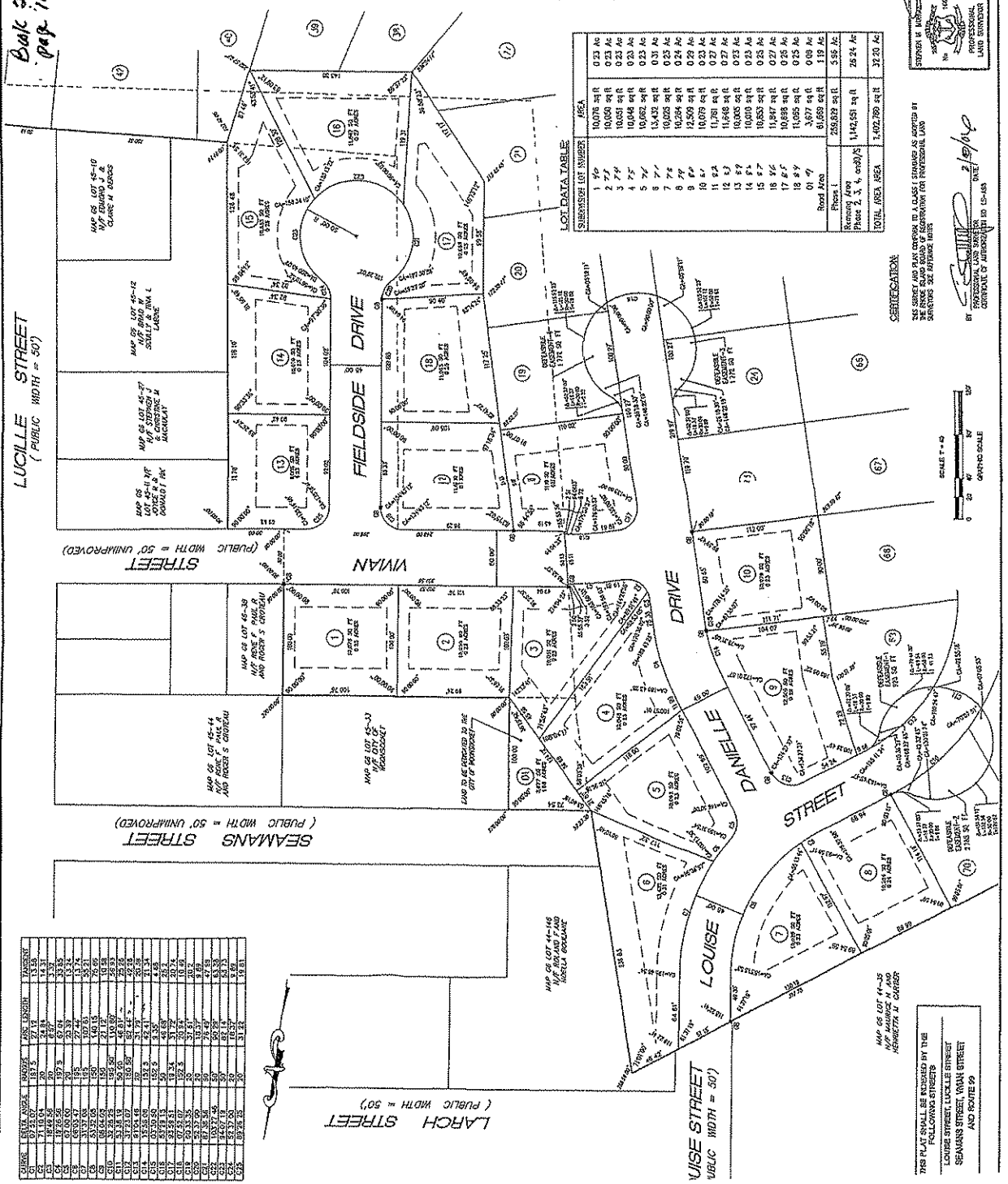
OAK GROVE EXTENSION PHASE 1
MAP C6B, LOTS 45-1, 45-2, 45-3, 45-4, 45-5, 45-6 AND 45-23

WOODSOCKET, RHODE ISLAND
PREPARED FOR
EARL R. MARSH PROPERTIES, LLC



PREPARED BY
ALTO CIVIL ENGINEERS & LAND PLANNERS, INC.
1000 WOODSOCKET ROAD, SUITE 200
WOODSOCKET, RHODE ISLAND 02894
PHASE 1 OF 2

Block 92
page 106



LOT DATA TABLE

LOT NUMBER	AREA (sq ft)	AREA (Ac)
1	10,076 sq ft	0.23 Ac
2	10,000 sq ft	0.23 Ac
3	10,000 sq ft	0.23 Ac
4	10,000 sq ft	0.23 Ac
5	10,000 sq ft	0.23 Ac
6	10,000 sq ft	0.23 Ac
7	10,000 sq ft	0.23 Ac
8	10,000 sq ft	0.23 Ac
9	10,000 sq ft	0.23 Ac
10	10,000 sq ft	0.23 Ac
11	10,000 sq ft	0.23 Ac
12	10,000 sq ft	0.23 Ac
13	10,000 sq ft	0.23 Ac
14	10,000 sq ft	0.23 Ac
15	10,000 sq ft	0.23 Ac
16	10,000 sq ft	0.23 Ac
17	10,000 sq ft	0.23 Ac
18	10,000 sq ft	0.23 Ac
19	10,000 sq ft	0.23 Ac
20	10,000 sq ft	0.23 Ac
21	10,000 sq ft	0.23 Ac
22	10,000 sq ft	0.23 Ac
23	10,000 sq ft	0.23 Ac
Total	230,000 sq ft	5.28 Ac



CERTIFICATION
I, THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF RHODE ISLAND, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

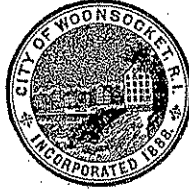
DATE: 1/15/14
BY: [Signature]



CHURCH	SEVERAL	NUMBER	AREA (sq ft)	PERCENT
1	10,000	100	1,000,000	100.00
2	10,000	100	1,000,000	100.00
3	10,000	100	1,000,000	100.00
4	10,000	100	1,000,000	100.00
5	10,000	100	1,000,000	100.00
6	10,000	100	1,000,000	100.00
7	10,000	100	1,000,000	100.00
8	10,000	100	1,000,000	100.00
9	10,000	100	1,000,000	100.00
10	10,000	100	1,000,000	100.00
11	10,000	100	1,000,000	100.00
12	10,000	100	1,000,000	100.00
13	10,000	100	1,000,000	100.00
14	10,000	100	1,000,000	100.00
15	10,000	100	1,000,000	100.00
16	10,000	100	1,000,000	100.00
17	10,000	100	1,000,000	100.00
18	10,000	100	1,000,000	100.00
19	10,000	100	1,000,000	100.00
20	10,000	100	1,000,000	100.00
21	10,000	100	1,000,000	100.00
22	10,000	100	1,000,000	100.00
23	10,000	100	1,000,000	100.00
TOTAL	230,000	2,300	23,000,000	100.00

THIS PLAN SHALL BE RECORDED BY THE FOLLOWING STREETS:
LOUISE STREET, LUCILLE STREET, SEAMANS STREET, WIVIAN STREET AND ROUTE 99

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**IN AMENDMENT OF CHAPTER 14 ENTITLED, "MISCELLANEOUS
OFFENSES AND PROVISIONS" OF THE CODE OF ORDINANCES,
CITY OF WOONSOCKET**

- WHEREAS,** the City of Woonsocket has been named in a lawsuit regarding the arrest and treatment of an individual who was hearing impaired; and
- WHEREAS,** part of the lawsuit alleges that a part of the City Ordinance which defines Disorderly Conduct is unconstitutional as it infringes on a person's right to free speech; and
- WHEREAS,** the Law Department has determined that it would be in the best interest of the City to amend the Ordinance to strike the unconstitutional provision as part of the settlement of this claim.

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

SECTION 1. That Section 14-1 entitled, "Disorderly conduct and indecency" of Chapter 14 entitled, "Miscellaneous Offenses and Provisions" of the Code of Ordinances, City of Woonsocket is hereby amended as follows:

~~(k)~~ Uses abusive or obscene language or makes an obscene gesture;

~~(h)~~ ~~(k)~~ Uses violent and forceful behavior at any time in or near a public place, such that there is a clear and present danger that free movement of other persons will be arrested or restrained, or other persons will be incapacitated in the lawful exercise of business or amusement;

~~(m)~~ ~~(l)~~ Disturbs the peace of others by violent, offense or boisterous conduct or language which said conduct or language was calculated to cause anguish or injury to another;

~~(n)~~ ~~(m)~~ Roughly crowds or pushes any person in any public place;

~~(o)~~ ~~(n)~~ Throws any stone, snowball, or any other missile upon or at any person, vehicle, building, tree, sign or other public or private property;

~~(p)~~ ~~(o)~~ Wantonly makes a false alarm with reference to the request of fire fighting apparatus or cries fire in any public place for the sole purpose of causing turmoil;

(q) (p) Prowls or wanders upon the private property of another, peeks in the door or window of any inhabited building or structure located thereon without visible or lawful business with the owner or occupant thereof;

(r) (q) Maliciously interrupts the speaker of any lawful assembly or impairs the lawful rights of others to participate effectively in such assembly or meeting when such conduct is calculated to provoke or tend to cause turmoil or disturbance;

(s) (r) Acts in a manner which tends to cause or provoke a disturbance near any public building wherein matters affecting the public are being considered or deliberated, designed or having the effect and said conduct interferes with the said public matters;

(t) (s) Frequents any public place with intent to obtain money from other persons by illegal and fraudulent schemes, tricks, artifices or devices;

(u) (t) Displays any deadly weapon in a public place in a manner which is calculated to alarm or frighten other persons present;

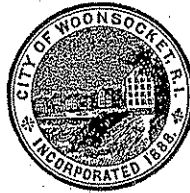
(v) (u) Stands or wanders in or near any public highway, street, alley or thoroughfare in the City, or any public or private place therein, and attempts to engage passersby in conversation, or stops or attempts to stop motor vehicles, for the purpose of prostitution or other indecent act, or to patronize or induce or otherwise secure a person to commit any such act;

(w) (v) While an operator or passenger in a motor vehicle to stop, or attempt to stop another vehicle or pedestrian, or to engage or attempt to engage persons in another vehicle or pedestrians in conversation, for the purposes of prostitution or other indecent act, or to patronize, induce or otherwise secure another person to commit any such act.

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.

Robert Moreau, City Council President
By Request of the Administration

City of Woonsocket
Rhode Island



November 7, A.D. 2016

Ordinance

Chapter

**AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT
WITH T-Mobile Northeast LLC FOR THE WATER TOWER LOCATED AT
2331 DIAMOND HILL ROAD**

- WHEREAS,** the City of Woonsocket previously entered into a lease with Omnipoint Communications, MB Operations LLC on or about May 20, 1998 for the purpose of communications and antennas; and
- WHEREAS,** since the execution of the lease, T-Mobile has become the successor of this original lease, and wishes to renew it; and
- WHEREAS,** the financial terms of the proposed First Amendment to the PCS Lease are substantially similar to terms previously approved by the City Council for other water tower leases.

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

- SECTION 1.** The Mayor is hereby authorized to execute the attached First Amendment to PCS Lease as set forth in Exhibit A.
- SECTION 2.** The Law Department is hereby authorized to take all necessary steps to perfect the lease and to ensure its full compliance.
- SECTION 3.** This Ordinance shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Robert Moreau
City Council President
By Request of the Administration

FIRST AMENDMENT TO PCS LEASE

This FIRST Amendment (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Woonsocket ("**Owner**") and T-Mobile Northeast LLC, a Delaware limited liability company, as successor in interest to Omnipoint Communications MB Operations, LLC ("**Tenant**") (collectively, the "**Parties**").

Owner and Tenant (or their predecessors-in-interest) entered into that certain PCS Lease dated May 20, 1998, (the "**PCS Lease**") regarding Owner's leased area ("**Premises**") located at 2331 Diamond Hill Road, Woonsocket, RI 02895 (the "**Property**"). This Amendment together with the PCS Lease shall collectively be known as the "**Agreement**".

NOW, for good and valuable consideration, Owner and Tenant agree as follows:

1. The PCS Lease is in full force and effect and neither Owner nor Tenant is in breach under the terms of the PCS Lease.
2. At the expiration of the PCS Lease, the Term of the PCS Lease will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Owner thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, rental payments shall commence and be due at a total annual rental of Thirty Thousand Dollars and No Cents (\$30,000.00), which amount shall increase by three percent (3%) on the anniversary of the Effective Date, to be paid in equal monthly installments to Owner ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/4FR7445A

If to Owner, to:
City of Woonsocket
169 Main Street
Woonsocket, RI 02895
Attention: Mayor

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

5. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
6. To the extent any provision contained in this Amendment conflicts with the terms of the PCS Lease, the terms and provisions of this Amendment shall control.
7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the parties to the same extent as originals.
8. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

IN WITNESS, the parties execute this Amendment as of the Effective Date.

Owner:

City of Woonsocket

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

City of Woonsocket,
Rhode Island



Ordinance

October 27th, A.D. 2016

**In Amendment of the Code of Ordinances, City of Woonsocket, R.I.,
Appendix C, Entitled, "Zoning" regarding Breweries and Microbreweries**

WHEREAS, the City of Woonsocket desires to encourage the start up or expansion of businesses which would bring investment, jobs, and visitors to the City; and

WHEREAS, R.I. General Law 3-6-1 was recently amended to allow breweries and microbreweries to serve not in excess of 288 oz per visitor/per day at their establishment; and

WHEREAS, the City of Woonsocket wishes to remain competitive with surrounding communities in Rhode Island for these businesses which have adopted similar zoning changes to streamline the establishment and expansion of breweries.

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

Section 1. The Code of Ordinances, City of Woonsocket, Appendix C., Entitled "Zoning" is hereby amended as follows:
In §§ 4.7 Industrial Uses.

	R-1	R-2	R-3	R-4	MU-1	MU-2	C-1	C-2	I-1	I-2	PR-1	PR-2
14. Brewery or microbrewery	NP	NP	NP	NP	S	P	P	P	P	P	NP	NP

In §§ 18.1 Definitions.

Brewery. A building or establishment where beer or other malt liquors is produced.

Microbrewery. A brewery that produces less than 15,000 barrels of beer a year and at least 75% of the beer is sold off site.

Section 2. The City Council was scheduled and held a public hearing to consider this ordinance within sixty five (65) days of receipt, and has given notice of said hearing by publication in the *Woonsocket Call* at least once each week for a total of three (3) consecutive weeks prior to the date of said hearing. Such newspaper notice was to be published as a display advertisement, using a type size at least as large as the normal type size used by the newspaper in its news articles, and that such notice:

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

(2) Indicated the amendment(s) of the comprehensive plan and of the zoning ordinance, or part thereof, were under consideration;

(3) Contained a statement of the proposed amendment(s) to the ordinance and map once in its entirety, with a second and third publication referencing the first publication;

(4) Included one or more maps showing existing and proposed zoning district boundaries, existing streets and roads including their names, and the city or town boundaries where appropriate;

(5) Advised those interested where and when a copy of the matter under consideration could be obtained or examined and copies provided; and

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

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

Section 4. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 2 was sent by the City Clerk by first class mail to the city or town council if any city or town to which one (1) of the following pertain:

(1) Any portion of the city or town is located within two hundred (200) feet of the perimeter of the area proposed for change; and/or

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

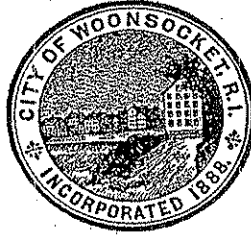
Section 5. At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above was sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company has riparian rights to a surface water source and/or surface watershed that is used or suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of the proposed zoning change, provided however, that the governing body state or municipal water department or agency has filed with the Building Inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

Section 6. 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 part of Ordinances inconsistent are herewith and hereby repealed.

Garrett S. Mancieri
City Council

City of Woonsocket Rhode Island

16 R 148



August 1, 2016 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.

Acct. No.	Name	Year	Property	Trans. Date	Abatement
R00-0078-21	51 CIRCLE STREET LLC 3133 DRAKESHORE DRIVE FLORENCE SC 29501	2016	51 CIRCLE STREET	9/7/2012	5,670.48
			50 ERRONEOUSLY ASSESSED DUE INCORRECT FIELD DATTA		

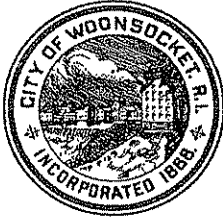
Robert Moreau
By request of The Administration

IN CITY COUNCIL October 17, 2016 - Read by title and tabled.

ASSESSOR'S

ABATEMENT CODES

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



City of Woonsocket

ASSESSING DIVISION, FINANCE DEPARTMENT

PO BOX B, 169 MAIN STREET

WOONSOCKET, RHODE ISLAND 02895

TEL (401) 767-9270 & (401) 767-9271

FAX (401) 597-6604

To: Honorable Members of the City Council
From: Elyse Paré, City Assessor
Date: October 12, 2016
Subject: **Proposed Abatement 51 Circle Street**

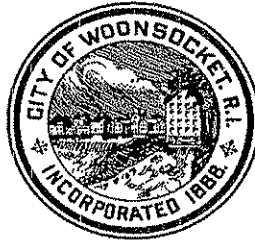
The property at 51 Circle (R00-0078-21) was assessed based on the assumption that the newly constructed garage had plumbing, heating and water. After review of the file, it has been corrected to reflect its current use and has been adjusted with the rates as comparable properties.

As a result of the above, I am recommending the proposed abatement for your approval.

Sincerely,

Elyse Paré
City Assessor

CITY OF WOONSOCKET
RHODE ISLAND



RESOLUTION

October 25, 2016

GRANTING PERMISSION TO USE CITY PROPERTY

WHEREAS, Northern Rhode Island Council of the Arts wishes to utilize certain property of the City, to wit, River Island Park, on Saturday, September 9, 2017 from 9:00 A.M. to 3:30 P.M., for the purpose of holding its annual French Heritage Festival.

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

SECTION 1. Northern Rhode Island Council of the Arts is hereby permitted to utilize River Island Park, on Saturday, September 9, 2017 from 9:00 A.M. to 3:30 P.M., for the purpose of holding its annual French Heritage Festival.

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.

Robert R. Moreau

CITY OF WOONSOCKET RENTAL OF CITY PARK FORM

Available Parks and Ammenties Include:

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

Park Choice: River Island Park

Date of event: Sept. 9, 2017 **Rain date:** None

Hours of event: 9:00 AM to 3:30 P.M. - 6:30 - 7:00 AM
(Actual advertised time of event) (Arrival to set up time)

Description of event: French Heritage Festival

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	✓	*
Picnic Tables	\$33 each	\$45 each	_____	
Folding Tables	\$10 each	\$13 each	_____	***
Chairs	\$1 each	\$1.33 each	_____	***
Concession Stand	\$50	\$75	✓	
Power	\$25 per location	\$25 per location	✓	
**Admin. Fees	\$35	\$35	\$35	NON-REFUNDABLE
Total for Event				

Applicant/ Contact Person Name: Marlene Gagnon, Treasurer

Address: 170 Providence Pk. Unit 57
No. Smithfield, R.I. 02896

Phone #: 401 769-0915 401 354-9492
Home/Office Cell

Applicant Signature: Marlene Gagnon **Date:** 10/15/16

Parks Director [Signature] **Date:** 10/25/16

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, plus time for setup and break down

NRICA

NORTHERN RHODE ISLAND COUNCIL OF THE ARTS

Ms. Christina Duarte, City Clerk
Woonsocket City Council
169 Main Street
Woonsocket, R. I. 02895
October 17, 2016

RE: NRICA requesting the use of River Island Park for "French Heritage Festival" on
September 9, 2017.

The Northern Rhode Island Council of the Arts is requesting permission for the use of River Island Park
for our annual French Heritage Festival on September 9, 2017, from 9:00 A.M. to 3:30 P.M.

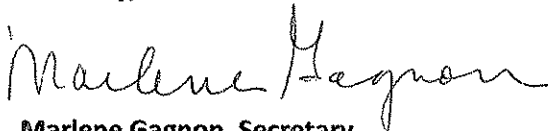
The kitchen is essential and we will also need permission for its use.

There is no rain date.

Contact person is Marlene Gagnon, Secretary (769-0915) or Romeo Berthiaume (651-4739).

Thank you for your cooperation.

Sincerely,



Marlene Gagnon, Secretary
NRICA

City of Woonsocket
Rhode Island



Resolution

October 22nd, A.D. 2016

**IN SUPPORT FOR THE CITY OF WOONSOCKET GRANT
APPLICATION FOR THE DESIGN, DEVELOPMENT, AND
MAINTENANCE OF DOG PARKS**

WHEREAS, the City of Woonsocket desires to improve and better utilize our public parks; and

WHEREAS, dog parks have been very successful in many communities including but not limited to Newport, Providence, Warwick, South Kingstown, West Warwick, Pawtucket, Barrington, and Charlestown; with several being planned in nearby towns of Smithfield, Uxbridge, and Bellingham; and

WHEREAS, the Woonsocket City Council supports the development of dog parks in the City of Woonsocket for which over 1,000 people have expressed their support; and

WHEREAS, the Woonsocket City Council expresses their support for any grant application submitted by the City of Woonsocket to assist with the funding for the design, build-out, and on-going maintenance of dog parks.

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

Section 1. The Woonsocket City Council hereby expresses their approval and support for all grant applications submitted by the City of Woonsocket for the design, build-out, and maintenance of dog parks in the City.

Section 2. The Department of Planning and Development shall pursue and submit all grant applications necessary in furtherance of this Resolution.

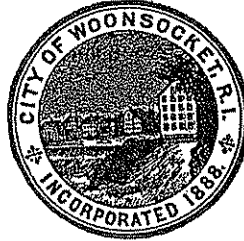
Section 3. This resolution shall take effect upon passage.

Melissa Murray

Garrett S. Mancieri

City of Woonsocket Rhode Island

16 R 156



November 7, 2016

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.

Robert Moreau
By request of The Administration

ASSESSOR'S

ABATEMENT CODES

<u>CODE</u>	<u>REASON</u>
50	- Erroneously assessed due to incorrect field data/incorrect classification of homestead exemption
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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
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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, classification and/ or depreciation
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
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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

Status Pending
Page 1

Account Number	Property Address	Assessment Code	Assessment Description	Amount
R00-0210-03	2016 RP Tax Roll SINGHARAU PAT 308 WILLOW STREET WOONSOCKET RI 02895	28F-122-008	at 308 WILLOW STREET 54 HOMESTEAD NOT APPLIED	\$239.76
R00-0283-34	2016 RP Tax Roll ALSAWAF HASAN & ELIZABETH 492 PUTNAM PIKE SMITHFIELD RI 02828	27C-099-032	at 65 HAMLET AVENUE 86 FIRST APPEAL FOR THE BOARD OF REVIEW	\$178.30
R00-0311-45	2016 RP Tax Roll NORTH MAIN REALTY LLC 21 BARBERRY HILL ROAD CUMBERLAND RI 02864	20D-076-014	at 581 NORTH MAIN.. 86 FIRST APPEAL FOR THE BOARD OF REVIEW	\$1,602.61
R00-0356-99	2016 RP Tax Roll BARR TINA 180 ALLEN STREET #207 WOONSOCKET RI 02895	14E-418-070	at 180 ALLEN STREET 207 96 PRO-RATED HOMESTEAD	\$215.69
R00-4003-94	2016 RP Tax Roll FLORIO MICHAEL D 78 NEWBURY AVENUE WOONSOCKET RI 02895	42F-046-011	at 78 NEWBURY AVENUE 96 PRO RATED HOMESTEAD	\$224.69
R00-4005-94	2016 RP Tax Roll BLOUIN PETER & CINDY 485 RHODES AVENUE WOONSOCKET RI 02895	01C-005-254	at 485 RHODES AVENUE 96 PRO-RATED HOMESTEAD	\$345.26
R00-8380-28	2016 RP Tax Roll TYLER MATTHEW V 240 FRONT STREET WOONSOCKET RI 02895	15H-041-018	at 240 FRONT STREET 96 PRO-RATED HOMESTEAD	\$188.93
R02-2814-50	2016 RP Tax Roll LEE ERIC E & STEPHANIE 57 GUERTIN STREET WOONSOCKET RI 02895	41E-174-012	at 57 GUERTIN STREET 96 PRO-RATED HOMESTEAD	\$177.62

Woonsocket, RI

Posting Date / /

Status Pending

NOVEMBER 7, 2016

Transaction Date / /

Page 2

Report Printed 11/02/2016 11:43:51 AM

R02-3318-50	2016 RP Tax Roll	FIVE STAR PROPERTIES LLC 20 BEECHWOOD DRIVE CRANSTON RI 02921	27D-126-048 at 146 HARRISON...	80 5 + 5 PLAN	\$4,250.64
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R04-2817-00	2016 RP Tax Roll	PACITTO DOMINIQUE 40 EDGEWOOD AVENUE WOONSOCKET RI 02895	48Q-311-001 at 40 EDGEWOOD...	96 PRO-RATED HOMESTEAD	\$309.55
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R07-4974-00	2016 RP Tax Roll	PEREIRA DANIEL A 144 ST HUGHES STREET WOONSOCKET RI 02895	29C-180-031 at 144 ST HUGHES...	54 INCORRECTLY CLASSIFIED	\$1,916.78
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R11-1269-50	2016 RP Tax Roll	ADAIR SOPHIA 195 SUNNYSIDE AVENUE WOONSOCKET RI 02895	03C-076-031 at 195 SUNNYSIDE...	96 PRO-RATED HOMESTEAD	\$154.02
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R18-4965-00	2016 RP Tax Roll	NHAT THANH SOBAGHN & DAO... 111 LEFRANCOIS BOULEVARD WOONSOCKET RI 02895	48K-112-012 at 111 LEFRANCOIS...	96 PRO-RATED HOMESTEAD	\$279.89
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R20-0544-90	2016 RP Tax Roll	FREIBERGER W ROBERT & CAROL... 119 POMONA STREET NORTH SMITHFIELD RI 02896	19D-293-013 at 407 WINTER STREET	86 FIRST APPEAL FOR THE BOARD OF REVIEW	\$143.28
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T00-0186-63	2016 Tng Tax Roll	WELLS FARGO FINC LEASING INC 800 WALNUT ST MAC N0005-041 DES MOINES IA 50309	WELLS FARGO FINC LEASING INC	86 FIRST APPEAL FOR THE TAX BOARD OF REVIEW	\$684.73
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T00-1101-00	2016 Tng Tax Roll	PAWNEE LEASING CORP 1611 N I-35E STE 428 C/O ADVANCE PROP TAX CARROLLTON TX 75006	PAWNEE LEASING CORP	69 OUT OF BUSINESS	\$732.25
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Status Pending

NOVEMBER 7, 2016

Transaction Date / /

Page 3

Report Printed 11/02/2016 11:43:51 AM

T00-1300-64	2016 Trng Tax Roll	NAVITAS LEASE CORP 303 FELLOWSHIP RD STE 301 ATTN PROPERTY TAX DEPT MT LAUREL NJ 08054	NAVITAS LEASE CORP	69 OUT OF BUSINESS	\$1,523.17
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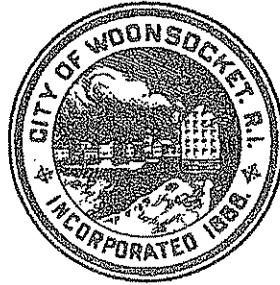
T00-1501-85	2016 Trng Tax Roll	CHESAWANOC PUBLISHING 276 BURNSIDE AVE, UNIT 2 WOONSOCKET RI 02895	CHESAWANOC PUBLISHING	86 FIRST APPEAL FOR THE BOARD OF REVIEW	\$69.87
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T00-1502-25	2016 Trng Tax Roll	KEY DECORATED APPAREL C/O RICHARD FAGNANT 88 COE STREET WOONSOCKET RI 02895	KEY DECORATED APPAREL	86 FIRST APPEAL FOR THE TAX BOARD OF REVIEW	\$69.87
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				Total	\$13,306.91
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City of Woonsocket
Rhode Island

16 R 157



November 3, 2016

Resolution

**AUTHORIZING THE MAYOR & DIRECTOR OF
PLANNING & DEVELOPMENT TO EXECUTE AN
AGREEMENT WITH THE RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
FOR A RECREATION IMPROVEMENT GRANT FOR
CASS PARK IMPROVEMENTS • PHASE IV**

WHEREAS, the Administration of Mayor Lisa Baldelli-Hunt has applied to the Rhode Island Department of Environmental Management for funding to pursue the continuing development and improvement of Cass Park; and

WHEREAS, the Rhode Island Department of Environmental Management has awarded the City of Woonsocket a Recreation Improvement Grant in the amount of \$388,000 which the City will match with \$150,000 of in-kind services; and

WHEREAS, the City of Woonsocket is being requested by the Rhode Island Department of Environmental Management to execute a number of documents related to the award of said grant to the City; and

WHEREAS, during the implementation of the grant and its various components the City of Woonsocket will be required to upfront pay for costs associated with the rehabilitation of the Park and seek reimbursement from the Rhode Island Department of Environmental Management thereby requiring the Director of Planning & Development to borrow advance money from the City to meet obligations; and

WHEREAS, the City Council is desirous of ensuring the smooth and orderly operation and implementation of the Cass Park Improvements – Phase IV.

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

SECTION 1. That the Mayor and Director of Planning & Development are authorized and empowered to accept a Recreation Improvement Grant from the Rhode Island department of Environmental Management in the amount of \$388,000 for Cass Park Improvement-Phase IV, toward which the City of Woonsocket is expected to provide approximately \$150,000 in in-kind services and that they are authorized to make assurances to the State of Rhode Island relative to the implementation of this activity as shall be required by the Rhode Island Department of Environmental Management consistent with the best interest of the City of Woonsocket, Rhode Island.

SECTION 2. That the Finance Director is hereby authorized and empowered to advance monies from time to time from the General Fund, at no interest, to enable the implementation of this Project subject to terms and provisions outlined by the Rhode Island department of Environmental Management and agreed to by the Mayor and Director of Planning & Development, which shall be repaid according to the grant agreement upon submittal of reimbursement requests from the City to the Rhode Island Department of Environmental Management.

SECTION 3. This Resolution shall become effective upon its passage.

Robert M. Moreau
Council President by request



RHODE ISLAND
RECREATION GRANT PROGRAM

RECREATION DEVELOPMENT GRANT AGREEMENT

This agreement is made to be effective **September 22, 2016 through and including September 22, 2018.**

BETWEEN THE CITY OF Woonsocket
Hereinafter referred to as the "CITY"

AND THE STATE OF RHODE ISLAND, THROUGH THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Hereinafter referred to as the "STATE"

WHEREAS, the CITY is the owner in fee simple of certain real property located at **Cass Avenue (Map 40/Lot 7)** in Woonsocket, Rhode Island (the "Premises"); and

WHEREAS, the CITY has filed an application with the STATE (the "Application") under Rhode Island Public Law 145, known as *The 2014 Clean Water, Open Space and Healthy Communities Bonds* (the "Act") to develop the Premises for public recreation purposes in accordance with the *Rules and Regulations for the Agricultural, Recreation Acquisition and Development, Roger Williams Park, and Roger Williams Zoo Grant Programs*, adopted pursuant to the Act (the "Rules and Regulations"), and

WHEREAS, the STATE has awarded a grant to the CITY in an amount not to exceed **\$388,000** to develop the Premises for public recreation purposes, in accordance with the Application and as delineated on **Exhibit A: Project Boundary Map** and specifically referred to as Grant Number # **2016-70-08**, entitled **Cass Park Improvements** hereinafter referred to as the "Project", and

WHEREAS, failure to meet the conditions: (i) set forth herein, (ii) of the Act, and (iii) of the Rules and Regulations can result in withdrawal of funds allocated to the Grant.

WITNESSETH: In consideration of the Premises, the covenants contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CITY and the STATE hereby covenant and agree as follows:

1. The CITY agrees:

- (a) To attend a mandatory grant administration workshop to be coordinated by the STATE.
- (b) To provide a minimum **20%** match of total eligible Project expenses.
- (c) To develop the Premises as set forth in the Application, to complete items outlined in **Exhibit**

- B: Scope of Work**, and to hold and maintain the same in accordance with the Rules and Regulations.
- (d) To complete the Project on or before **September 22, 2018**.
 - (e) To submit all expenses together with required documentation related to the Project including a Final Project Report and photos, within 90 days of the date of Project completion. Note that up to 4 partial payments are allowed for activities outlined in this contract.
 - (f) Expenses submitted for reimbursement must be for work performed within the grant period of **September 22, 2016 through September 22, 2018**.
 - (g) To have an audit upon request of the STATE, at the expense of the CITY, by a certified public accountant in all instances where in-kind services or materials are utilized.
 - (h) To grant the right to inspect the Premises to the Department of Environmental Management for compliance under this agreement.
 - (i) To obtain all required local and state permits prior to commencement of the Project.
 - (j) To comply with the Americans with Disabilities Act (ADA) and utilize the universal design standards.
 - (k) To provide suitable permanent public acknowledgment of financial assistance by State Bond Funds at the Project site.
 - (l) To perpetually use the Premises only for public recreation purposes as more clearly set forth in the Rules and Regulations and not divert the Premises to any other use or dispose of the Premises.
 - (m) In the event the CITY shall fail to maintain or use the Premises in accordance with this Agreement, the Act, and the Rules and Regulations, the STATE shall have the right to enforce this Agreement.
 - (n) Any and all proposed amendments to the Scope of Work and to this agreement must be requested in writing by the CITY and approved by the STATE.
2. The STATE agrees to:
- (a) Reimburse the CITY, **80%** of the eligible expenses for the development of the Project not to exceed **\$388,000**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

CITY OF WOONSOCKET

By: _____

STATE OF RHODE ISLAND,
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____

Janet Coit, Director

STATE OF RHODE ISLAND, COUNTY OF PROVIDENCE

In WOONSOCKET, in said County and State, on the ____ day of _____, _____ before me personally appeared _____, of the CITY OF WOONSOCKET, RHODE ISLAND to me known and known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF WOONSOCKET, RHODE ISLAND and he/she acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the CITY OF WOONSOCKET, RHODE ISLAND.

Notary Public
My Commission Expires:

STATE OF RHODE ISLAND, COUNTY OF PROVIDENCE

In Providence, in said County and State, on the ____ day of _____, before me personally appeared Janet Coit, the Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public
My Commission Expires:

EXHIBIT A: PROJECT BOUNDARY MAP

Cass Park Improvements
 Cass Avenue, Woonsocket, RI
 (Map 40/Lot 7)

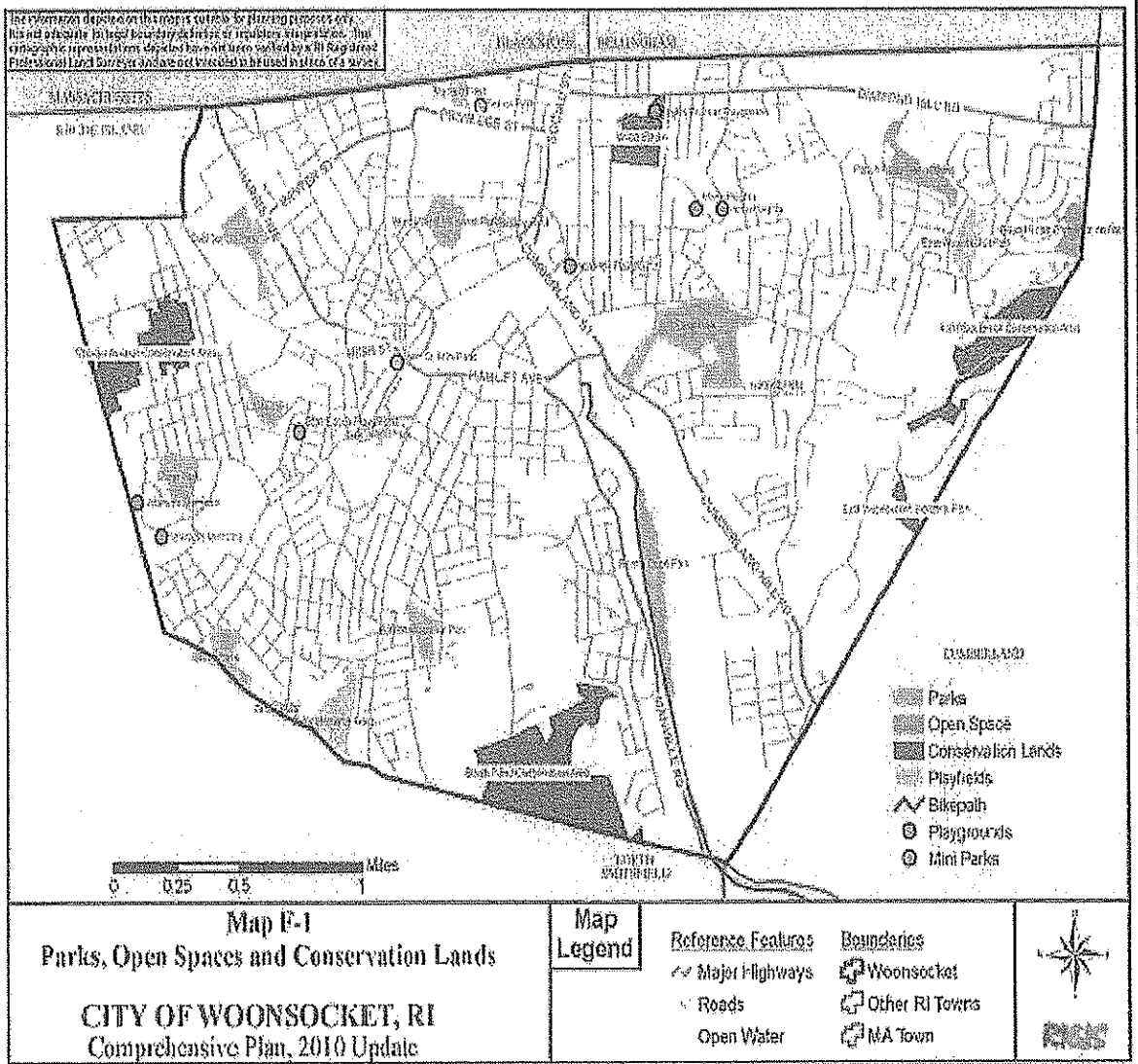


EXHIBIT B: SCOPE OF WORK

Cass Park Improvements
Cass Avenue, Woonsocket, RI
(Map 40/Lot 7)

ITEM #	PROPOSED WORK DESCRIPTON:
1	New basketball courts (2)
2	Expand existing baseball field
3	Construct new playground
4	Construct new picnic grove
5	Pave the park's walkway between track running to the Central Park area
6	Expand south parking areas
7	Repave and stripe parking lot of Cass Avenue
8	Restore wetland area along Iron Rock Brook

BUDGET
Woonsocket: Cass Park Improvements

Item#	Description	Unit Price	State Open Space Bond	Local Appropriation	Local In-Kind Services & Equipment	Other Funding	Total Project Costs
1	Finish 2 basketball courts	\$70,000.00	\$70,000.00				\$70,000.00
2	Renovate softball field	\$130,000.00	\$130,000.00				\$130,000.00
3	Pave southern parking lot	\$15,000.00	\$15,000.00				\$15,000.00
4	Upgrade play equipment	\$75,000.00	\$75,000.00		\$35,000.00		\$110,000.00
5	Picnic grove	\$25,000.00	\$25,000.00		\$20,000.00		\$45,000.00
6	Paving path way	\$8,000.00	\$8,000.00		\$20,000.00		\$28,000.00
7	Reconfigure uphill parking lot	\$25,000.00	\$25,000.00		\$50,000.00		\$75,000.00
8	Demolition old basketball court	\$40,000.00	\$40,000.00		\$25,000.00		\$65,000.00
	TOTALS:	\$388,000.00	\$388,000.00	\$0.00	\$150,000.00	\$0.00	\$538,000.00
	Minimum Required Match 20%		\$97,000.00				
	Match proposed		\$150,000.00				

DEM Recreation Development Grant
Expense Tracking Sheet

PROJECT NAME:	CITY/TOWN:	GRANT #:	GRANT AMOUNT:	TOTAL MATCH	REQUIRED: 20% OF TOTAL PROJECT COST	GRANT PERIOD:	DATE OF THIS PAYMENT REQUEST	PAYMENT REQUEST #/FINAL?	VENDOR	INVOICE#	DESCRIPTION	INVOICE AMOUNT	PAID AMOUNT/ ELIGIBLE EXPENSES (Adjust if necessary)	DIFFERENCE	DATE within GRANT PERIOD?	HAVE CANCELED CHECK FRONT/BACK OR BANK STATEMENT?	HAVE AIA/CERT BY MUNICIPALITY?
Status:																	
			\$0.00	\$0.00								\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
												\$0.00	\$0.00	\$0.00			
<i>Expend as needed</i>																	
PROJECT COSTS (EXPENSES PAID):												\$0.00	\$0.00	\$0.00			
REQUIRED MATCH 20% OF PROJECT COSTS:												\$0.00	\$0.00	\$0.00			
AMOUNT REQUESTED = EXPENSES PAID - MATCH:												\$0.00	\$0.00	\$0.00			



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
 DIVISION OF PLANNING & DEVELOPMENT
 235 Promenade Street, Room 320
 Providence, Rhode Island 02908

Payment Request Checklist for Grantees
DEM Recreation Development Grants

Project Name & #:

City/Town:

Date:

Payment Request #

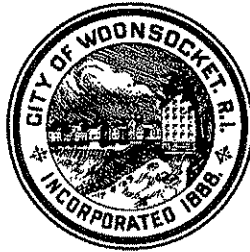
Final? (Y/N)

Enclosed? ✓ or N/A	REQUIRED DOCUMENTS
	Tear sheet from newspaper bid advertisement or other evidence of competitive bidding
	Bid tabulation sheets with bidder names & item unit pricing
	If other than low bidder or sole source vendor is selected, submit written justification
	Copies of executed contracts and change orders
	Letter requesting payment including project status
	Copies of contractor invoices / payment requests dated within grant period
	Copies front & back of cancelled checks
	AIA or similar certificate of completion
	Photos: Three or more photos of the completed project including at least one with people enjoying the recreational resources. Please note the location and date of the photos. Please email photos to Lisa.McGreavy@dem.ri.gov
	For in-kind staff services, send signed payroll with employees name and hours for project. For in-kind equipment, send detail equipment list with hours used*
	For in-kind volunteers, copies of attendance sheets w/date and time (hrs. worked) Use http://independentsector.org/volunteer_time (currently at \$23.07 per hr.)

*If using FEMA rates for in-kind equipment, see www.fema.gov/schedule-equipment-rates

Please mail this checklist along with two (2) sets of hard copies of the above required documents to:
 Lisa McGreavy, RIDEM Division of Planning and Development
 235 Promenade Street, Providence, RI 02908
 For questions, contact lisa.mcgreavy@dem.ri.gov 401.222.4776 Ext. 7611

**City of Woonsocket
Rhode Island**



November 3, 2016

Resolution

**AUTHORIZING THE MAYOR TO SOLICIT PROPOSALS
FOR THE FORMER SOCIAL STREET SCHOOL
BUILDING AT 706 SOCIAL STREET, WOONSOCKET**

WHEREAS, the former Social Street School at 706 Social Street, Woonsocket, Rhode Island, a/k/a Woonsocket Assessor's Plat 21, lots 47, 48 and 154 has been vacant since 2010; and

WHEREAS, the Administration of Mayor Lisa Baldelli-Hunt has received informal proposals for the potential acquisition and redevelopment of the former Social Street School; and

WHEREAS, the City of Woonsocket is interested in receiving proposals from interested developers and others in order to acquire and redevelop this facility.

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

SECTION 1. That the Mayor and Director of Planning & Development are authorized and empowered to solicit proposals for the sale and redevelopment of the former Social Street School in a form similar to Exhibit "A" which is attached hereto and made a part hereof by reference.

SECTION 2. This Resolution shall become effective upon its passage.

Robert M. Moreau
Council President by request

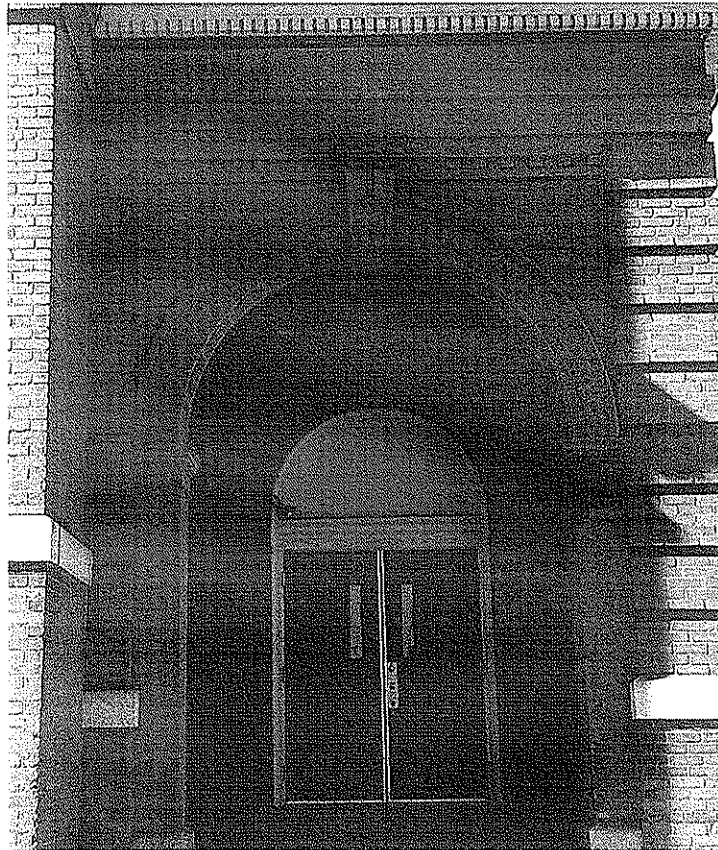
Exhibit "A"



City of Woonsocket, Rhode Island

Request for Proposals

DRAFT



For the purchase and proposed reuse of the former

Social Street School

706 Social Street

Woonsocket, Rhode Island

Bid# 5754

In accordance with Ordinance Chapter 7953

Description of the Property:

The City of Woonsocket invites Developers, Builders, Investors and Real Estate Agents to participate in this solicitation of proposals for the purchase and subsequent redevelopment of the former Social Street School located at 706 Social Street (Map 21-47, 21-48 & 21-154) consisting of 34,000 square feet of land. The buildings contain approximately 26,592 square feet of gross space and 22,771 sq. ft. of usable space. The School was vacated in 2010.

Solicitation of Proposals:

The deadline for the submission of proposals (sealed envelope) is 1:00 PM on Thursday, XXXXXXXX XX, 2016 delivered to the Purchasing Agent: 169 Main Street, Woonsocket, RI 02905. All questions and requests for information should be directed to N. David Bouley, Director for the Department of Planning & Development, City of Woonsocket, at 169 Main Street, Woonsocket, RI, 02895; (401) 767-9231; or ndbouley@woonsocketri.org.

Potential Property Reuse:

As a preliminary standard requirement as to the re-use of this property, proposals shall adhere to the following general conditions:

- 1.) Priority will be given to proposals emphasizing preservation of the existing building in its historical and neighborhood context, as well as preservation of architectural and decorative details. Aside from bringing the building up to code, rehabilitation of the building should be a complete and comprehensive nature and of the highest possible aesthetic and material quality.
- 2.) The suggested re-use of the property is for commercial/residential or mixed-use with upscale market priced residential; Work/live units (see attached City of Woonsocket Zoning Ordinance relative to such uses) Certain proposed uses may require a zoning change, which the City may consider at a later date.

- 3.) New construction in part or total may also be permitted, provided it is sympathetic to the historic character of the buildings. Any build-out or addition to the existing building shall have a modern/contemporary image that addresses the issues of tradition/innovation specific to the site, especially the building; as well as to aesthetic/philosophical issues both local and in general; be of aesthetic authenticity that is inspired by and expanded upon the institutional history of the building, site and the City.

The City is looking for a project that is vibrant, innovative, creative, bold, yet balanced and harmonious and award-winning (sparks cultural and intellectual interest within the community and beyond.

Submission Requirements:

All proposals submitted shall include as a minimum:

- 1.) A minimum acceptable offer of \$80,000 for the property. The City reserves the right to accept or reject any proposal based upon a number of factors, including, but not limited to, purchase offer, the scope and impact of the overall project on the neighborhood in particular and the community in general, the economic benefit and local property real estate and other taxes to be derived from the proposed development. The selection will not be based solely on the amount of the bid submitted but will be in the best interest of the City in the sole judgment of the City of Woonsocket.
- 2.) Identification of the legal entity that would make the purchase of the property.
- 3.) Identification of the entity that would undertake the rehabilitation/development of the project, listing the firm's experience, and a listing of recent relevant projects.

- 4.) A preliminary list of the proposed re-uses which are being considered for the building area to be renovated or for any new construction.
- 5.) A projected timetable for undertaking the project and the time needed for project implementation, including any period of due diligence required by the proposed developer prior to transfer of the property, as well as a preliminary list of approvals required for project financing and other consideration.
- 6.) A “good faith” deposit check (refundable) in the amount of \$2,500 at the time of the bid be submitted and an additional “good faith” deposit of \$2,500 shall be tendered by the proposer chosen by the City prior to entering into a formal purchase agreement.
- 7.) After preliminary acceptance of the acceptable proposal is made by the City, the developer shall prepare and submit an outline/chart of the various work items required to perform as part of their due diligence/project development. Also included should be a timeline detailing performance of these actions and an overall project schedule, including a projected date at which time a legally binding purchase and sales agreement will be executed upon approval by the City Council.

This Solicitation Packet Includes:

- 1.) Aerial map of the existing complex.
- 2.) City Assessor’s Plat Map depicting the area to be sold.
- 3.) Current City Assessor’s Tax Card of the property.
- 4.) Detailed floor plans of the property.

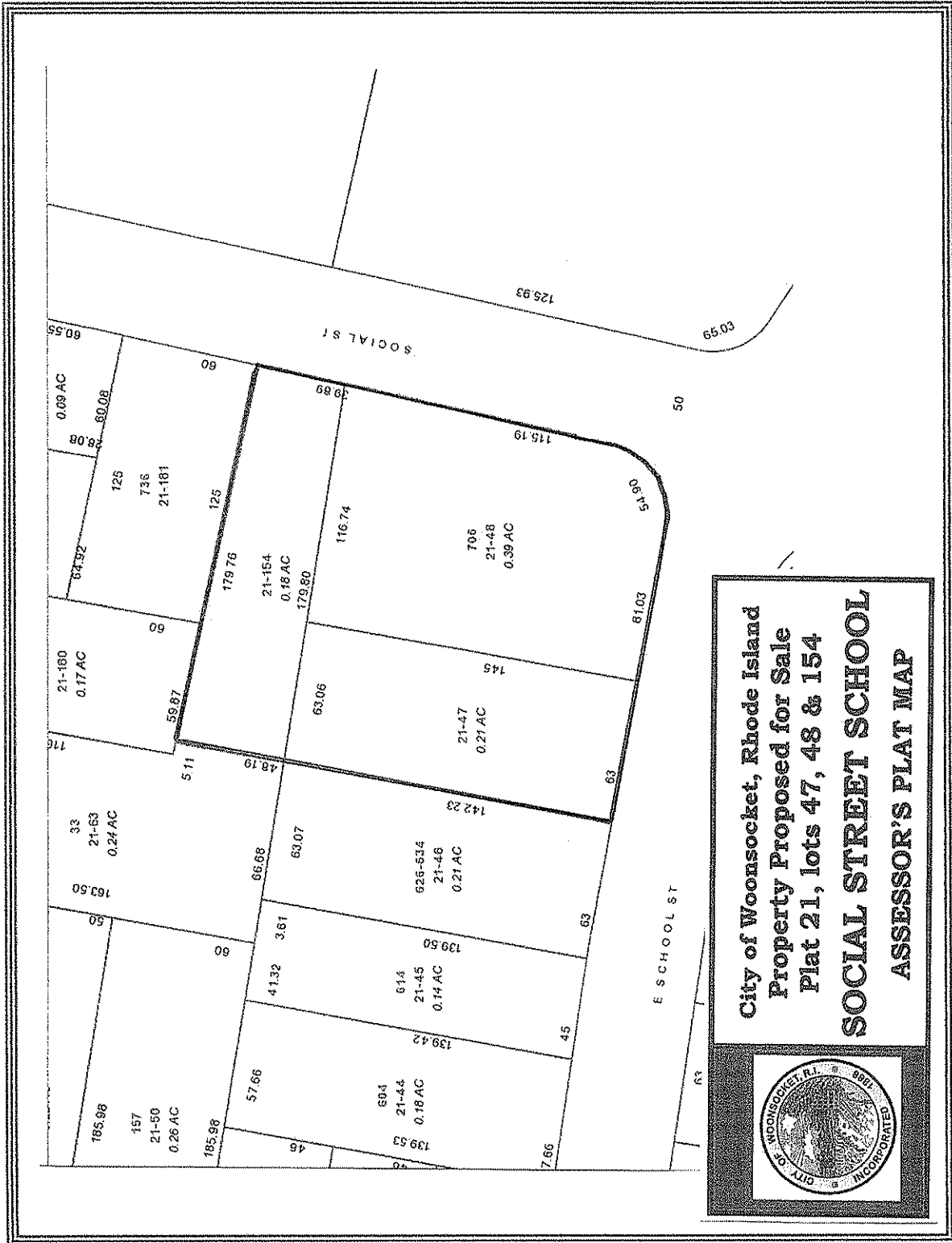
The existing buildings are available for inspection at the bidder’s convenience by arranging an appointment with the Department of Planning and Development, at (401) 767-9237, during normal business hours.

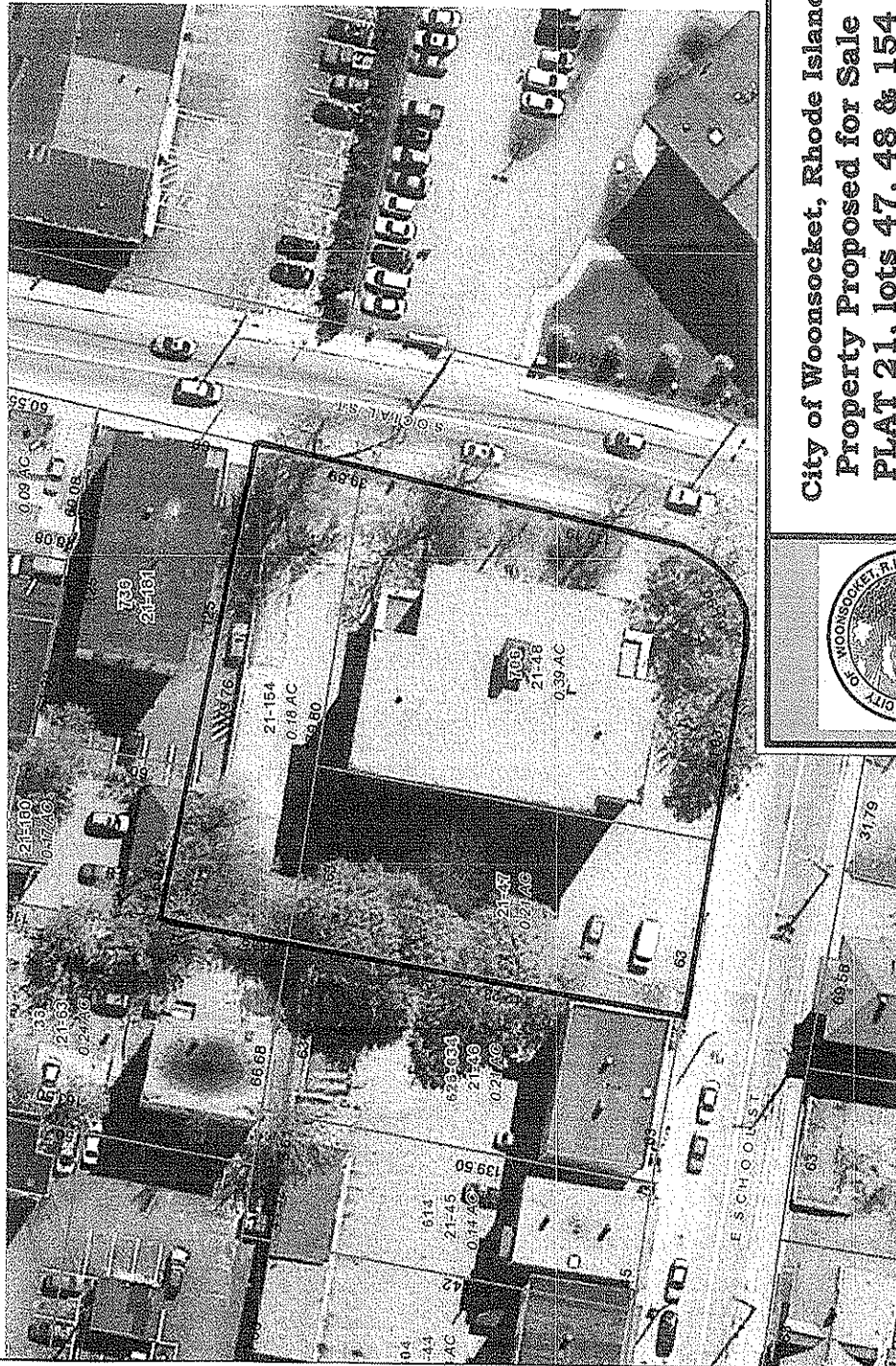
Proposals submitted by mail are sent at the risk of the prospective bidder. The City of Woonsocket assumes no responsibility for proposals sent by mail. Proposals sent via email or facsimile will not be accepted.

The preliminary and the final selections will be awarded based upon the best interest of the City of Woonsocket, and is at the sole discretion of the City of Woonsocket. The City of Woonsocket reserves the right, in its sole discretion, to accept or deny any and all proposals and bids. The award will not be based solely on the purchase offer submitted. The final sale will require approval by the City Council by Ordinance. The City will provide clear and marketable title to the sale.

Any questions concerning this invitation to bid should be directed to:

N. David Bouley, Director
Department of Planning and Development
169 Main Street
Woonsocket, RI 02895
Work: (401)767-9230 Fax: (401) 766-9312
Email: ndbouley@woonsocketri.org



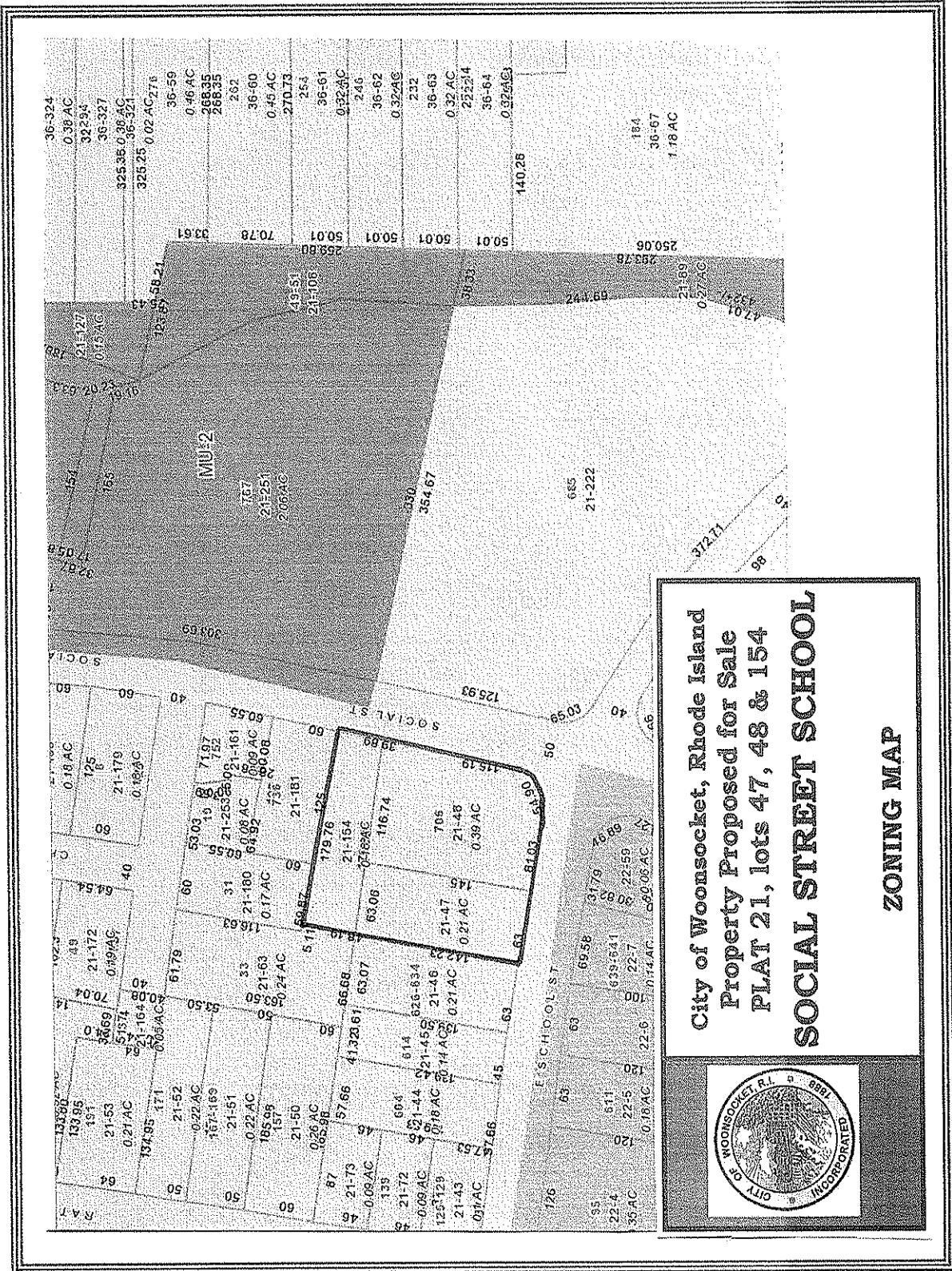


City of Woonsocket, Rhode Island
Property Proposed for Sale
PLAT 21, lots 47, 48 & 154

SOCIAL STREET SCHOOL

SATELLITE MAP





City of Woonsocket, Rhode Island
 Property Proposed for Sale
 PLAT 21, lots 47, 48 & 154
SOCIAL STREET SCHOOL
ZONING MAP



706 SOCIAL STREET

Location 706 SOCIAL STREET

Mblu 21/D / 48/ 1/

Acct# 27000500

Owner EDUCATION DEPARTMENT

Assessment \$1,126,500

PID 5381

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2014	\$1,075,800	\$50,700	\$1,126,500

Owner of Record

Owner EDUCATION DEPARTMENT
Co-Owner ADMINISTRATION BUILDING
Address 108 HIGH STREET
 WOONSOCKET, RI 02895-4310

Sale Price \$0
Certificate
Book & Page /
Sale Date

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EDUCATION DEPARTMENT	\$0		/	

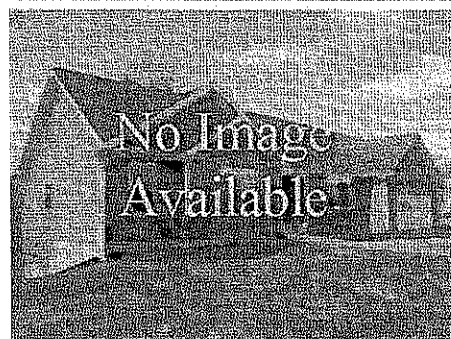
Building Information

Building 1 : Section 1

Year Built: 1902
Living Area: 22,771
Replacement Cost: \$2,283,547
Building Percent 47
Good:
Replacement Cost
Less Depreciation: \$1,073,300

Building Attributes	
Field	Description
STYLE	Schools-Public
MODEL	Comm/Ind
Grade	Average
Stories:	3
Occupancy	1
Exterior Wall	Brick/Masonry

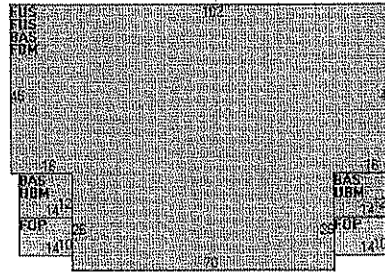
Building Photo



(<http://images.vgsi.com/photos/WoonsocketRIPhotos//default>)

Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Tar & Gravel
Interior Wall 1	Plastered
Interior Wall 2	Cust Wd Panel
Interior Floor 1	Infald Sht Gds
Interior Floor 2	
Heating Fuel	Oil
Heating Type	Steam
AC Type	None
Bldg Use	MUNICIPAL M94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	9030
Heat/AC	NONE
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	12
% Comn Wall	0

Building Layout



Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
FUS	Upper Story, Finished	12,820	12,820	
BAS	First Floor	6,746	6,746	
FBM	Basement, Finished	6,410	3,205	
FOP	Porch, Open	280	0	
UBM	Basement, Unfinished	336	0	
		26,592	22,771	

Extra Features

Extra Features
No Data for Extra Features

Land

Land Use

Use Code 9030
 Description MUNICIPAL M94
 Zone R4
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0.39
 Frontage 0
 Depth 0
 Assessed Value \$50,700

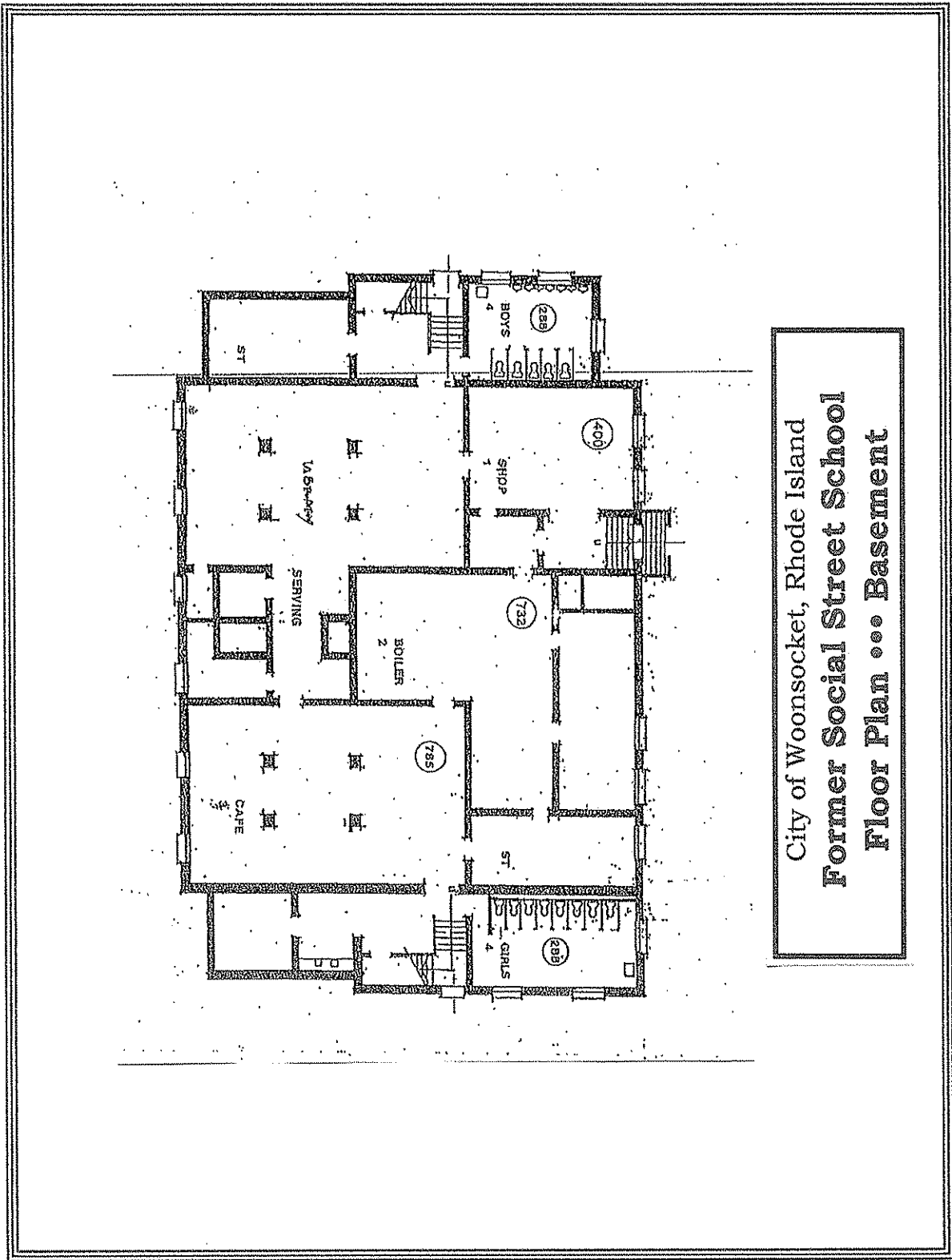
Outbuildings

Outbuildings						
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving - Asphalt			5000 S.F.	\$2,500	1

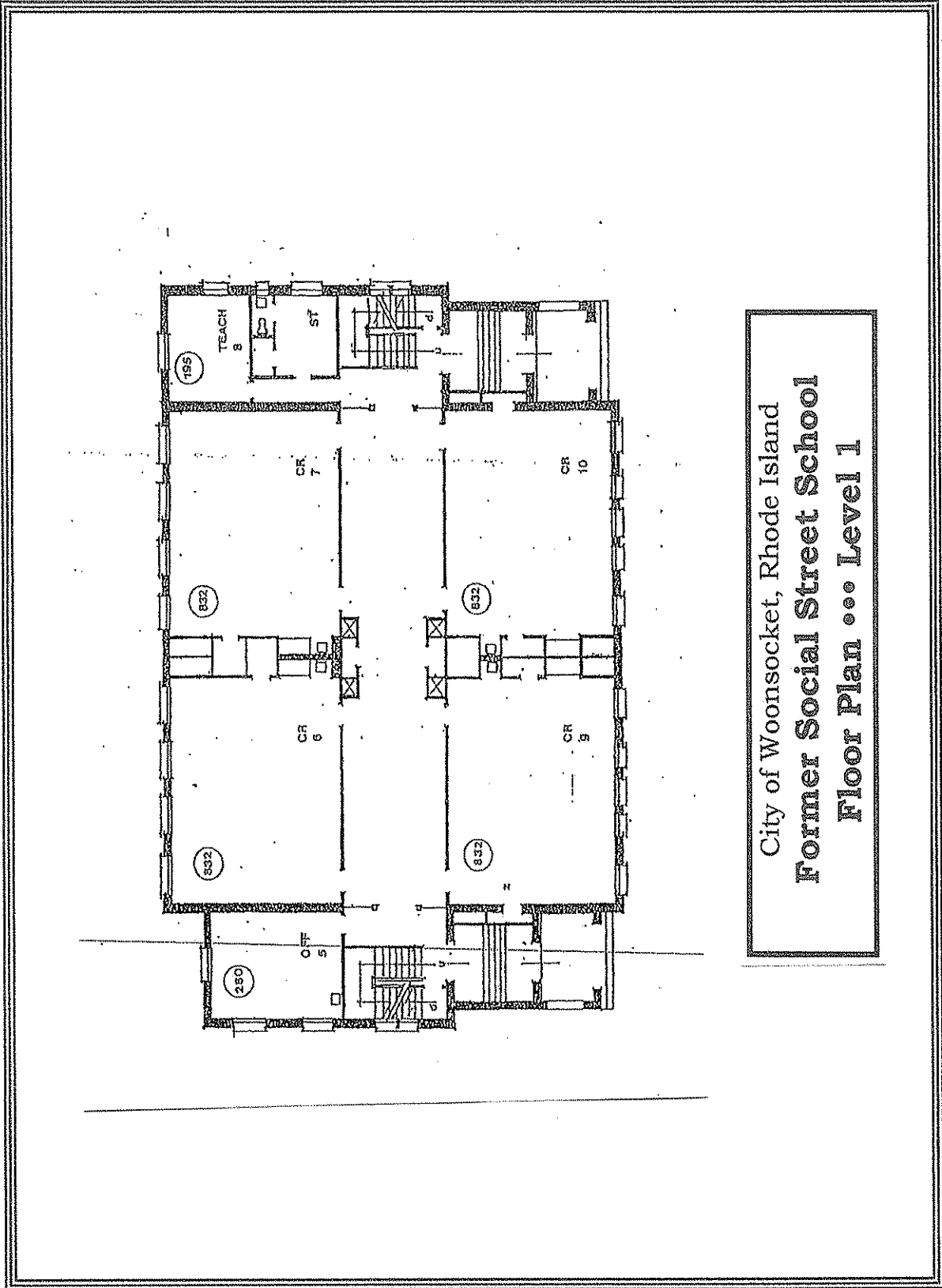
Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$1,075,800	\$55,800	\$1,131,600
2012	\$1,075,800	\$55,800	\$1,131,600
2011	\$1,075,800	\$55,800	\$1,131,600

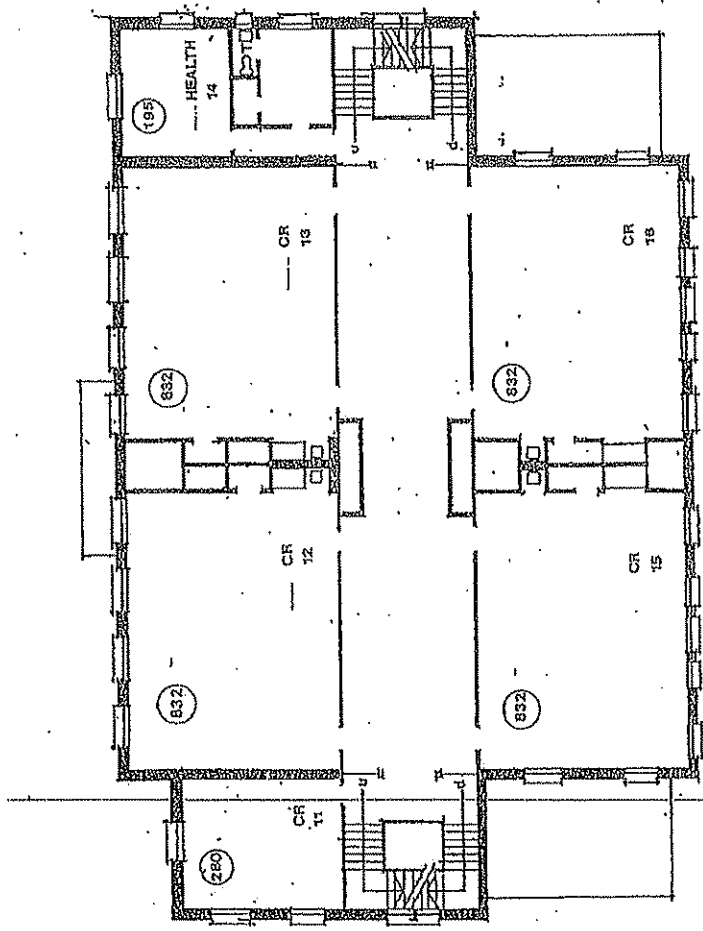
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City of Woonsocket, Rhode Island
Former Social Street School
Floor Plan ••• Basement



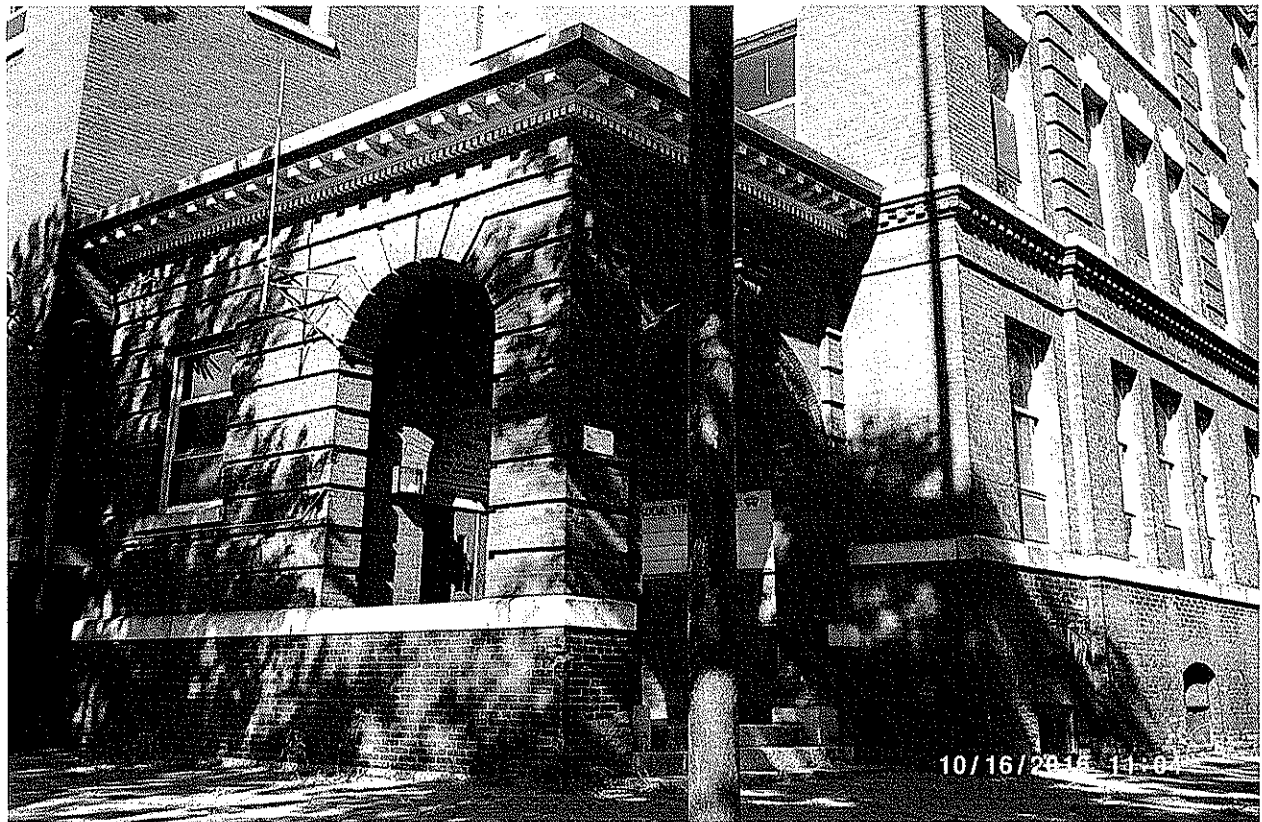
City of Woonsocket, Rhode Island
Former Social Street School
Floor Plan ... Level 1

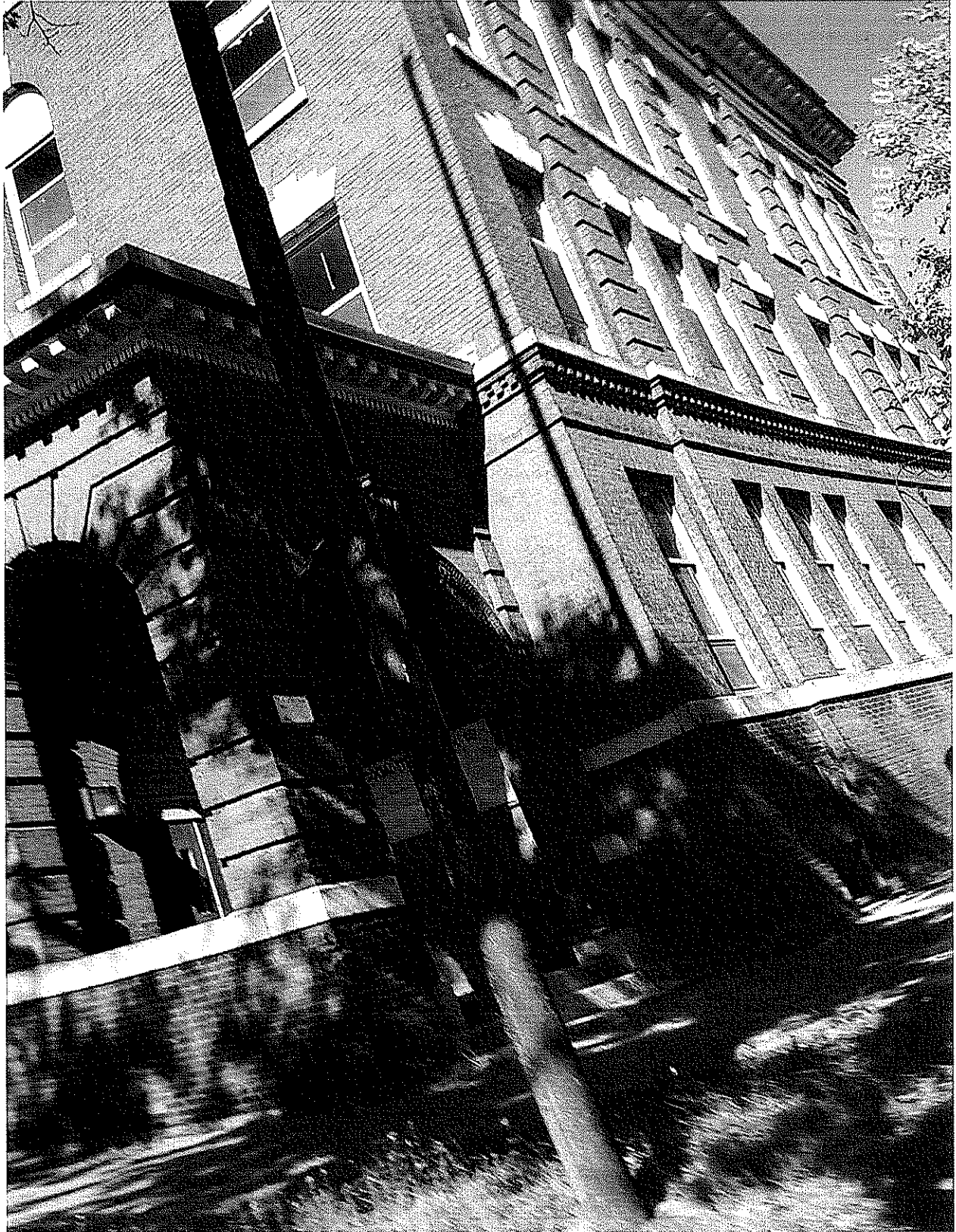


City of Woonsocket, Rhode Island
Former Social Street School
Floor Plan ••• Level 2



Social Street/East School Street Portico View





Social Street School • Building Front on Social Street



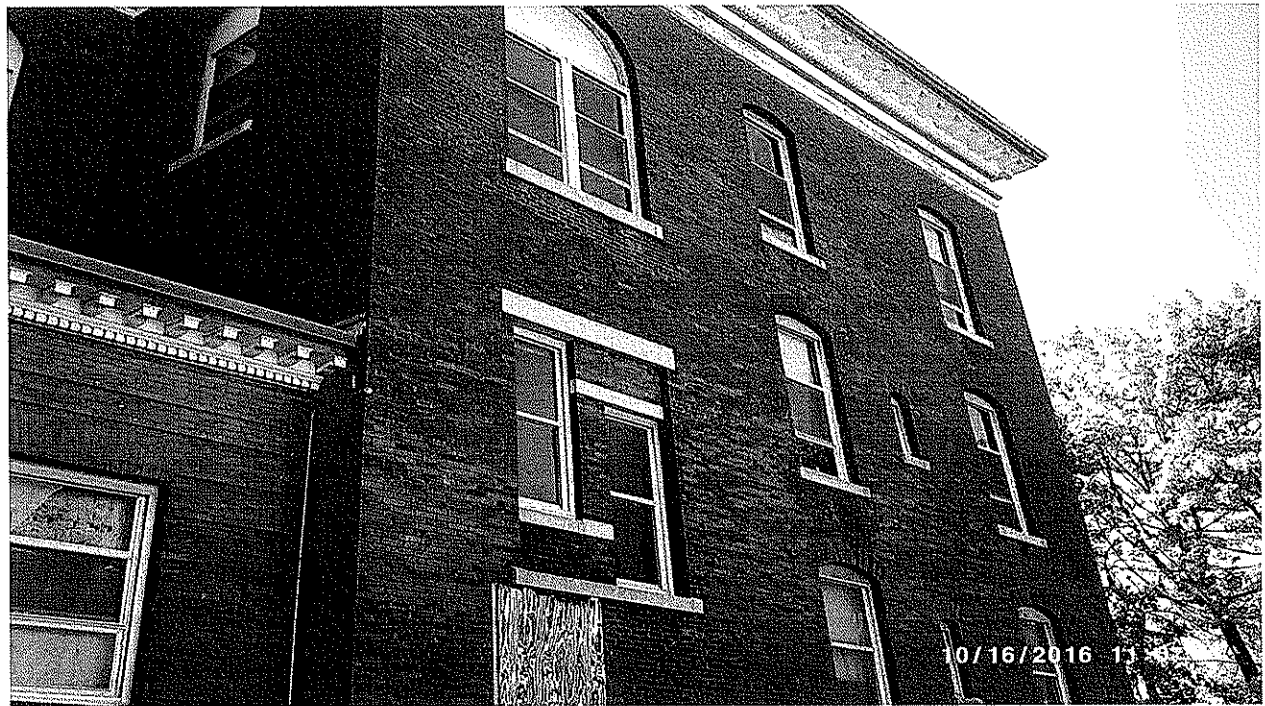
Close-up of Windows on 1st Level – Social Street side.



Cornice Pediment • Social Street School



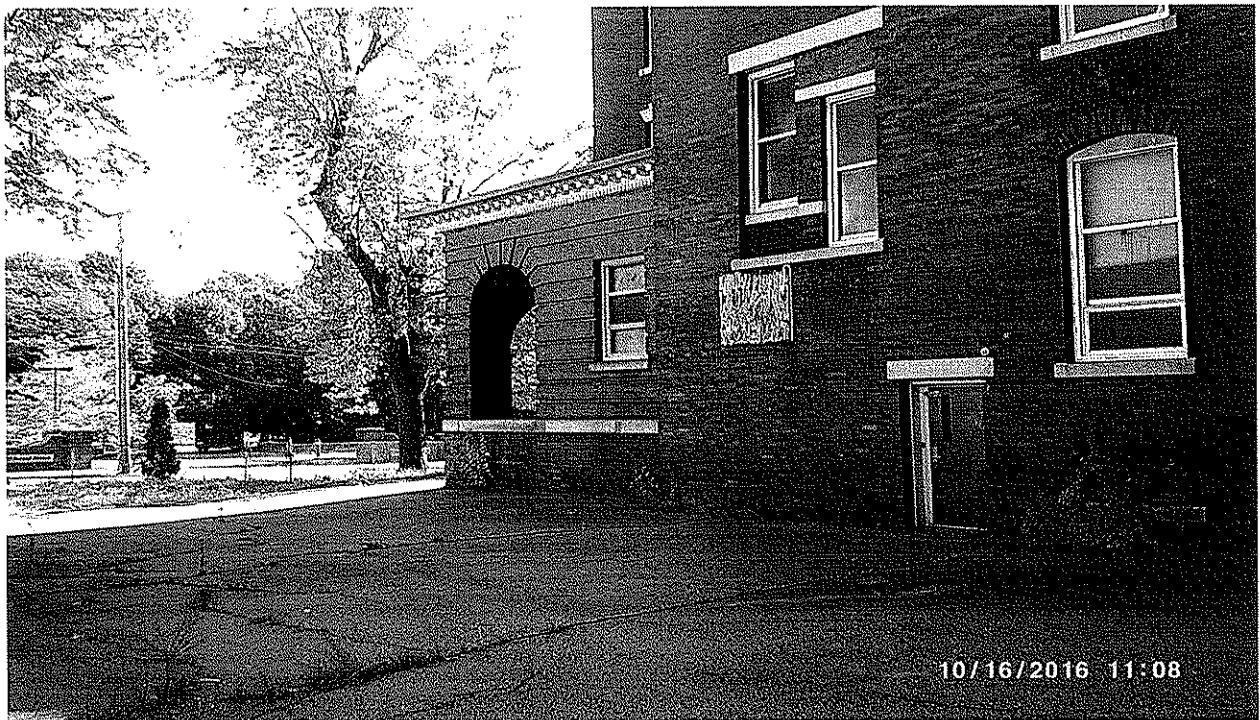
Secondary Entrance • Social Street Side



East School Street façade



Rear views of Social Street School [Upper & Lower photographs]





View of Social Street School from opposite side of Social Street.



The City of Woonsocket is located in Providence County at the North East corner of Rhode Island. Woonsocket is centrally located in the Boston/Worcester/Providence Triangle, with efficient interstate connections to Providence, RI, and Boston, MA.

In 1986, the United State Congress declared Woonsocket and twenty four towns within the Blackstone River Valley and watershed from Worcester, Massachusetts to Providence, Rhode Island, part of the “Blackstone River Valley National Heritage Corridor”. This recognition, reauthorized in 1996 and 2006, acknowledges the historical and cultural significance of the area as a birthplace of the American Industrial Revolution.

Population

According to the Census Bureau (2014), the City, has population of 41,228 people. Similar to other Cities in Rhode Island¹, and with exception of ethnic and racial minorities, Woonsocket had a 5 percent decrease in its total population between 2000 and 2010. During these years, groups of “color” grew a 36 percent. Particularly, by 2013 Woonsocket had a 14%, Hispanic population, 6% African American (Not Hispanic), and 7.1% Asian individuals (Rhode Island Division of Planning, 2014, p. 84).

Education System

The Woonsocket Education Department is comprised of seven elementary schools, five of which house grades K-5; one with grades 2-5 and another one housing grades K-2. Woonsocket also has one middle school (grades 6-8); one high school (grades 9-12); and one career and technical school (grades 10-12).

Woonsocket’s 10 schools are made rich and vibrant through the heritage and diversity of our students and community. As stated previously, the growing number of ethnic minorities is also reflected in the City’s student population, presenting the City and its resident with a richer multicultural perspective, but also challenging the educational system to offer alternatives to a traditional educational system that was already financially and academically challenged.

¹ According to RI Rising, RI is the slowest State for population growth. Between 2000 and 2010 the State had an increase in only 4,200 residents. RI has lost 2,300 residents since 2010. By 2010 RI was the 49th state for population growth.

A significant number of the students in the City do not finish high school, progressively deserting the educational system as they grow older. Woonsocket has one of the lowest percentages of High School (78.1%) and Bachelor's or Higher Degrees (14%) graduates in the State². Those lower percentages of graduation rates will reflect in Woonsocket's population marketable skills and number of opportunities they can access in life. In fact, in 2015, from a labor force of 19,027, there were 1,477 residents unemployed, for a rate 7.8%. This was the second highest unemployment rate in the State³ (RI Department of Labor and Training, Labor Market Information, 2016)

S2301: EMPLOYMENT STATUS (Census Bureau, 2010-2014)													
Subject	United States				Rhode Island				Woonsocket city, Rhode Island				
	Total	In labor force	Empl.	UR	Total	In labor force	Empl.	UR	Total	In labor force	Empl.	UR	
	Estimate (Est.)	Est.	Est.	Est.	Est.	Est.	Est.	Est.	Est.	Est.	Est.	Est.	
Population 16 years and over	248,775,628	63.9%	57.7%	9.2%	862,851	65.9%	59.3%	9.5%	32,229	58.8%	53.8%	8.1%	
EDUCATIONAL ATTAINMENT													
Population 25 to 64 years	165,878,168	77.6%	71.3%	7.7%	557,489	80.7%	73.7%	8.1%	22,298	70.9%	65.4%	7.4%	
Less than high school graduate	19,939,890	60.9%	52.3%	14.0%	64,182	62.1%	52.3%	15.8%	3,758	45.6%	40.8%	10.6%	
High school graduate (includes equivalency)	44,000,387	73.3%	65.9%	9.9%	145,098	77.2%	68.1%	11.6%	7,840	71.1%	63.7%	10.2%	
Some college or associate's degree	50,757,845	79.5%	72.7%	7.9%	161,033	82.8%	76.0%	7.7%	7,198	75.4%	70.6%	6.0%	
Bachelor's degree or higher	51,180,046	86.0%	82.0%	4.1%	187,176	88.0%	83.5%	4.1%	3,502	88.3%	84.9%	3.1%	
PERCENT IMPUTED													
Employment status for population 16 years and over	6.5%	(X)	(X)	(X)	6.5%	(X)	(X)	(X)	5.6%	(X)	(X)	(X)	
UR-Unemployment rate Employment Estimate- Est.													

Source: (United States Census Bureau, 2010)

² The Percentage High School Graduates or Higher degree for Woonsocket was only lower than Providence (72.9%), Pawtucket (76.8%) and Central Falls (53.9%). For Bachelor's Degree or higher Degrees, Woonsocket was ranking lower in the State, only surpass by Pawtucket (17.4%) and Central Falls (8.0%)

³ By 2015, Rhode Island unemployment rate was 6.0%.

Labor Force

Woonsocket has in its labor force of approximately 18,958 (58.8%) people (United States Census Bureau, 2010). The City's labor force, 16 years and older, consists of a mix of blue and white collar jobs, working primarily in educational services, healthcare and social assistance (these three representing 22.3%), retail trade (17.6 %), and manufacturing (16.2%). The population working in Woonsocket is also employed in Professional, scientific, and administrative management services (9.2%); Arts, entertainment, and recreation, and accommodation and food services (9.6%), and the construction industry (6.9%)

SELECTED ECONOMIC CHARACTERISTICS

Subject	Woonsocket		Rhode Island	
	Estimate	Percent	Estimate	Percent
EMPLOYMENT STATUS				
OCCUPATION				
Civilian employed population 16 years and over	17,331	17,331	511,362	511,362
Management, business, science, and arts occupations	4,228	24.4%	186,267	36.4%
Service occupations	4,053	23.4%	103,342	20.2%
Sales and office occupations	4,181	24.1%	125,695	24.6%
Natural resources, construction, and maintenance occupations	1,542	8.9%	36,772	7.2%
Production, transportation, and material moving occupations	3,327	19.2%	59,286	11.6%
INDUSTRY				
Civilian employed population 16 years and over	17,331	17,331	511,362	511,362
Agriculture, forestry, fishing and hunting, and mining	107	0.6%	2,171	0.4%
Construction	1,189	6.9%	26,294	5.1%
Manufacturing	2,802	16.2%	56,078	11.0%
Wholesale trade	458	2.6%	12,696	2.5%
Retail trade	3,050	17.6%	62,310	12.2%
Transportation and warehousing, and utilities	608	3.5%	18,585	3.6%
Information	178	1.0%	8,521	1.7%
Finance and insurance, and real estate and rental and leasing	602	3.5%	35,492	6.9%
Professional, scientific, and management, and administrative and waste management services	1,598	9.2%	49,411	9.7%
Educational services, and health care and social assistance	3,871	22.3%	138,299	27.0%

Arts, entertainment, and recreation, and accommodation and food services	1,667	9.6%	55,894	10.9%
Other services, except public administration	817	4.7%	22,693	4.4%
Public administration	384	2.2%	22,918	4.5%
CLASS OF WORKER				
Civilian employed population 16 years and over	17,331	17,331	511,362	511,362
Private wage and salary workers	15,270	88.1%	418,395	81.8%
Government workers	1,489	8.6%	66,835	13.1%
Self-employed in own not incorporated business workers	562	3.2%	25,560	5.0%
Unpaid family workers	10	0.1%	572	0.1%

(United States Census Bureau, 2010)

In Woonsocket, the City's growing ethnic and racial minorities reflects its multicultural character. From 2,235 firms in the City in 2012, 397 belonged to minorities, **657 Women and 265 veterans**. Woonsocket also had 3.3% Black own firms, 7.1% Asian, 5.2% Hispanic and 25.2%.

Businesses	United States	Rhode Island	Woonsocket
Total employer establishments, 2014	7,563,085.00	28132(1)	X
Total employment, 2014	121,079,879.00	421578(1)	X
Total annual payroll, 2014	5,940,442,637.00	19511135(1)	X
Total employment, percent change, 2013-2014	2.40	3.2(1)	X
Total nonemployer establishments, 2014	23,836,937.00	75,223.00	X
All firms, 2012	27,626,360.00	94,642.00	2235
Men-owned firms, 2012	14,844,597.00	54,651.00	1300
Women-owned firms, 2012	9,878,397.00	30,484.00	657
Minority-owned firms, 2012	7,952,386.00	14,737.00	397
Nonminority-owned firms, 2012	18,987,918.00	77,042.00	1713
Veteran-owned firms, 2012	2,521,682.00	9,904.00	265
Nonveteran-owned firms, 2012	24,070,685.00	79,837.00	1780
Geography	UNITED STATES	Rhode Island	Woonsocket
Population per square mile, 2010	87.40	1,018.10	5321.9

Land area in square miles, 2010	3,531,905.43	1,033.81	7.74
FIPS Code	"00"	"44"	"4480780"

(United States Census Bureau, 2010)

Physical Infrastructure

Development of Highland Industrial Park

There have been significant new job opportunities created by the development of the City's Highland Corporate Park beginning in the 1980s and continuing to the present day. Approximately fourteen businesses have expanded or relocated to the City as a result of this project. Subsequently the growth of new jobs has approach 4,000.

The list of tenants is headed by the CVS/Caremark Corporation which has experienced unparalleled growth during the past twenty years. CVS is Rhode Island's only Fortune 500 Company, and Woonsocket's number one corporate citizen, with local employment of approximately 3,500 people. Today, the company continues to make large corporate acquisitions, and to expand resident's employment.

The remaining industrial park tenants are dynamic companies who have found high technology and manufacturing niches in which to operate and grow. While many of these firms are small to medium in size, they maintain a commitment to employing Woonsocket residents and continuing to invest in their presence in the City.

High Volume Commerce

Diamond Hill Road is the City's major retail center with three major developments. Woonsocket Plaza totals approximately 350,000 square feet, and the expanded/renovated Walnut Hill Plaza contains 300,000 square feet. Retail space along Diamond Hill Road totals approximately 850,000 square feet, making it a significant regional retail center. Other smaller scale retail developments are located at Park Square, the Social Renewal Area, and along Cumberland Hill Road.

Health Care

Another set of substantial employers in the City are healthcare facilities, especially Landmark Medical Center. Landmark's presence is felt by the extensive network of medical and service professionals who derive their income from the hospital even though not directly employed by it.

Main Street

As a result of the modern day demands for quick and easy retail shop access and demographic changes, Main Street for many years through the mid-1990's showed a persistent decline. During recent years though, a significant revitalization has occurred in the Market Square Area.

Advancements included the Museum of Work and Culture, the newly opened River Falls restaurant, upgrades to the City's ice rink, and the continued development of River Island Park.

Over recent years, the City has commissioned several studies, plans, and reports to aide in further development of Main Street and the Market Square area. The latest effort to revitalize the area is in the form of a Wayfinding Master Plan for Downtown Woonsocket.

Current planned revitalization efforts now center on public and private improvements to the Truman Drive area, improving way finding between Main Street's two anchors: the Museum of Work and Culture and the Stadium Theatre. The changes will improve the connectivity between Main Street and the Blackstone Riverfront area, and drawing on Main Street's historic and cultural resources and heritage tourism potential as a means of economic development. Future Main Street developments should accentuate the opportunity for tourist-related activity along Main Street, enhance existing business, and promote future mixed-use development in the area.
Woonsocket Comprehensive Plan (2012 Update)

Small Business

The largest remaining portion of the City's economy is built on traditional small business, often family owned or single proprietorships operating in the restaurant or retail sectors. The City has made its tax incentive programs available to businesses with as few as two employees, reinvigorated its small business lending program and is working to better serve the needs of this sector through expediting the permitting process involved in opening a new business.

Woonsocket is determined to offer an increasingly positive business climate where City officials business and community work together to build a strong and stable economy that can create local jobs and promotes businesses growth. The City is working to offer companies moving to Woonsocket clear and transparent government policies and regulations, attractive taxes, and innovative zoning regulations. Woonsocket is also restructuring and modernizing its school and education system to develop a skill labor force able to compete in the rapidly transforming economy; and is investing in its physical infrastructure to offer the residents and businesses adequate support to their residential and/or commercial needs.

Economic development, through the retention of existing businesses and the attraction of new ones, is of prime importance to the City. The City is pro-development and will utilize proactively various State and local incentive programs, financing support, and land use regulations to support growth in employment opportunities for City residents. The City of Woonsocket sees the following as the strategic advantages it offers to local business:

- Progressive tax incentive programs for new and existing businesses
- Prime geographic location, providing easy access via car or truck to Routes 99, 146, 295, 95 and 495 into Massachusetts
- An existing surplus capacity of water and wastewater treatment
- Existing rail access to a number of locations and facilities in the City
- An inventory of affordable lease space in historic mills

- A first-class industrial park that enjoys enhanced incentives for new construction and expansion
- Access to a market that has over 146,000 residents living in the City or its surrounding communities and are linked directly by roads to the City's commercial areas
- A well established and growing creative economy in the Main Street area that has begun to reinvigorate night life in the City through offerings of theater, live music and other entertainment, restaurants and night clubs
- Existing strong efforts to promote a targeted tourism development program that emphasizes the City's historic buildings, cultural heritage, and access to the Blackstone River

Recognizing the strength of Woonsocket's strategic advantages, our goals for economic development are to:

- Broaden and deepen the commercial and industrial tax base
- Achieve and maintain a competitive commercial tax rate
- Support ongoing efforts to address educational and/or skill gaps and improve the competitiveness of the local labor force
- Woonsocket Comprehensive Plan (2012 Update). This Plan will be updated in 2017.
- Assist in the transformation of mill properties to accommodate small, multi-tenanted manufacturing, warehouse, and industrial applications
- Build up commercial tenants along Main Street as a result of increased tourism.
- Leverage appropriate sources of federal, state and private funding to improve the appearance of the City, support small business development through gap financing, and redevelop targeted areas suffering from blight or inactivity
- Foster the ongoing development of a lively arts community within the boundaries of the City's state-designated Arts District by promoting the related tax incentives to the creative community

The financial incentives for prospective businesses are realized through the adoption of a "phase-in" schedule, usually over a 10 year period, for projects involving new construction or substantial renovation of commercial and industrial properties resulting in new property tax assessments. The degree of the tax incentive varies, depending upon the number of new employees, property location, and the size and type of business. As an example, for major new companies locating in the City's Highland Corporate Park, the level of program subsidy results in a new business being assessed only 20% to 50% of expected taxes in year one, with incremental increases over a 10 year period.

Even more, the 2017 proposed budget for the Fiscal Year beginning July 1, 2016 proposed a 12% decrease in the residential real estate tax rate from \$36.58 per thousand of assessed value to \$32.14. In addition, this budget also recommends the lowering of the commercial tax rate to \$39.99 per thousand from \$40.70.

Financial Assets:

The City of Woonsocket has developed multiple strategies to recover the control of its finances and is designing multiple economic strategies to promote development and economic growth.

Mayor Baldelli-Hunt regained the control of the City’s finances, after a Budget Commission appointed by the State Director of Revenue took it away in 2012. The Commission met its goals, returning fiscal stability to the city of Woonsocket. Ratings upgraded the long term credit rating to BB- with a Positive outlook (City of Woonsocket, 2015) from a previous B with a stable outlook, and a 2013 negative rating. This upgrade reflects more stable finances, a better management of the city and an approved five year operating plan. This new rating reflects the city’s effort to improve the financial stability and increases the possibilities to access healthier credits.

For the Fiscal Year beginning July 1 2016 and ending June 30, 2017, The City adopted a Municipal Budget Plan of \$107,517,082. The budget proposed an increase of expenditures of approximately one quarter of one percent over the prior year budget. That increase was facilitated in part by the reduction in approximately \$3.1 in bond taken out in 2011 and the 2016 refinancing prior debt. In an effort to guard against future deficits, this budget establishes a budget reserve account which will be initially funded by an appropriation equal to 1% of last year’s budgeted revenue of \$802,000. The budget also begins funding, for the first time; an account dedicated solely for the payment of Other Post Employment Benefits (OPEB) in the amount of \$500,000. All of these steps were designed to strengthen the financial foundation of Woonsocket.

The budget also appropriated funds for Woonsocket Education Department (WED), planning to improve schools infrastructure and Student supports. The City is making particular emphasis funding all day kindergarten and other programs to increase graduation rate, and improve performances from Pre-K to 12th grade.



City of Woonsocket, RI · Zoning Ordinance · Live/Work Units

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

Add: 4.4 Residential Uses

Zoning District	R-1	R-2	R-3	R-4	C-1	C-2	MU-1	MU-2	I-1	I-2	PR-1	PR-2
19. Live/Work Units	NP	NP	NP	S**	P	P	P	P	P	P	NP	NP

** Required approval of a resolution by the city council identifying a specific property or structure that may be designated as permitting live/work units subject to plan approval by the planning board.

Add a new Section 12.6 Live/Work Units, as follows:

12.6.1 Live/work units are permitted in all commercial and manufacturing zones, or in specific properties in residential zones approved by the city council by resolution.

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

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

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

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

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

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

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

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

12.6.5 (f) No signage shall be allowed other than numbering required to address identification.

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

shall maintain on the premises the original labeling and packaging provided by the manufacturer for all tobacco products that are sold or offered for sale by the licensee separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale, and may be disposed of upon the sale of the entire contents of such package.

This subsection (f) shall not apply to the following businesses:

1. A smoking bar as defined in Section 23-20.10-2(15) of the Rhode Island General Laws.
2. A retail store as defined in Section 23-20.10-2(11) of the Rhode Island General Laws.
3. An electronic smoking device establishment.

SECTION 8. Suspension or revocation of license – fines and costs.

The Woonsocket Police Department shall enforce the provisions of this article. All licensees shall be subject to a compliance check at least two (2) times a year; violators shall be checked more frequently until two (2) consecutive compliance checks are completed without violation. If an alleged violation occurs, the Woonsocket Police Department shall issue a citation that will require the licensee to appear for a show cause hearing before the board of licenses. If, after a hearing, the board finds that a violation has occurred, the board shall impose a civil fine of two Hundred and Fifty Dollars (\$250.00) for the first offense; Five Hundred Dollars (\$500.00) for the second offense; and Seven Hundred and Fifty Dollars (\$750.00) for any subsequent offense(s). Additionally, the board may suspend or revoke the license. If a licensee maintains its license for Thirty-Six (36) consecutive months without a violation, any new violation shall be treated as a first offense. It is the intent of this legislation that all fines collected by the City hereunder shall be used by the board of licenses and the Woonsocket Police Department for the purpose of conducting tobacco product compliance checks.

SECTION 9. Use of premises during license suspension.

During the period of any suspension of a tobacco dealer's license, the licensee shall remove all tobacco products from the retail display area of the location and secure them in a locked area for the duration of the suspension. If, at any time during the suspension period, the licensee is found to be selling, distributing, or delivering any tobacco products, the license shall be revoked.

SECTION 10. Vending machines.

Businesses which have vending machines shall be subject to the same fines and penalties as described in Section 6 of this article. In the event that a tobacco dealer's license is suspended or revoked, then the vending machine shall be removed from the licensed location for the period of suspension or revocation.

SECTION 11. Severability.

If any provision of this article, or application thereof to any person or circumstances, is held unconstitutional, illegal, or otherwise invalid, the remaining provisions of this article and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

SECTION 12. This Ordinance shall take effect on February 1, 2017 following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Melissa Murray
City Council

Daniel Gendron
City Council

IN CITY COUNCIL October 17, 2016 - Read by title, amended and passed for the first time as amended.

AMENDMENT: Section 1 amend "February 1st" to "April 1st"; amend "\$120" to "\$75"; Section 4 delete "\$120" and in its place insert "\$75"; Section 6 delete "\$100" and in place insert "\$75"

12.4.6 Parking: For live/work units of fewer than twenty-five hundred square feet (2,500 sq. ft.), one (1) parking space is required for each unit. For live/work units greater than 2,500 square feet, required parking will be based on the applicable parking standards for the nonresidential use or the closest similar use as determined by the zoning official.

Add: Section 5.1-8 Parking Requirements for Live/Work Units:

Parking: For live/work units of fewer than twenty-five hundred square feet (2,500 sq. ft.), one (1) parking space is required for each unit. For live/work units greater than 2,500 square feet, required parking will be based on the applicable parking standards for the nonresidential use or the closest similar use as determined by the zoning official.

Add Section 18.1 Definitions

“Live/work unit” shall mean a building or space within a building used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.