

MONDAY, DECEMBER 3, 2018  
WOONSOCKET CITY COUNCIL AGENDA  
CITY COUNCIL PRESIDENT DANIEL M. GENDRON PRESIDING  
7:00 P.M. – HARRIS HALL  
169 MAIN STREET, WOONSOCKET, RHODE ISLAND 02895

REGULAR MEETING

1. ROLL CALL
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. CITIZENS GOOD AND WELFARE  
(Please limit comments to five minutes)
5. APPROVAL/CORRECTION OF MINUTES OF REGULAR MEETING HELD NOVEMBER 19<sup>TH</sup>
6. CONSENT AGENDA  
All items on the consent agenda are indicated with an asterisk (\*).
7. COMMUNICATIONS FROM MAYOR  
  
None.
8. COMMUNICATIONS FROM CITY OFFICERS  
  
18 CO 54\* From Director of Public Works regarding petition from Verizon and National Grid.
9. AGENDA FOR BOARD OF LICENSE COMMISSIONERS  
  
18 LC 53 Public hearing on transfer application of Class BV Liquor license from The River Falls Complex, Inc. d/b/a River Falls Complex to Meldi Maa, Inc. d/b/a Riverfalls Restaurant, 74 South Main Street.  
18 LC 54 Application of licenses and renewal of licenses (listing attached).
10. COMMUNICATIONS AND PETITIONS  
  
18 CP 69 A request from Christopher M. Roberts to address the City Council regarding status of litigation known as Roberts v. Woonsocket Board of Assessment Review, RI Superior Court Case Number PC-2017-2410.
11. GOOD AND WELFARE  
(Five minute limit, per Council Rules of Order)
12. ORDINANCES PASSED FOR THE FIRST TIME NOVEMBER 19<sup>TH</sup>  
  
18 O 55 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitle "Zoning" changing the zoning designation of Assessor's Plat 39, Lot 9 from Residential-2 (R-2) to Mixed-Use-1(MU-1).-Gendron

13. NEW ORDINANCES

- 18 O 63 Granting a petition for a new joint pole for National Grid and Verizon on Jillson Avenue.-Gendron
- 18 O 64 Authorization to sell property located at Scotia Street a/k/a Assessor's Plat 1, Lot 89 and property located at McMullen Avenue a/k/a Assessor's Plat 1, Lot 76, Woonsocket, Rhode Island.-Beauchamp

14. NEW RESOLUTIONS

- 18 R 121 Authorizing the cancellation of certain taxes.-Gendron
- 18 R 122 Authorizing execution of an agreement with RIDOT to extend the water main on Eddie Dowling Highway in North Smithfield.-Gendron
- 18 R 123 Instructing the Administration to issue payment to Christopher and Jessica Roberts for attorney's fees as set forth in the order dated September 19, 2018 in connection with C.A. No. PC/2017-2410.-Brien

15. ADJOURNMENT

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

Posted November 29, 2018

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**RENEWALS**

**COIN-OPERATED MACHINE**

Boilermakers, 81 Allen Street (2 games, 1 jukebox)  
Brews & Cues, 42 Rathbun Street (1 jukebox)  
Le Club Par-X, 36 Stanley Street (1 game, 1 jukebox)  
Our Pad, 446 River Street (1 game, 1 jukebox)

**POOL TABLE/BILLIARDS**

Boilermakers, 81 Allen Street (3 tables)  
Brews & Cues, 42 Rathbun Street (2 tables)  
Charley's Place, 158 First Avenue (1 table)  
Our Pad, 446 River Street (2 tables)

**VICTUALING – FIRST CLASS**

Aroma CT Café, 17 Front Street  
Blackstone Valley Tourism Council, One Depot Square  
Coffee Connection, 100 Bernon Street  
George's Breakfast & Lunch, 793 Harris Avenue  
J's Deli, 760 Cumberland Hill Road  
King Wok, 477 Clinton Street  
Popeye's, 1507 Diamond Hill Road  
Subway, 483 Clinton Street

**TOBACCO LICENSE**

Gulf Express, 852 Park Avenue  
Pros Liquors, 266 Mendon Road

**TRANSFERS**

**HOLIDAY**

Colbea Enterprises, 1030 Social Street

**TOBACCO LICENSE**

Colbea Enterprises, 1030 Social Street

Monday, November 19, 2018

At a public hearing of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island in Harris Hall on Monday, November 19, 2018 at 6:30 P.M.

All members are present.

- 18 O 55 . An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" changing the zoning designation of Assessor's Plat 39, Lot 9 from R-2 to MU-1 is read by title.

Atty. Lloyd Gariepy addressed the council.

Upon motion of Councilman Cournoyer seconded by Councilors Fagnant and Sierra it is voted that the hearing be and it is hereby adjourned at 6:36 P.M.

The regular meeting immediately follows at 7 P.M.

All members are present.

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: Susan Mansfield, Jeanne Michon, William Doe, John Reynolds Kr., Adam Brunetti, Jeff Partington, Richard A. Monteiro, Cindy Stapanian, Alethea Forcier, Carmen Boucher, Timothy Cote and Estelle Bubble.

Upon motion of Councilwoman Murray seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held November 5<sup>th</sup> be approved as submitted with one correction to let minutes reflect that on 18 R 117, Councilwoman Murray abstained from the vote rather than Councilwoman Sierra, a voice vote on same being unanimous.

Upon motion of Councilwoman Murray seconded by Councilman Brien 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:

- 18 CO 51 A communication from Planning Board Chairman submitting response to request for advice and recommendation regarding change of designation from R-2 to MU-1 on Plat 30 Lot 9.
- 18 CO 52 A communication from City Solicitor regarding property damage claim of Jeremy Fontaine.
- 18 CO 53 A communication from City Solicitor regarding property damage claim of Jeanne F. Lambert.
- 18 CP 68 Monthly odor report from Jacobs Engineering Group.
- 18 LC 52 Upon motion of Councilwoman Murray seconded by Councilman Brien it is voted that the following licenses be granted, a voice vote on same being unanimous: 1 application for Class F1 license with entertainment, 1 application for entertainment license, 5 applications for renewal of coin-operated machine license, 1 application for renewal of constable license, 1 application for renewal of holiday license, 2 applications for renewal of pool table license, 1 application for private detective license, 2 applications for renewal of quarterly entertainment license, 4 applications for first class victualing license and 1 application of Class D liquor license holder to hold a 2 AM license on New Year's Eve.

Upon motion of Councilman Courmoyer seconded by Councilwoman Murray it is voted to dispense with the regular order of business and take up the following ordinance:

18 O 55 An ordinance in amendment of Code of Ordinances, Appendix C entitled "Zoning" changing the zoning designation of Assessor's Plat 39, Lot 9 from R-2 to MU-1 which was tabled until this meeting, is read by title, and

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

The following remarks are made under good and welfare:

Councilman Brien congratulated Woonsocket High School football team on Super Bowl win and also congratulated Emmanuel Gomes for being named MVP. He requested the public to vote for Levitt AMP concert series. He commented on odor report. He congratulated Jeanne Michon on her success with New Beginnings. He announced Rotary Club beer & wine tasting fundraiser to be held December 4<sup>th</sup> at Village Haven.

Councilman Courmoyer spoke about teachers' contract and putting past environment behind us.

Councilman Fagnant spoke about monthly odor report. He congratulated Woonsocket High School football team and Coach Bibeault on Super Bowl win.

Councilwoman Murray thanked all who ran for public office and the voters. She spoke about Levitt AMP concert series. She wished everyone a Happy Thanksgiving

Councilwoman Sierra reminded everyone that Bileau's is selling tickets for a raffle to benefit New Beginnings. She wished everyone a happy, healthy Thanksgiving.

President Gendron spoke about Main Street holiday stroll on December 1<sup>st</sup>. He addressed issues at the Senior Center. He spoke about tragedy on Clinton Street and safety precautions. He wished everyone a Happy Thanksgiving.

Councilman Beauchamp congratulated Woonsocket High School football team, coach, parents and principal Henderson. He commended Mr. Cote for speaking under good and welfare.

18 O 58 An ordinance in amendment of Chapter 15 entitled "Parks and Recreation" of the Code of Ordinances is read by title, and

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

18 O 59 An ordinance authorizing abandonment and acceptance of storm drain easements, which was passed for the first time on November 5<sup>th</sup>, is read by title, and

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

18 O 62 An ordinance authorizing sale of property located at Scotia Street a/k/a Assessor's Plat 1, Lot 89 located on McMullen Avenue a/k/a Assessor's Plat 1, Lot 76 is read by title, and is withheld until the next meeting.

18 R 120 A resolution authorizing the cancellation of certain taxes is read by title, and

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

Upon motion of Councilman Fagnant seconded by Councilors Beauchamp and Sierra it is voted that the meeting be and it is hereby adjourned at 8:08 P.M.

Attest:

Christina Harmon Duarte

City Clerk



City of Woonsocket  
Department of Public Works  
Engineering Division

Lisa Baldelli-Hunt  
Mayor

Steven D'Agostino  
Director

28 November 2018

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

**Re: Petition from Verizon and National Grid**

Dear Councilors,

On the docket for this evening is a petition from Verizon and National Grid. They have requested permission to erect and maintain a new pole on Jillson Avenue Map F4 Lot 30-8, property owner by the City of Woonsocket.

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

The Engineering Division has reviewed the plan and they have found it to be acceptable.

Respectfully,

Steven D'Agostino  
Director of Public Works

Attachment

TRANSFER APPLICATION

CITY CLERK'S OFFICE  
WOONSOCKET, RI 02895

CLASS BY LIQUOR TRANSFER APPLICATION

DATE: 11/16/18

FEE: \$227.00  
(Transfer: \$2.00, Ad: \$225.00)

RIVER FALLS Complex Inc DBA RIVER FALLS COMPLEX  
OF  
74 SOUTH MAIN ST

TRANSFER TO: Meldi Maq Inc DBA Riversfalls Restaurant

Phone Number: 919-561-2041

Mail License to: 70 Endicott st #501 Norwood MA 02090

DATE OF TRANSFER: 12/3/18

  
Signature Previous Owner


GARY FERNANDES  
Print Name

  
Signature New Owner

Hevam Patel  
Print Name

70 Endicott st #501  
Address of New Owner Norwood MA 02090

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

Date Paid: 11/16/18 Debit CARD  


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



BOARD OF LICENSE COMMISSIONERS  
APPLICATION FOR LIQUOR LICENSE

RETAILER CLASS: A \_\_\_ BH \_\_\_ BM \_\_\_ BT \_\_\_ BV  BVL \_\_\_ C \_\_\_ E \_\_\_ ED \_\_\_ J \_\_\_ T \_\_\_ 2:00 A.M. \_\_\_

Business Structure:  Corporation  Partnership  LLC  Individual

Meldi Mag Inc  
Name of Applicant/Corporation

River Falls Restaurant  
D/B/A

74 South Main Street  
Address of Premise

401 235-9026  
Phone Number of Business

River Falls. restaurant ri@gmail.com  
Email Address

State - Incorporated: Rhode Island Date of Incorporation: \_\_\_\_\_

Name, Address, Telephone of all Officers/Members with percentage ownership:

President/Member Name	Address	Phone	% Ownership
<u>Hevam Patel</u>	<u>70 Endicott St #501 Norwood MA 02090</u>	<u>919-561-2041</u>	<u>100%</u>
<u>Hevam Patel</u>			
<u>Hevam Patel</u>			
<u>Hevam Patel</u>			

Name and Address of All Directors or Board Members, with percentage ownership:

Name	Address	Phone	% Ownership
<u>Hevam Patel</u>	<u>70 Endicott St #501 Norwood MA 02090</u>	<u>919-561-2041</u>	<u>100%</u>

If application is on behalf of undisclosed principal or party, please give details:

Does Applicant Own Premises?  Yes  No Is Property Mortgaged?  Yes  No or Leased? Yes \_\_\_ No \_\_\_

Give Name and Address of Mortgagee (Bank or Mortgage Holder) or Lessor (Landlord) and Amount of Extent

Newteck Financial 1.6 M  
Name Address Amount - Term  
25 Year

Have any Officers, 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 Applicant or any of its Officers, Members or Stockholders interested directly or indirectly, as principle or associate, or in any manner whatsoever, in any retail license issued under Title 3 of the RI General Laws? If yes, explain:

NO

Is Applicant the owner or operator of any other business? If yes, explain:

Yes A Row Express, meldons Mini Mart  
Makabi's Market

State amount of capital invested in the business?

\$1250,000

Do you have now, or will you be installing, a draught system Yes No

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

Sheep

Applicant Signature

11/16/18

Date

- Every question on Application Form must be answered. Any false statement made by the Applicant will be sufficient grounds for the denial of the applica or the revocation of the license in case one has been granted.
- Corporation having 25 or more stockholders need not file a list of the names and addresses of stockholders - (Question #8)
- Attention is called to the requirements RIGL §3-5-10:
  - All newly elected officers, members, or directors must be reported to the Board of License Commissioners within 30 days.
  - Any acquisition by any person of more than ten per cent (10%) of any class of corporate stock must be reported within 30 days.
  - 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.

APPLICATION FOR TRANSFER OF LICENSE ONLY

Transfer of Location \_\_\_\_\_ Name \_\_\_\_\_ Stock \_\_\_\_\_ Current Retail Class \_\_\_\_\_

GARY FERNANDEZ

RIVER FALLS COMPLEX INC

Name of Transferor (applicant/old owner)

River Falls Restaurant

d/b/a

74 South Main St, Coonssetket

Address

The above hereby petitions the Licensing Board to transfer the said license to:

New Location (If any): \_\_\_\_\_

New Name (If any): Meldi Moya Inc DBA RIVER FALLS RESTAURANT

If change of stockholders, list old and new stockholders:

Hevian Patel

[Signature]

Signature of Transferor (old owner)

11/16/18

Date

Sheep

Signature of Transferee (New Owner)

11/16/18

Date

THE CALL  
75 MAIN STREET  
WOONSOCKET RI 02895

ORDER CONFIRMATION (CONTINUED)

Salesperson: CLASS LEGAL

Printed at 11/16/18 12:27 by cpell

Acct #: 2047

Ad #: 378594

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  
TRANSFER OF CLASS  
BY LIQUOR LICENSE**  
from The River Falls  
Complex Inc d/b/a  
River Falls Complex  
to Meldi Maa Inc d/b/a  
River Falls Restaurant  
at 74 South Main  
Street. The City Council  
will be in session in  
Harris Hall, 169 Main St  
on Monday, December  
3, 2018 at 7:00 p.m.  
at which time and place  
remonstrates will be  
heard.

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

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**RENEWALS**

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**TOBACCO LICENSE**

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Pros Liquors, 266 Mendon Road

**TRANSFERS**

**HOLIDAY**

Colbea Enterprises, 1030 Social Street

**TOBACCO LICENSE**

Colbea Enterprises, 1030 Social Street

November 28, 2018

VIA EMAIL ONLY

Christopher Roberts  
507 Rhodes Avenue  
Woonsocket, RI 02895

Ms. Christina Harmon-Duarte  
City Clerk  
City of Woonsocket

Madame Clerk:

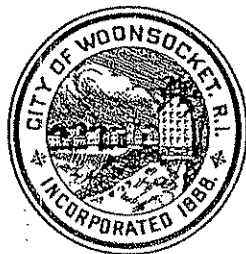
Pursuant to Chapter II, Section 10, of the City of Woonsocket Home Rule Charter, I request to address the City Council at their Monday, December 3, 2018 regularly scheduled meeting. The topic of such address is the status of litigation known as Roberts v. Woonsocket Board of Assessment Review, RI Superior Court Case Number PC-2017-2410.

Please do not hesitate to contact me with any questions relative to this request. Your confirmation is most appreciated.

Sincerely,

*Christopher M. Roberts*

# City of Woonsocket Rhode Island



October 1, 2018

## Ordinance

### Chapter

IN AMENDMENT OF THE CODE OF ORDINANCES,  
CITY OF WOONSOCKET, RHODE ISLAND  
APPENDIX C, ENTITLED "ZONING" CHANGING THE ZONING  
DESIGNATION OF ASSESSOR'S PLAT 39 LOT 9 FROM RESIDENTIAL-2 (R-2)  
TO MIXED USE-1 (MU-1)

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

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

The Zoning Map entitled, "Official Zoning Map, 1994, City of Woonsocket, Rhode Island, is hereby amended such that the zoning district designation of lot 9 on Woonsocket Assessor's Plat 39 is changed from Residential-2 (R-2) *Low Density Single-family Residential District, but including customary incidental home occupations, public and semi-public uses. A minimum of ten thousand (10,000) square feet is required per lot,* to Mixed-Use 1 (MU-1) *Mixed Use Commercial/Residential District, primarily for the purpose of providing day-to-day convenient shopping needs, administrative and professional services, with an emphasis on daily necessities for the immediate residential area, provided that the gross floor area of each establishment shall not exceed three thousand (3,000) square feet, except supermarkets and the lot coverage shall not exceed thirty (30) percent. Minimum required lot area for both residential and nonresidential uses shall be six thousand (6,000) square feet for the first residential or nonresidential unit, plus four thousand (4,000) square feet for each additional residential or nonresidential unit on the same lot, with a maximum possible density of ten (10) dwelling units per acre as indicated on Exhibits "1" and "2" which are attached hereto and made a part hereof by reference.*

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

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

type size at least as large as the normal type size used by the newspaper in its news articles, and shall:

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

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

**SECTION 5.** At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above shall be sent by the City Clerk by first class mail to the city or town council of 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, within two thousand (2,000) feet of any real property that is the subject of a proposed zone change, regardless of municipal boundaries.

**SECTION 6.** At least two (2) weeks prior to the hearing, a copy of the newspaper notice described in Section 3 above shall be sent by the City Clerk by first class mail to the governing body of any state or municipal water department or agency, special water district, or private water company that has riparian rights to a surface water source and/or surface watershed that is used or is suitable for use as a public water source and that is within two thousand (2,000) feet of any real property which is the subject of a proposed zoning change, provided however, that the governing body of any state or municipal water department or agency has filed with the Building Inspector a map survey, which shall be kept as a public record, showing areas of surface water resources and/or watersheds and parcels of land within two thousand (2,000) feet thereof.

**SECTION 7.** At least two (2) weeks prior to the hearing, a copy of the newspaper advertisement described in Section 3 or other prepared notice containing the identical information as the newspaper notice shall be sent to all owners of real property whose property is located in or within not less than two hundred (200) feet of the perimeter of the area proposed for change, whether within or outside of the city. Such notice shall be sent by certified

to the last known address of such property owners as shown on the current real estate tax assessment records of the city or town in which the property is located.

**SECTION 8.** This Ordinance shall be enacted in accordance with the provisions of Sections 45-24-27 and 45-24-72 of the Rhode Island General Laws, and amended, and shall take effect on the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

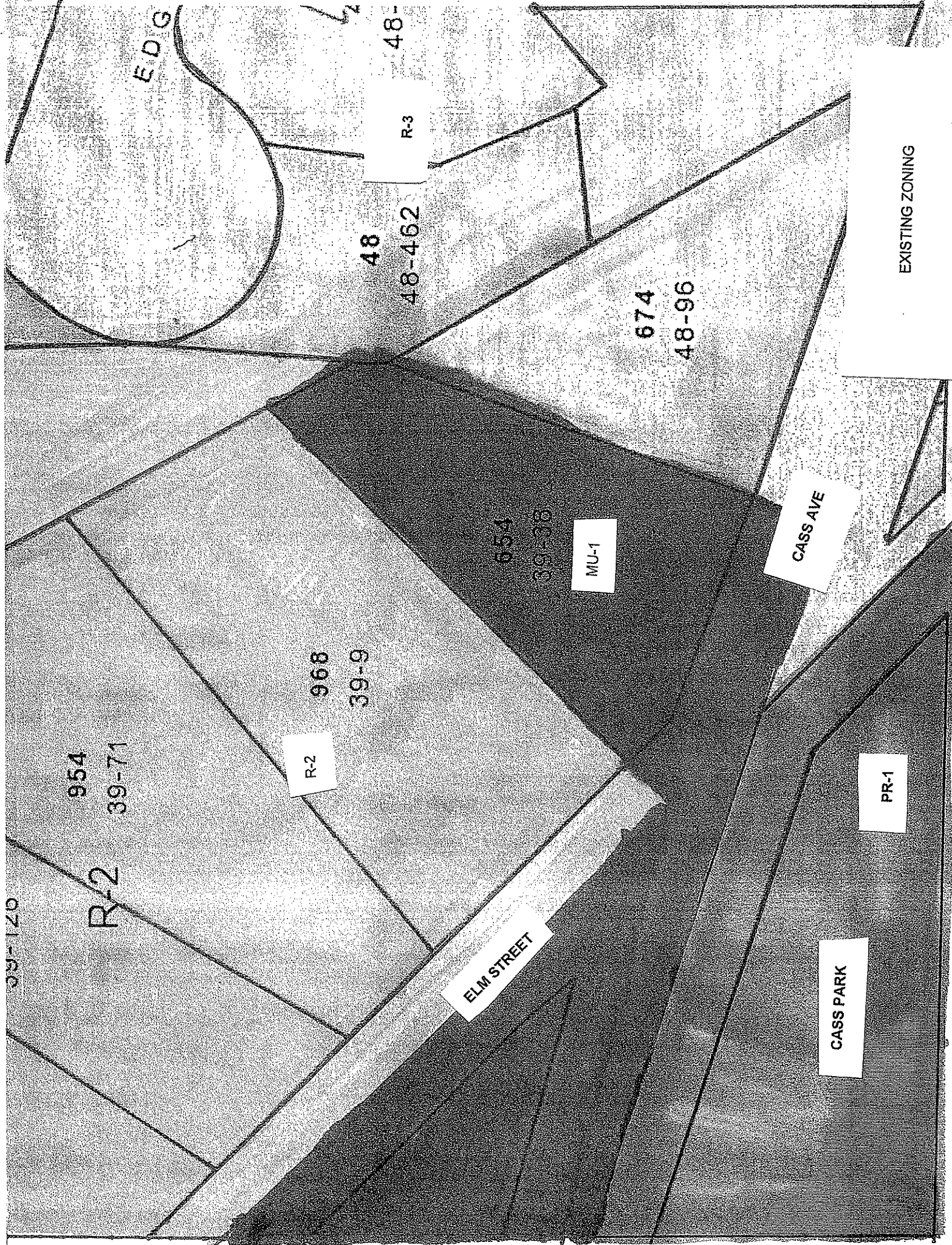
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Daniel Gendron, Council President  
(By request of the Administration)

IN CITY COUNCIL October 1, 2018 - Read by title, tabled, referred to Planning Board for advice and recommendation and to be advertised for public hearing.

IN CITY COUNCIL November 19, 2018 - Read by title and passed for the first time unanimously.





39-120

R-2  
954  
39-71

R-2  
968  
39-9

ELM STREET

654  
39-35  
MU-1

CASS AVE

CASS PARK

PR-1

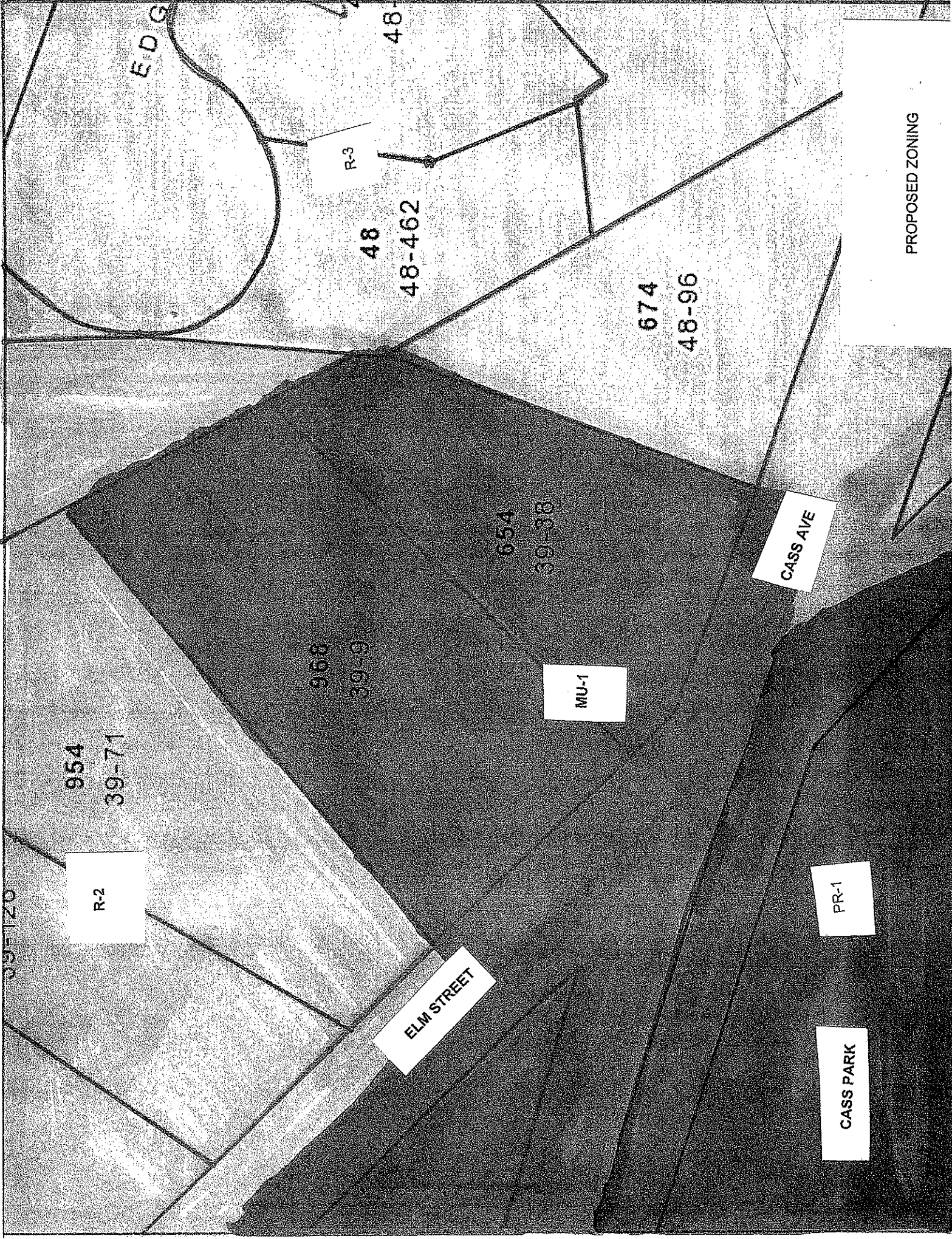
48  
48-462

R-3  
48-

674  
48-96

EXISTING ZONING

EDIG



EDG

R-3

48

48-462

48

674

48-96

954

39-71

R-2

968

39-9

654

39-38

MU-1

CASS AVE

ELM STREET

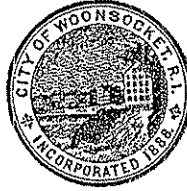
PR-1

CASS PARK

PROPOSED ZONING

39-120

City of Woonsocket  
Rhode Island



December 3, A.D. 2018

**Ordinance**

**Chapter**

**GRANTING A PETITION FOR  
A NEW JOINT POLE FOR NATIONAL GRID AND VERIZON  
ON JILLSON AVENUE**

**WHEREAS,** National Grid and Verizon have requested permission to install a new joint pole and anchor, along with the connection and maintenance any wires fixtures within the City property known as Map F4 Lot 30-8; and

**WHEREAS,** the connection(s) would require an acceptance and granting of installation of a pole and wires within the City property; and

**WHEREAS,** the new joint Pole #14-84 and anchor is located on Jillson Avenue on Map F4 Lot 30-8.

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

**Section 1.** That the City Council of the City of Woonsocket hereby grants National Grid and Verizon permission to locate and install a new joint Pole #14-84 and anchor on Jillson Avenue within the City property known as Map F4 Lot 30-8.

**Section 2.** National Grid and Verizon are granted permission to install pole, connect and maintain any wire and fixtures, as needed, in accordance with plans submitted.

**Section 3.** That the Engineering Division has reviewed the plan(s) and found them to be acceptable.

**Section 4.** This Ordinance shall take effect upon passage by the City Council, as provided in Chapter III, Section 10 of the Woonsocket Home Rule Charter and all ordinances inconsistent herewith are hereby repealed.

---

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

**nationalgrid**

November 7, 2018

Woonsocket City Hall  
Director of Public Works  
169 Main Street  
Woonsocket, RI 02895

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole locations

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI 02907

If you have any questions regarding this permit please contact:

Angela Birch 401-784-7726

Very truly yours,

Handwritten signature of Christopher Montalto in black ink.

Christopher Montalto, Engineering  
Supervisor, Distribution Design

Enclosures

Return Voted

**nationalgrid**

PETITION OF THE NATIONAL GRID FOR  
JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE TOWN COUNCIL  
OF WOONSOCKET RHODE ISLAND  
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

**JILLSON AVENUE PROPOSE NEW JOINT OWNED POLE LOCATION**

Therefore your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked: 25566682

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID

BY: Christopher Moulton

THE VERIZON NEW ENGLAND, INC.

BY: Daryl Crossman 11/19/18  
ORDER Daryl Crossman, Right Away

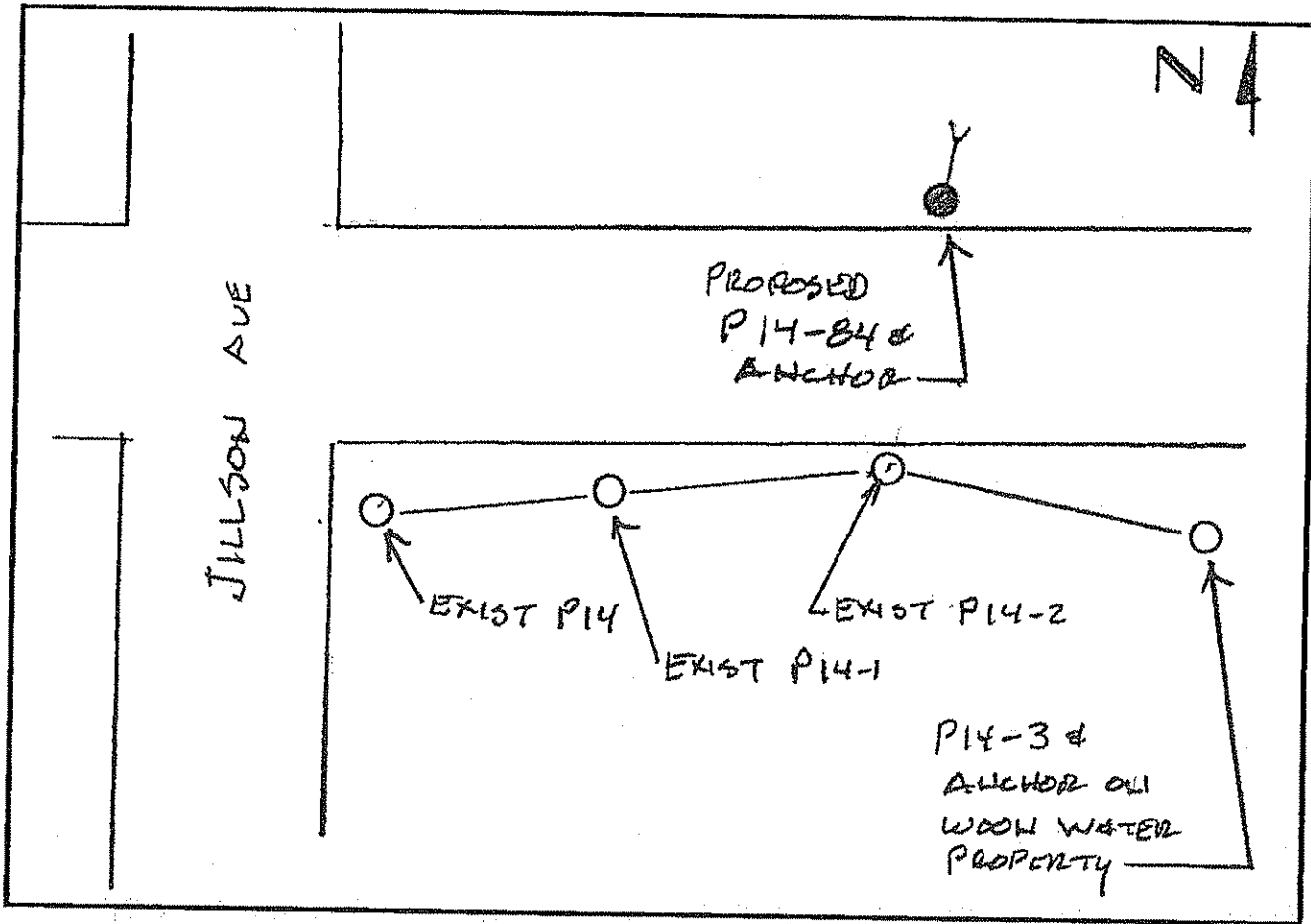
The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----  
work to be done subject to the supervision of

A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page# \_\_\_\_\_

CLERK



THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: \_\_\_\_\_

TO THE: CITY OF: WOODSOCKET FOR: P14-84 & ANCHOR

POLE LOCATION ON: JILLSON AVE

DATE OF PLAN: \_\_\_\_\_ PLAN# \_\_\_\_\_

DESCRIPTION OF WORK: INSTALL P14-84 & ANCHOR AS MARKED IN FIELD

DATE OF EXISTING GRANT: \_\_\_\_\_ MAP# \_\_\_\_\_

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location

*Retired Verizon*

# nationalgrid

Verizon New England Inc.  
Attn: Daryl Crossman - ROW  
385 Myles Standish Blvd  
Taunton, MA 02780

## PETITION OF THE NATIONAL GRID FOR JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE   TOWN COUNCIL    
OF   WOONSOCKET     RHODE ISLAND    
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

### JILLSON AVENUE PROPOSE NEW JOINT OWNED POLE LOCATION

Therefore your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as the may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked: **25566682**

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID  
BY: *Christoph Mantakos*

THE VERIZON NEW ENGLAND, INC.  
BY: *Daryl Crossman* 11/19/18  
ORDER Daryl Crossman, Right Away

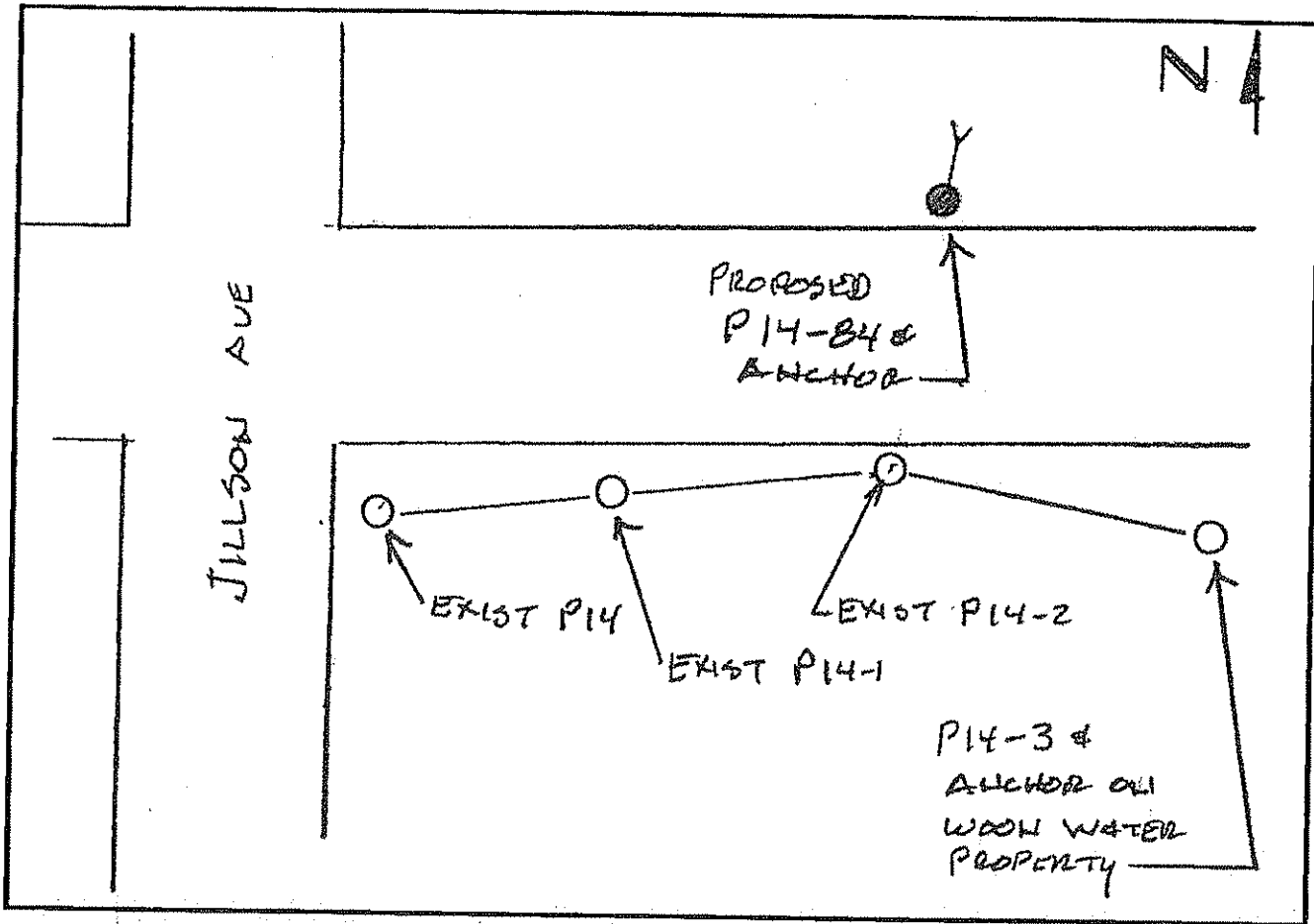
The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----  
work to be done subject to the supervision of

A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page#

\_\_\_\_\_  
CLERK



THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: \_\_\_\_\_

TO THE: CITY OF: WOONSOCKET FOR: P14-B4 & ANCHOR

POLE LOCATION ON: JILLSON AVE

DATE OF PLAN: \_\_\_\_\_ PLAN# \_\_\_\_\_

DESCRIPTION OF WORK: INSTALL P14-B4 & ANCHOR AS MARKED IN FIELD

DATE OF EXISTING GRANT: \_\_\_\_\_ MAP# \_\_\_\_\_

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location



*Town Copy*

# nationalgrid

PETITION OF THE NATIONAL GRID FOR  
JOINT OR IDENTICAL POLE LOCATION

TO THE HONORABLE TOWN COUNCIL

OF WOONSOCKET RHODE ISLAND  
THE NATIONAL GRID

Respectfully asks permission to locate and maintain poles, wires and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

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Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

THE NATIONAL GRID

BY: *Christine Mantakos*

THE VERIZON NEW ENGLAND, INC.

BY: *Daryl Crossman 11/19/18*  
ORDER Daryl Crossman, Right Away

The foregoing petition been read, it was voted that the consent at the

\_\_\_\_\_

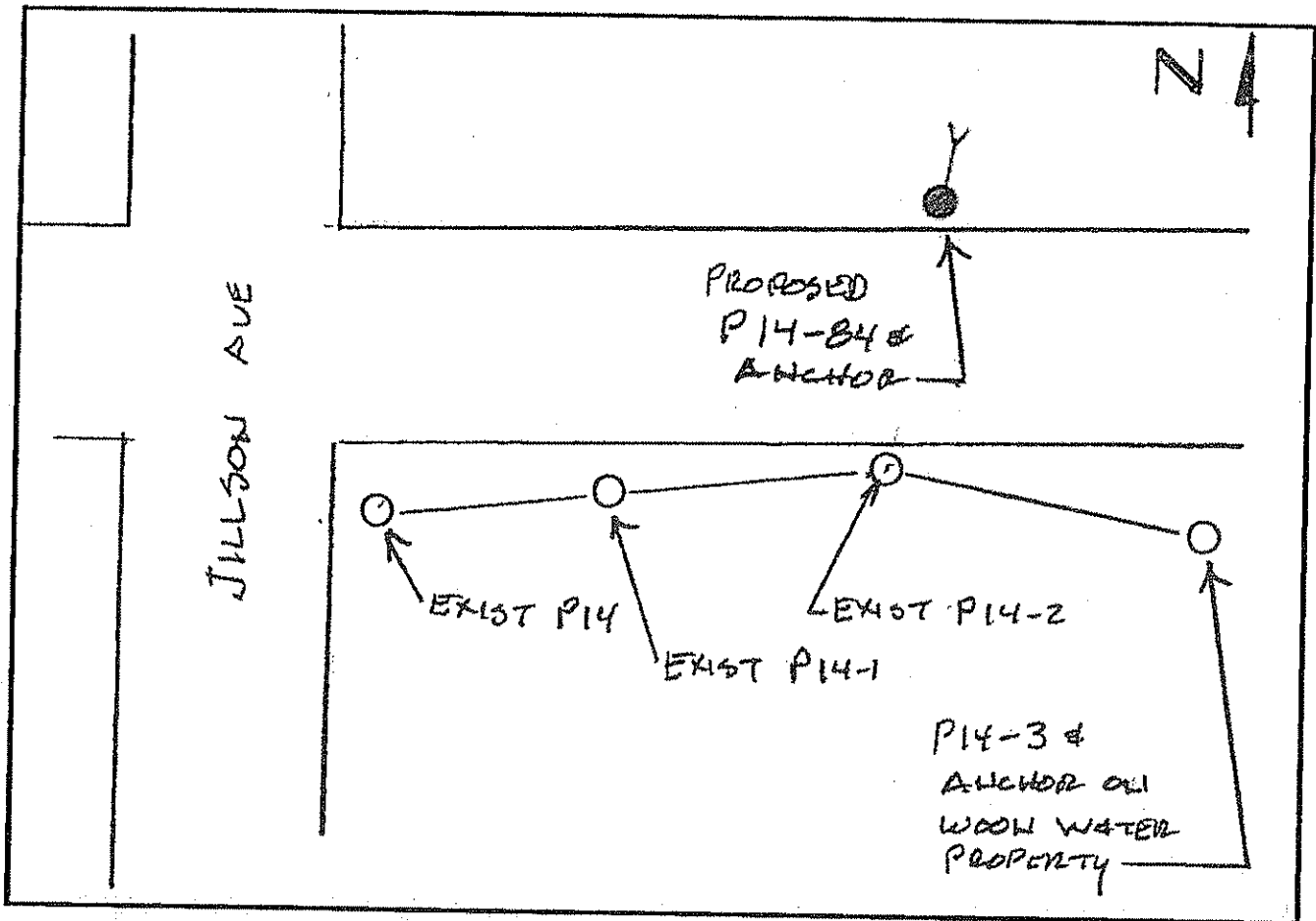
For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----  
work to be done subject to the supervision of

\_\_\_\_\_

A true copy of the vote at the \_\_\_\_\_

Adopted \_\_\_\_\_ and recorded in Records Book# \_\_\_\_\_ Page# \_\_\_\_\_

\_\_\_\_\_  
CLERK



THE NARRAGANSETT ELECTRIC COMPANY AND VERIZON

PLAN TO ACCOMPANY PETITION DATED: \_\_\_\_\_

TO THE: CITY OF: WOONSOCKET FOR: P14-84 & ANCHOR

POLE LOCATION ON: JILLSON AVE

DATE OF PLAN: \_\_\_\_\_ PLAN# \_\_\_\_\_

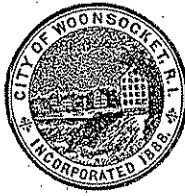
DESCRIPTION OF WORK: INSTALL P14-84 & ANCHOR AS MARKED IN FIELD

DATE OF EXISTING GRANT: \_\_\_\_\_ MAP# \_\_\_\_\_

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location

# City of Woonsocket Rhode Island



December 3, A.D. 2018

## Ordinance

### Chapter

#### **AUTHORIZATION TO SELL PROPERTY LOCATED AT SCOTIA STREET A/K/A ASSESSOR'S PLAT 1, LOT 89 AND PROPERTY LOCATED AT MCMULLEN AVENUE A/K/A/ ASSESSOR'S PLAT 1, LOT 76, WOONSOCKET, RHODE ISLAND**

**WHEREAS,** the City of Woonsocket owns a vacant lot on Scotia Street identified as Plat 1, Lot 89 and a vacant lot on McMullen Avenue identified as Plat 1, Lot 76 (the "Properties") consisting of 1.11 acres and 0.51 acres, respectively; and

**WHEREAS,** the City has an interested buy who has agreed to pay Six Thousand Seven Hundred Ninety Dollars (\$6,790.00) for the Scotia Street property (Plat 1, Lot 89) and Three Thousand Six Hundred Ninety-Eight Dollars (\$3,698.00) for the McMullen Avenue (Plat 1, Lot 76) property.

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

**SECTION 1.** The City Council agrees to sell the Property located at Plat 1, Lot 89 on Scotia Street, Woonsocket, Rhode Island for the amount of Six Thousand Seven Hundred Ninety Dollars (\$6,790.00) and the Property located at Plat 1, Lot 76 on McMullen Avenue, Woonsocket, Rhode Island for the amount of Three Thousand Six Hundred Ninety-Eight Dollars (\$3,698.00) to Vincent Mesolella of Providence, Rhode Island as outlined in the Purchase and Sale Agreements attached hereto as Exhibits A and B.

**SECTION 2.** The City Council authorizes the Mayor and/or her designee to sell the Property located at Plat 1, Lot 89 on Scotia Street, Woonsocket, Rhode Island for the amount of Six Thousand Seven Hundred Ninety Dollars (\$6,790.00) and the Property located at Plat 1, Lot 76 on McMullen Avenue, Woonsocket, Rhode Island for the amount of Three Thousand Six Hundred Ninety-Eight Dollars (\$3,698.00) and to execute any and all documents to perform the same.

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

---

Christopher Beauchamp  
Councilman

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

This **Purchase and Sale Agreement** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date") by and between **THE CITY OF WOONSOCKET**, a municipal corporation organized under the laws of the State of Rhode Island having an office at 169 Main Street, Woonsocket, Rhode Island (hereinafter referred to as the "Seller") and **VINCENT MESOLELLA, JR.**, 4 Fox Place, Floor 2, Providence, Rhode Island, or his nominee or assign (hereinafter referred to as the "Buyer"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. Agreement to Sell and Buy.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, upon the terms and conditions hereinafter set forth, certain tracts or parcels of land located at Scotia Street, in the City of Woonsocket, County of Providence, State of Rhode Island, more particularly described as Assessor's Plat 1, Lot 89 (the "Property").
- 2. Price.** In consideration of the delivery of the deed to the Property, Buyer agrees to pay to Seller the sum of Six Thousand Seven Hundred Ninety Dollars (\$6,790.00) (the "Purchase Price").
- 3. Property.** Seller agrees to sell, convey and assign to Buyer and Buyer agrees to purchase and accept from Seller land located at Scotia Street (Assessor's Plat 1, Lot 89), Woonsocket, Rhode Island as more fully described and illustrated on Exhibit A and for the monetary amount as set forth in paragraph 2.
- 4. Condition of Title.** Seller covenants and warrants that it is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient Quit Claim Deed of the Seller conveying a good, clear, insurable and marketable title to the Property, free from all encumbrances, except as may be acceptable to Buyer and except easements, restrictions of record and municipal regulations, if any. Buyer may at its own expense conduct a title examination of the Property. Buyer shall notify Seller of any defects in title disclosed by such examination and if Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the Closing, and thereupon the closing shall be extended for a period of thirty (30) days. If Seller is unwilling or unable to remove such defects, Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, or (b) cancel this Agreement. If Seller is unable or unwilling to remove such defects, Seller may terminate this Agreement.

**5. Deposit.** All deposits and any additional deposit made hereunder (collectively "Deposits"), if any, shall be held in an escrow account by Anthony Cofone, Esquire and, except as otherwise provided herein shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. In the event of a dispute between Seller and Buyer as to the provisions of this Agreement or the performance thereof, Seller may retain all Deposits hereunder in said escrow account until the dispute is resolved by the parties, by court judgment or binding settlement, or may place the Deposits with a court of competent jurisdiction, or may release the Deposits as permitted by the laws, rules and regulations of the State of Rhode Island.

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

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms; and

(b) Any individual executing this Agreement on behalf of Buyer is authorized to do so, and upon execution hereof, this Agreement shall be binding upon and enforceable against Buyer.

**7. Closing Documents.**

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

1. Quit Claim Deed (the "Deed"); and

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

1. Purchase Price.

2. All other documents required by Seller's attorney.

**8. Time is of the essence.** Time is of the essence of this Agreement and Buyer and Seller shall act in good faith to effectuate the transfer of the Property on or before March 1, 2019, which date may be extended by agreement of the parties, upon Buyer's request, which request shall not be unreasonable denied by Seller. Buyer and Seller agree and acknowledge that Buyer intends on developing a single family structure on the Property, or partially on the Property, therefore, to the extent that Buyer is making good faith efforts to obtain any approvals necessary to use the Property as referenced, extending the closing date for a commercially reasonable time period, at Buyer's request, is permissible.

**9. Inspection and access:** Prior to the closing date, the Seller shall permit the Buyer to inspect the Property, and during such inspection period, Buyer shall have the right to terminate this Agreement for any reason, or no reason at all.

**10. Possession.** Full possession of the Property is to be delivered to the Buyer free of debris at the time of delivery of deed. At Closing, the Property is to be conveyed in the same condition in which it is now. The Buyer shall be entitled to a re-inspection of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this clause.

**11. Miscellaneous.**

- (a) This Agreement shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the respective parties.
- (b) This Agreement shall be governed by and construed in accordance with Rhode Island law.
- (c) This Agreement is subject to City Council approval.
- (d) That Buyer agrees to be solely responsible to obtain and pay for a metes and bounds description as referenced in Exhibit A attached hereto.
- (e) No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
- (f) This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.
- (g) Buyer agrees that the Property is to be used for building a single family structure only.
- (h) This Agreement has been prepared by the Seller and reviewed by the Buyer and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Seller or Buyer. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.
- (i) **As-Is.** Seller shall deliver the Property to Buyer "where-as" and in "as-is" condition without any express or implied warranties or warranties for fitness for any particular purpose.

**12. Termination:** The Buyer or Seller may terminate this purchase and sale agreement for the failure of any party to meet any of the terms of this purchase and sale agreement.

*[Acknowledgements on Following Page]*

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

**ACKNOWLEDGEMENT BY SELLER**

\_\_\_\_\_ dated \_\_\_\_\_  
(Seller)

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

**ACKNOWLEDGEMENT BY BUYER**

\_\_\_\_\_ dated \_\_\_\_\_  
(Buyer)

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

EXHIBIT A

See the attached Plat Map depicting Assessor's Plat 1, Lot 89

This Exhibit shall be supplemented with a metes and bounds description of the Property, prepared at Buyer's sole cost after the execution of this Agreement and prior to the closing date.

Property Address:  
*Assessor's Plat 1, Lot 89*  
*Scotia Street*  
*Woonsocket, RI 02895*





City of Woonsocket, Rhode Island  
Web GIS Maps and Online Property Information

by MainStreetGIS, LLC City Website  
[User Guide](#) [Feedback](#) [Contact Us](#)

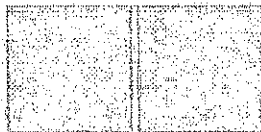
Base Map:

1-89

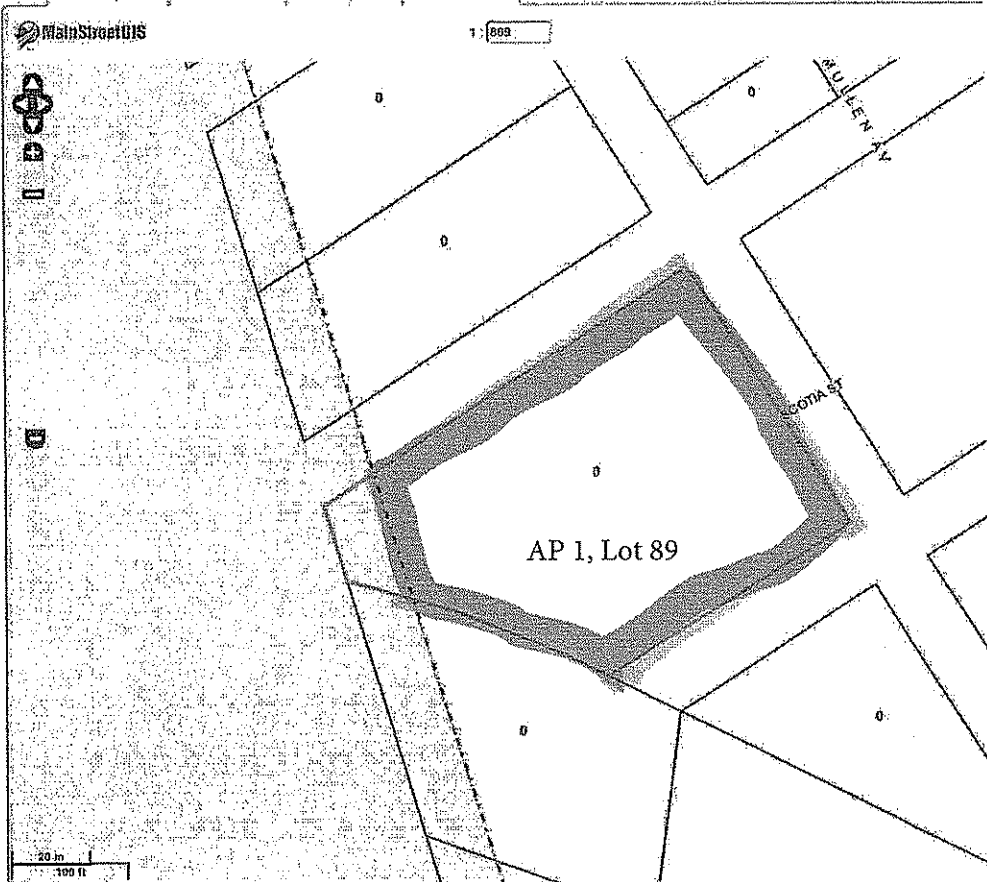
GIS Map  Street View  Tax Maps  Other Maps

Layers  Property  Selection

SCOTIA STREET  
1-89



- Zoom To
- Address List
- Tax Map
- Property List
- Report an Issue



REAL ESTATE PURCHASE AND SALE AGREEMENT

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- 1. Agreement to Sell and Buy.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, upon the terms and conditions hereinafter set forth, certain tracts or parcels of land located at McMullen Avenue, in the City of Woonsocket, County of Providence, State of Rhode Island, more particularly described as Assessor's Plat 1, Lot 76 (the "Property").
- 2. Price.** In consideration of the delivery of the deed to the Property, Buyer agrees to pay to Seller the sum of Three Thousand Six Hundred Ninety-Eight Dollars (\$3,698.00) (the "Purchase Price").
- 3. Property.** Seller agrees to sell, convey and assign to Buyer and Buyer agrees to purchase and accept from Seller land located at McMullen Avenue (Assessor's Plat 1, Lot 76), Woonsocket, Rhode Island as more fully described and illustrated on Exhibit A and for the monetary amount as set forth in paragraph 2.
- 4. Condition of Title.** Seller covenants and warrants that it is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient Quit Claim Deed of the Seller conveying a good, clear, insurable and marketable title to the Property, free from all encumbrances, except as may be acceptable to Buyer and except easements, restrictions of record and municipal regulations, if any. Buyer may at its own expense conduct a title examination of the Property. Buyer shall notify Seller of any defects in title disclosed by such examination and if Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the Closing, and thereupon the closing shall be extended for a period of thirty (30) days. If Seller is unwilling or unable to remove such defects, Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, or (b) cancel this Agreement. If Seller is unable or unwilling to remove such defects, Seller may terminate this Agreement.

**5. Deposit.** All deposits and any additional deposit made hereunder (collectively "Deposits"), if any, shall be held in an escrow account by Anthony Cofone, Esquire and, except as otherwise provided herein shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. In the event of a dispute between Seller and Buyer as to the provisions of this Agreement or the performance thereof, Seller may retain all Deposits hereunder in said escrow account until the dispute is resolved by the parties, by court judgment or binding settlement, or may place the Deposits with a court of competent jurisdiction, or may release the Deposits as permitted by the laws, rules and regulations of the State of Rhode Island.

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

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

**7. Closing Documents.**

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- 1. Quit Claim Deed (the "Deed"); and

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- 1. Purchase Price.
- 2. All other documents required by Seller's attorney.

**8. Time is of the essence.** Time is of the essence of this Agreement and Buyer and Seller shall act in good faith to effectuate the transfer of the Property on or before March 1, 2019, which date may be extended by agreement of the parties, upon Buyer's request, which request shall not be unreasonable denied by Seller. Buyer and Seller agree and acknowledge that Buyer intends on developing a single family structure on the Property, or partially on the Property, therefore, to the extent that Buyer is making good faith efforts to obtain any approvals necessary to use the Property as referenced, extending the closing date for a commercially reasonable time period, at Buyer's request, is permissible.

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**11. Miscellaneous.**

- (a) This Agreement shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the respective parties.
- (b) This Agreement shall be governed by and construed in accordance with Rhode Island law.
- (c) This Agreement is subject to City Council approval.
- (d) That Buyer agrees to be solely responsible to obtain and pay for a metes and bounds description as referenced in Exhibit A attached hereto.
- (e) No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
- (f) This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.
- (g) Buyer agrees that the Property is to be used for building a single family structure only.
- (h) This Agreement has been prepared by the Seller and reviewed by the Buyer and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Seller or Buyer. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.
- (i) **As-Is.** Seller shall deliver the Property to Buyer "where-as" and in "as-is" condition without any express or implied warranties or warranties for fitness for any particular purpose.

**12. Termination:** The Buyer or Seller may terminate this purchase and sale agreement for the failure of any party to meet any of the terms of this purchase and sale agreement.

*[Acknowledgements on Following Page]*

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

**ACKNOWLEDGEMENT BY SELLER**

\_\_\_\_\_ dated \_\_\_\_\_  
(Seller)

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

**ACKNOWLEDGEMENT BY BUYER**

\_\_\_\_\_ dated \_\_\_\_\_  
(Buyer)

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

**EXHIBIT A**

See the attached Plat Map depicting Assessor's Plat 1, Lot 76

This Exhibit shall be supplemented with a metes and bounds description of the Property, prepared at Seller's sole cost after the execution of this Agreement and prior to the closing date.

***Property Address:***  
***Assessor's Plat 1, Lot 76***  
***McMullen Avenue***  
***Woonsocket, RI 02895***



City of Woonsocket, Rhode Island  
Web GIS Maps and Online Property Information  
by MainStreetGIS, LLC City Website  
[User Guide](#) [Feedback](#) [Disclaimer](#)

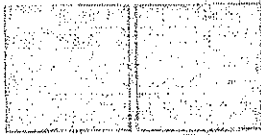
Base Map: **Town Base Map**

1:76  
Address Parcel ID Google Owner

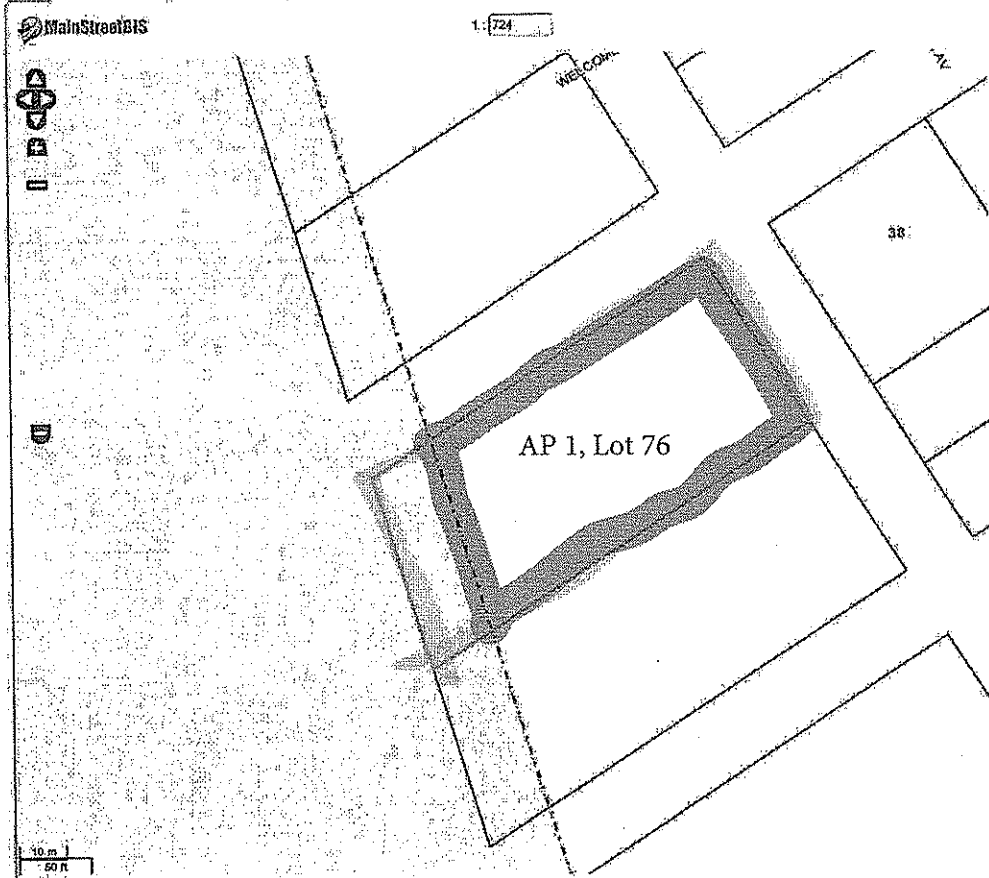
GIS Map Street View Tax Maps Other Maps

Layers Property Selection

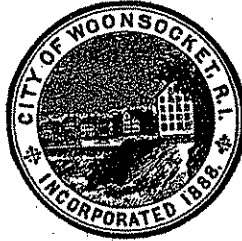
MCMULLEN AVENUE  
1:76



- Zoom To
- Property Card
- About this List
- Property List
- Report an Issue



# City of Woonsocket Rhode Island



December 3, 2018 A.D.

## Resolution

### AUTHORIZING THE CANCELLATION OF CERTAIN TAXES

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

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

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

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

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

Section 4: This resolution shall take effect upon passage.

---

Daniel M Gendron  
By request of The Administration



ASSESSOR'S  
ABATEMENT CODES

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

Woonsocket, RI

December 3, 2018

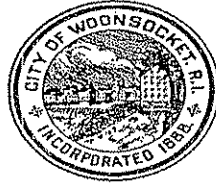
Posting Date / /

Transaction Date / /

Report Printed 11/28/2018 08:43:48 AM

Amendment ID	Year	Property Description	Address	Assessor's Code	Amount
M00-0147-84	2013	MV Tax Roll	CORREA BEATRIZ P O BOX 1751 WOONSOCKET RI 02895	2005 HON ULX 824433	\$97.64
M00-0147-84	2014	MV Tax Roll	CORREA BEATRIZ P O BOX 1751 WOONSOCKET RI 02895	1998 FOR EPT KU 816	\$11.51
R00-0379-13	2018	RP Tax Roll	ISAULA KENIA M CAMACHO MARIA E 277 MASON STREET WOONSOCKET RI 02895	03A-121-039 at 277 MASON STREET	\$26.58
R00-4003-01	2018	RP Tax Roll	JOHNSON BRANDON 45 TRENT STREET WOONSOCKET RI 02895	19I-314-025 at 45 TRENT STREET	\$47.34
R00-8384-93	2018	RP Tax Roll	AYALA-SANTANA EFFRAIN AYALA INGRID 80 CHALAPA WOONSOCKET, RI 02895	36C-236-016 at 80 CHALAPA AVE	\$48.18
Total					\$231.25

**City of Woonsocket  
Rhode Island**



December 3, A.D. 2018

**Resolution**

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH RIDOT TO  
EXTEND THE WATER MAIN ON EDDIE DOWLING HIGHWAY  
IN NORTH SMITHFIELD**

- WHEREAS,** The State of RI, Department of Transportation desires to extend the City's public water supply to the residence at 199 Eddie Dowling Highway, North Smithfield, RI; and
- WHEREAS,** the Department of Public Works, Water Division has agreed to be responsible for the design and construction of the project; and
- WHEREAS,** the State has agreed to fund the entire project with 100% State funds not exceeding \$357,205.00; and
- WHEREAS,** the City will benefit from the project by adding water service customers along the route of the new pipeline extension; and
- WHEREAS,** the Department of Public Works is recommending that the City enter into the agreement with the State to extend the water main. (Exhibit A)

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

- SECTION 1.** That the Department of Public Works is hereby authorized to sign a contract (substantially the same as shown in Exhibit A) with the State of RI, Department of Transportation to extend the water main on Eddie Dowling Highway in North Smithfield, RI.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

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

**SUBRECIPIENT AGREEMENT**

**By and Among the**

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION**

**and the**

**CITY OF WOONSOCKET**

**AGREEMENT** made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter "the State") and the City of Woonsocket, a municipality formed under the laws of the State of Rhode Island (hereinafter "the City").

**WHEREAS**, the State has determined that it is necessary to extend the City's public water supply connection (hereinafter "the Project"); and

**WHEREAS**, the City agrees to be responsible for the design and construction of the Project; and

**WHEREAS**, the Project will be implemented under State requirements and Procedures; and

**WHEREAS**, the State has agreed to contribute 100% State funds not exceeding \$357,205.00 towards the Project.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual obligations herein, the State and the City hereby agree as follows:

1. The Project will consist of the extension of the City's public water supply line to the property located at 199 Eddie Dowling Highway, North Smithfield, Rhode Island.
2. The authorized start date of the Project for reimbursement purposes shall be the purchase order authorization date. Project performance end date will be December 31, 2019.
3. The City will be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State. The State shall reimburse the City for the costs of design and construction up to \$357,205.00. Costs in excess of said sum may also be reimbursed with the State's prior written approval. Supporting documentation of payment shall be required for all reimbursements.

4. Prior to the start of construction, the City shall certify to the State that all improvements made as part of the Project are on public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required.
5. The City will select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract addenda. The City will maintain all financial records.
6. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of Rhode Island Minority Business Enterprises (DBEs) shall have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. The State shall not issue a Notice to Proceed to construction of the Project until such MBE plan, if required, has been approved. The City and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of work under this agreement.

At the pre-construction conference, the City's contractor shall submit an MBE Plan for review and approval by the State. The plan shall demonstrate the manner in which the City's Contractor will achieve participation rates established by the State.

7. The City will design the Project and develop the bid documents. The design of the Project will conform to all State design standards and policies.
  - A. The City will submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications, and estimates (hereinafter PS&E) at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
  - B. The State will respond to the submissions within thirty (30) days of their receipt.
  - C. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the City of full responsibility with respect to errors and omissions.
8. The City will construct the Project using the design approved by the State subject to the following requirements:
  - A. In awarding the construction contract to the lowest qualified bidder, the City shall use competitive bidding for the Project and shall comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
  - B. The State shall not participate in reimbursement of work performed through force account; such costs shall be the sole responsibility of the City.
  - C. The City must certify upon submitting for each reimbursement by the State for work done on the Project that the Project was built in conformance with the Contract,

plans and specification; and that all materials used as part of the Project were placed in the Project area and comply with Project standards.

- D. The City shall be responsible for certifying that prevailing wage rates have been paid during construction of the Project in accordance with State procedures.
- E. The City shall invoice the State for work completed by the contractor, including the costs of materials supplied in accordance with the contract requirements. All costs billed under this Agreement are subject to audit.
- F. The City shall invoice the State for work completed by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures. All invoices shall include proper documentation, including but not limited to proof of payment for expenses included in the invoice. All invoices shall be sent directly to:

Department of Transportation  
Office of Financial Management  
Attn: Accounts Payable  
Two Capitol Hill, Room 222  
Providence, RI 02903

- 9. Whereby the State is funding all or any portion of the Project thereof, the City shall defend, indemnify, and hold harmless the State, its officers and employees, from any and all suits, actions, claims, losses, expenses, damages and any and all other liabilities of any character resulting in any injuries or damage to any person, entities or property arising out of (or which may be claimed to arise out of) any act and/or omission of the City, its contractors or subcontractors; in performance of work covered by the contract and/or in consequence of any neglect in safeguarding the work; and/or through the use of unacceptable materials in construction the work and/or because of any neglect, misconduct of the City, its contractors or subcontractors and/or because of any claims or amounts recovered from any infringements of patent, trademarks or copyright; and or from any claims amounts arising out of or recovered under the Workers' Compensation Act, or any other law, ordinance or decree.
- 10. Upon completion of the Project, the City will be responsible for the maintenance of the facility/facilities constructed under this Agreement, pursuant to the terms of its lease, in accordance with plans and specifications developed for the Project at its own cost and expense.
- 11. All costs billed under this Agreement are subject to audit. The City agrees to maintain all records pertaining to the costs incurred in performance of the Project and this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
- 12. The State reserves the right to terminate this Agreement if funding is rescinded or not authorized.

13. The Mayor of the City shall take necessary steps to receive authority from the City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State prior to advertising for construction of the Project.
14. This Agreement may not be altered or amended except by written agreement signed by all the parties.

IN WITNESS WHEREOF, the Rhode Island Department of Transportation and The City have caused this Agreement to be executed by duly authorized officials on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

DEPARTMENT OF TRANSPORTATION:  
RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
CHIEF ENGINEER  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER  
DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT DIRECTOR FOR LEGAL SERVICES / CHIEF OF STAFF  
DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
DIRECTOR  
DATE: \_\_\_\_\_

MUNICIPALITY:

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN SOLICITOR  
DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
MAYOR  
DATE: \_\_\_\_\_

**City of Woonsocket  
Rhode Island**



December 3, A.D. 2018

**Resolution**

**INSTRUCTING THE ADMINISTRATION TO ISSUE PAYMENT TO  
CHRISTOPHER AND JESSICA ROBERTS FOR ATTORNEY'S FEES  
AS SET FORTH IN THE ORDER DATED SEPTEMBER 19, 2018  
IN CONNECTION WITH C.A. NO. PC/2017-2410**

**WHEREAS,** Christopher and Jessica Roberts ("Plaintiffs") did file suit (C.A. No. PC/2017-2410) against the Tax assessor and the Board of Assessment Review of the City of Woonsocket ("City"); and

**WHEREAS,** in connection with the subject suit, the Honorable Justice Gallo entered an order on September 19, 2018 (copy attached) that, in part, awarded reasonable attorney's fees to the Plaintiffs; and

**WHEREAS,** despite the Plaintiffs' best efforts to agree upon and settle this matter, they have yet to be awarded said attorney's fees by the Administration by and through the City Solicitor.

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

**SECTION 1.** That the Administration shall pay forthwith to the Plaintiffs any and all reasonable attorney's fees as set forth in the Order dated September 19, 2018.

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

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



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

CHRISTOPHER ROBERTS  
AND JESSICA ROBERTS,  
Plaintiffs

V.

C.A. NO. PC/2017-2410

ELYSE M. PARE, IN HER CAPACITY  
AS TAX ASSESSOR OF THE CITY  
OF WOONSOCKET, AND THE  
WOONSOCKET TAX BOARD OF  
ASSESSMENT REVIEW,  
Defendants

**ORDER**

This matter came on for an evidentiary hearing on August 6, 2018, on Plaintiffs' Petition for Relief from Assessment, as a result of which, it is

**ORDERED, ADJUDGED, AND DECREED:**

1. With regard to the real property owned by Plaintiffs at 507 Rhodes Avenue, Woonsocket, Rhode Island, and designated by the City of Woonsocket (the "City") as Plat 1, Lot 6 (the "Property"), the Court declares pursuant to R.I. Gen. Laws § 42-35-7 that the assessed value of the Principal Residence located on the Property and the land comprising the Property is subject to the City's single-family homestead exemption. The assessed value of the Accessory Residence located on the Property is subject to no homestead exemption.

2. This declaration shall apply retroactively to the 2016 tax year, as a result of which, the City shall refund to Plaintiffs an amount equal to the difference between all taxes paid by Plaintiffs based upon the Tax Assessor's application of the two-family exemption to the Property and the taxes that would have resulted from the application of the single-family

homestead exemption to the Principal Residence and the land comprising the Property and no exemption to the Accessory Residence.

3. This declaration shall also apply prospectively.

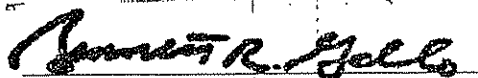
4. The Woonsocket Board of Assessment Review violated the Open Meetings Act, R.I. Gen. Laws § 42-46-1 *et seq.* ("OMA"), by deliberating and voting while not in a public meeting and by failing to keep minutes and record the vote of its members.

5. Plaintiffs are awarded their reasonable attorney's fees associated with bringing their claim under the OMA.

6. Plaintiffs' counsel shall submit to the Court a Motion for Attorney's Fees and Costs supported by an affidavit from an independent attorney regarding the necessity and reasonableness of Plaintiffs' attorney's fees and costs.

ENTERED:

PER ORDER:

  
\_\_\_\_\_  
JUSTICE

  
\_\_\_\_\_  
CLERK

Submitted by:

/s/Melissa M. Horne  
Melissa M. Horne, #5291  
HIGGINS, CAVANAGH & COONEY, LLP  
10 Dorrance Street, Suite 400  
Providence, RI 02903  
(401) 272-3500  
mhorne@hcc-law.com  
Dated: September 19, 2018

CERTIFICATE OF SERVICE

I hereby certify that on the 19<sup>th</sup> day of September 2018:

X I filed and served this document through the electronic filing system on the following parties: **John J. DeSimone, Esq.**

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/Angela M. DiCarlo