

MONDAY, DECEMBER 17, 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 DECEMBER 3<sup>RD</sup> & ORGANIZATIONAL MEETING HELD DECEMBER 4<sup>TH</sup>
6. CONSENT AGENDA  
All items on the consent agenda are indicated with an asterisk (\*).
7. COMMUNICATIONS FROM MAYOR  
  
None.
8. AGENDA FOR BOARD OF LICENSE COMMISSIONERS  
18 LC 55 Application of licenses and renewal of licenses (listing attached).
9. COMMUNICATIONS AND PETITIONS  
18 CP 70 Request of President Gendron to address the following items:
  1. Ice Skating Rink at River Island Art Park.
  2. Renewable Energy Sub-Committee.
11. GOOD AND WELFARE  
(Five minute limit, per Council Rules of Order)
12. ORDINANCES PASSED FOR THE FIRST TIME DECEMBER 3<sup>RD</sup>  
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
13. NEW ORDINANCES  
18 O 65 In amendment of Chapter 17 Entitled, "Traffic" of the Code of Ordinances, City of Woonsocket.-Gendron  
18 O 66 In amendment of the Code of Ordinances, City of Woonsocket, Rhode Island Appendix C, Entitled "Zoning" Various Technical Changes.-Gendron  
18 O 67 Authorizing the sale of building and real property located at 65 Fifth Avenue, Woonsocket, Rhode Island, Assessor's Plat 06, Lot 001 to Stephen A. Tavernier.-Sierra

**14. NEW RESOLUTIONS**

- 18 R 127 Authorizing the cancellation of certain taxes.-Gendron  
18 R 128 Establishing the City Council schedule for calendar year 2019.-Gendron  
18 R 129 Authorizing acceptance of a bid for the demolition and reconstruction of  
the Senior Center roof.-Gendron  
18 R 130 Approving the re-appointment of John J. DeSimone as City Solicitor.-  
Gendron.  
18 R 131 Resolution amending the Rule of Order of the City Council.-Gendron  
18 R 132 Authorizing the Mayor to purchase the property located at 80 River Street,  
Assessor's Plat 14, Lots 10 and 11, Woonsocket, Rhode Island.-Gendron

**15. ADJOURNMENT**

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

**Posted December 13, 2018**

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**NEW LICENSES**

**CLASS F1 W/ENTERTAINMENT**

St. Stanislaus Kostka Church, 174 Harris Avenue – December 31, 2018 (DJ)

**HOLIDAY**

JG Woonsocket Meat Market, LLC – 165 Arnold Street  
Nana's Laundromat, 150 North Main Street

**RENEWALS**

**COIN-OPERATED MACHINE**

New York Lunch, 8-1/2 Main Street (1 jukebox)

**HOLIDAY**

Buy Cell Fix, 274 Main Street

**POOL TABLE/BILLIARDS**

Amvets Club, 842 Social Street (1 table)

**QUARTERLY ENTERTAINMENT**

Jaragua Lounge & Club, 33 Arnold Street

Monday, December 3, 2018

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, December 3, 2018 at 7 P.M.

Six members are present. Councilwoman Murray 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: Dennis Desaulniers, Adam Brunetti and Matthew Wilson.

Upon motion of Councilman Brien seconded by Councilman Beauchamp it is voted that the minutes of the regular meeting held November 19<sup>th</sup> be approved as submitted, a voice vote on same being unanimous.

Upon motion of Councilman Beauchamp seconded by Councilors Cournoyer and Sierra it is voted that the consent agenda be approved as submitted, a voice vote on same being unanimous.

The following item was listed on the consent agenda:

18 CO 54 A communication from Public Works Director regarding petition from Verizon and National Grid.

18 LC 53 An application for transfer of Class BV license from River Falls Complex Inc. d/b/a River Falls Complex to Meldi Maa, Inc. d/b/a Riverfalls Restaurant, 74 South Main Street, which was advertised for hearing on this date, is read by title, and

Upon motion of Councilman Fagnant seconded by Councilman Beauchamp it is voted that the transfer be granted, a voice vote on same being unanimous. Attorney Nicholas Hemond addressed the council.

18 LC 54 Upon motion of Councilman Beauchamp seconded by Councilman Fagnant it is voted that the following licenses be granted, a voice vote on same being unanimous: 4 applications for renewal of coin-operated machine license, 4 applications for renewal of pool table license, 8 applications for renewal of first class victualing license, 2 applications for renewal of tobacco sales license, 1 application for transfer of holiday license and 1 application for transfer of tobacco sales license

18 CP 69 A request of Christopher M. Roberts to address the City Council regarding status of litigation known as Roberts V. Woonsocket Board of Assessment Review is withdrawn.

The following remarks are made under good and welfare:

Councilman Cournoyer wished well to departing members of the council.

Councilman Fagnant spoke about passing of Normand Frechette. He thanked citizens for voting for him in this election and past election.

Councilwoman Sierra expressed pleasure at working with fellow colleagues and wished departing council persons well.

President Gendron expressed his friendship with Councilman Beauchamp and thanked Councilwoman Murray.

Councilman Beauchamp spoke about member of Zoning Board Normand Frechette's passing. He spoke of his experience on the council and thanked all colleagues past and present that he served with. He thanked his wife and sacrifices she has made for him.

Councilman Brien spoke about misconceptions that people have about Woonsocket. He thanked Councilman Beauchamp for his service and for getting involved in his community, he also thanked Councilwoman Murray & Councilman Fagnant for their service and others who ran for office. He spoke about inaugural event and Rotary beer and wine tasting to be held the same night.

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 Residential-2 (R-2) to Mixed-Use-1 (MU-1), which was passed for the first time on November 19<sup>th</sup>, is read by title, and

Upon motion of Councilman Beauchamp seconded by Councilors Cournoyer and Fagnant it is voted that the ordinance be passed, a roll call vote on same being unanimous. President Gendron recused himself from this vote.

18 O 63 An ordinance granting a petition for a new joint pole for National Grid and Verizon on Jillson Avenue is read by title, and

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

18 O 64 An ordinance authorizing sale of property located at Scotia Street and property located at McMullen Avenue in the City of Woonsocket is read by title, and

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

Upon motion of Councilman Cournoyer seconded by Councilman Brien it is voted that the ordinance be amended as follows: All references to \$6,790 shall become \$18,800 and references to \$3,698 shall become \$10,240. This amendment is voted on and passed unanimously on a roll call vote. The ordinance, as amended, is then voted on and passed for the first time unanimously.

18 R 121 A resolution authorizing the cancellation of certain taxes is read by title, and

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

18 R 122 A resolution authorizing execution of an agreement with RIDOT to extend the water main on Eddie Dowling Highway in North Smithfield is read by title, and

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

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

18 R 123 A 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 is withdrawn.

Upon motion of Councilman Beauchamp seconded by Councilman Fagnant it is voted that the meeting be and it is hereby adjourned at 7:33P.M.

Attest:

Christina Harmon-Duarte

City Clerk

Tuesday, December 4, 2018

At an organizational meeting of the City Council, in the City of Woonsocket, County of Providence, State of Rhode Island at the Stadium Theatre, 28 Monument Square at 8:00 P.M.

City Clerk Christina Harmon-Duarte presides and calls the meeting to order.

The following persons have been sworn in and are in attendance: Jon D. Brien, Julia A. Brown, James C. Cournoyer, Daniel M. Gendron, Denise D. Sierra, David M. Soucy and John F. Ward.

Deacon Thomas E. Gray gave the invocation.

The Clerk requested nominations for council president.

Councilman Brien nominates Councilman Gendron seconded by Councilors Cournoyer & Sierra. There were no further nominations.

A roll call was held on the nomination of Councilman Gendron and Councilman Gendron was appointed council president on a unanimous roll call vote.

President Gendron presides over the remainder of the meeting.

Councilman Cournoyer nominates Councilman Brien for council vice president seconded by Councilors Sierra & Ward. There were no further nominations.

A roll call was held on the nomination of Councilman Brien and Councilman Brien was appointed council vice president on a unanimous roll call vote.

Upon motion of Councilman Cournoyer seconded by Councilors Brien & Sierra it is voted that the rules of order of the city council be tabled, a voice vote on same being unanimous.

18 R 124 A resolution re-appointing Howard S. Portney as Probate Judge for the City of Woonsocket is read by title, and

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

18 R 125 A resolution re-appointing Thomas M. Dickinson as Municipal Court Judge for the City of Woonsocket is read by title, and

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

18 R 126 A resolution re-appointing Lloyd R. Gariepy as alternate municipal court judge for the City of Woonsocket is read by title, and

Upon motion of Councilman Cournoyer seconded by Councilors Sierra and Ward it is voted that the resolution be passed, a voice vote on same being 6-0 with Councilman Gendron recusing himself from the vote.

Upon motion of Councilwoman Sierra seconded by all Councilors it is voted that the meeting be and it is hereby adjourned at 9:00 P.M.

Attest:

Christina Harmon-Duarte

City Clerk

**AGENDA FOR BOARD OF LICENSE COMMISSIONERS**

**NEW LICENSES**

**CLASS F1 W/ENTERTAINMENT**

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**HOLIDAY**

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**RENEWALS**

**COIN-OPERATED MACHINE**

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Buy Cell Fix, 274 Main Street

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**QUARTERLY ENTERTAINMENT**

Jaragua Lounge & Club, 33 Arnold Street



CITY OF WOONSOCKET  
RHODE ISLAND

LEGISLATIVE DEPARTMENT  
COUNCILMAN  
DANIEL M. GENDRON

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

December 12, 2018

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

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

**RE: Agenda Items for December 17, 2018 Council Meeting**

Dear Madam Clerk,

Please include this letter in the December 17, 2018 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. Ice Skating Rink at River Island Art Park
2. Renewable Energy Sub-Committee

Thank you,

Daniel M. Gendron



# 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'

IN CITY COUNCIL December 3, 2018 - Read by title and passed for the first time unanimously.

**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, with a stylized 'CB' monogram to the right.

Christopher Montalto, Engineering  
Supervisor, Distribution Design

Enclosures

Return Needed

# 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 MacLatto

THE VERIZON NEW ENGLAND, INC.

BY: Daryl Crossman 11/19/18

ORDER Daryl Crossman, Right Away

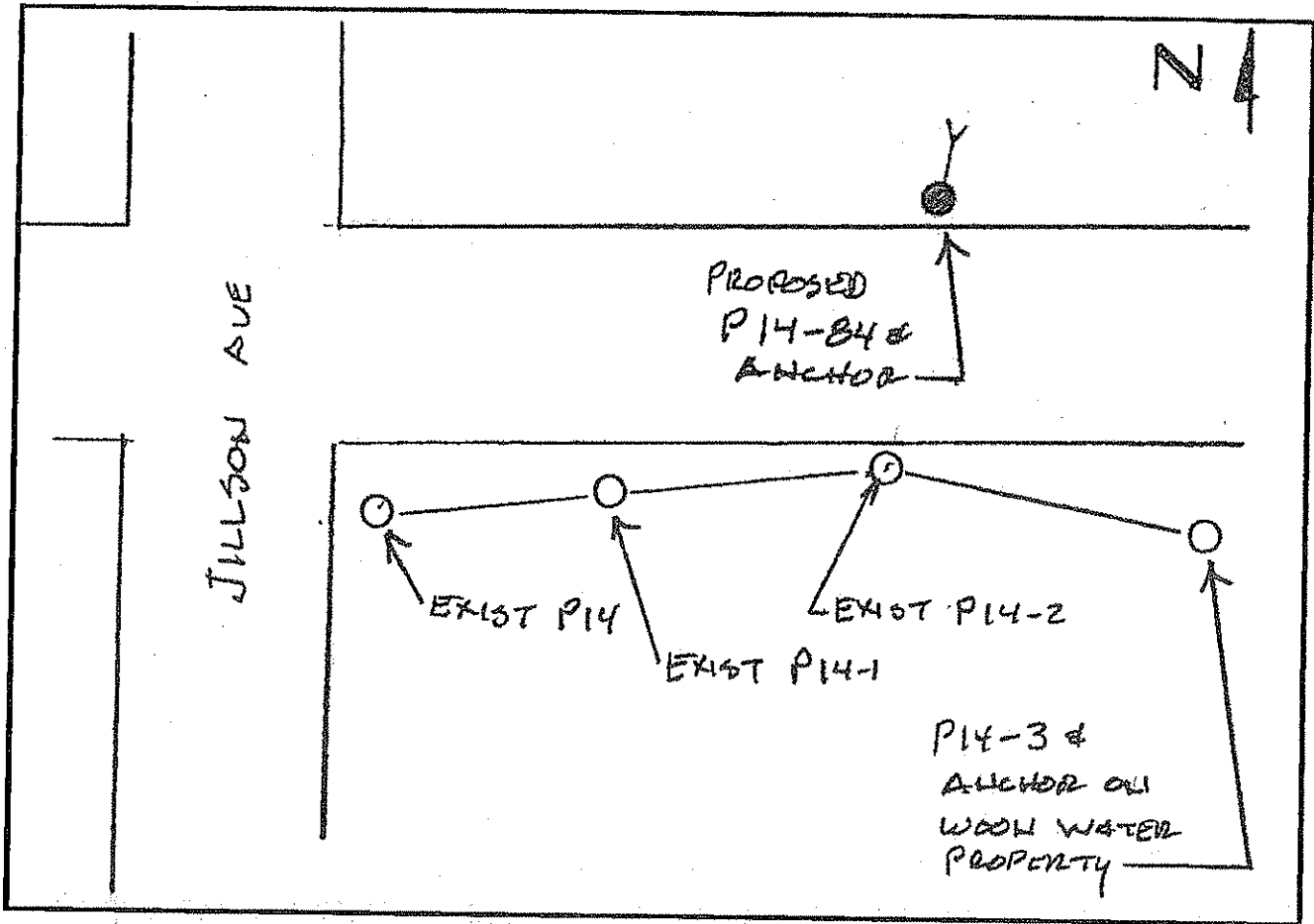
The foregoing petition been read, it was voted that the consent at the

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-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

*Rethun 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 Mantaltes*

THE VERIZON NEW ENGLAND, INC.

BY

*Daryl Crossman* 11/19/18

ORDER

Daryl Crossman, Right Away

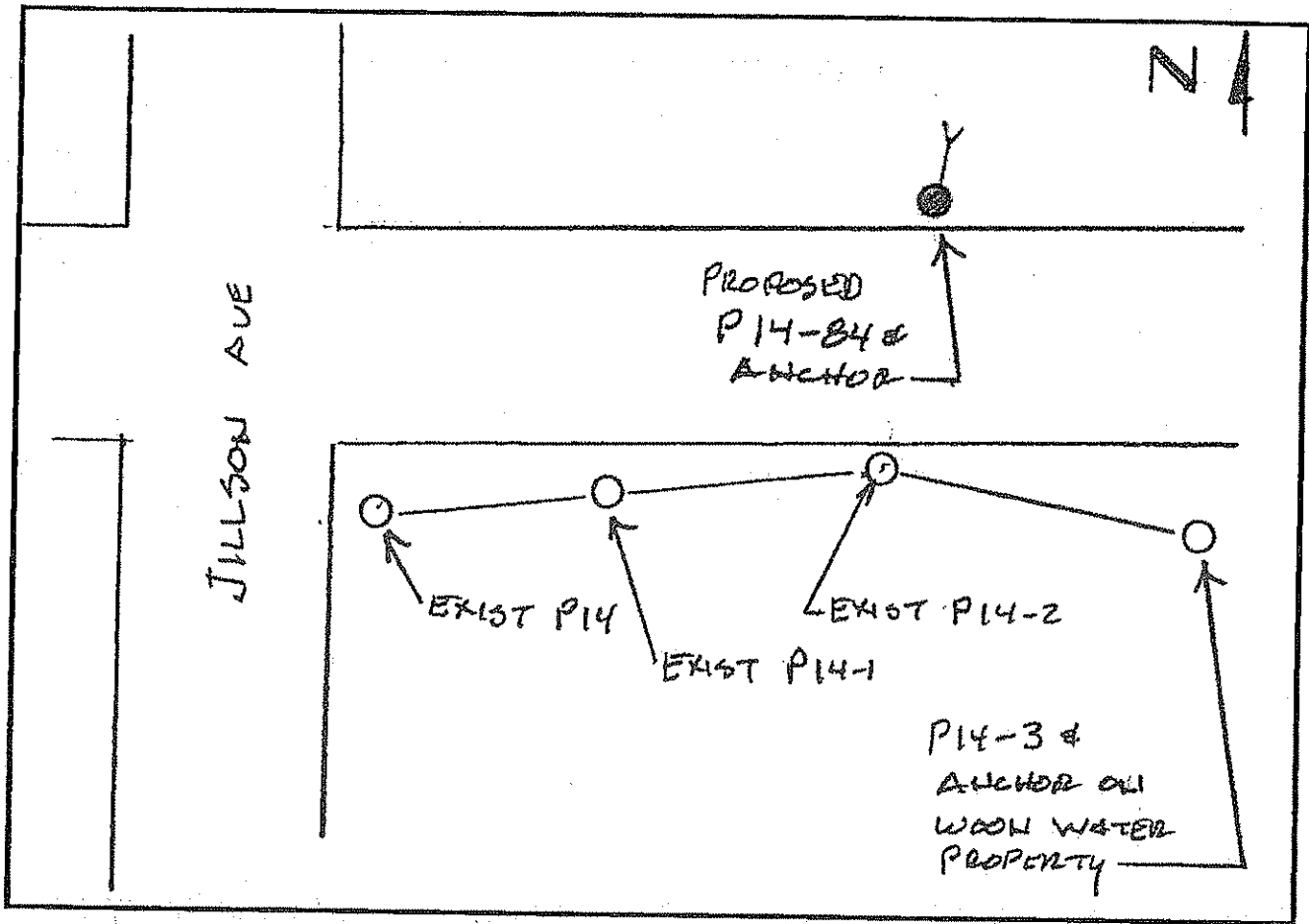
The foregoing petition been read, it was voted that the consent at the

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

*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:

### 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: *Christine Matalagas*

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

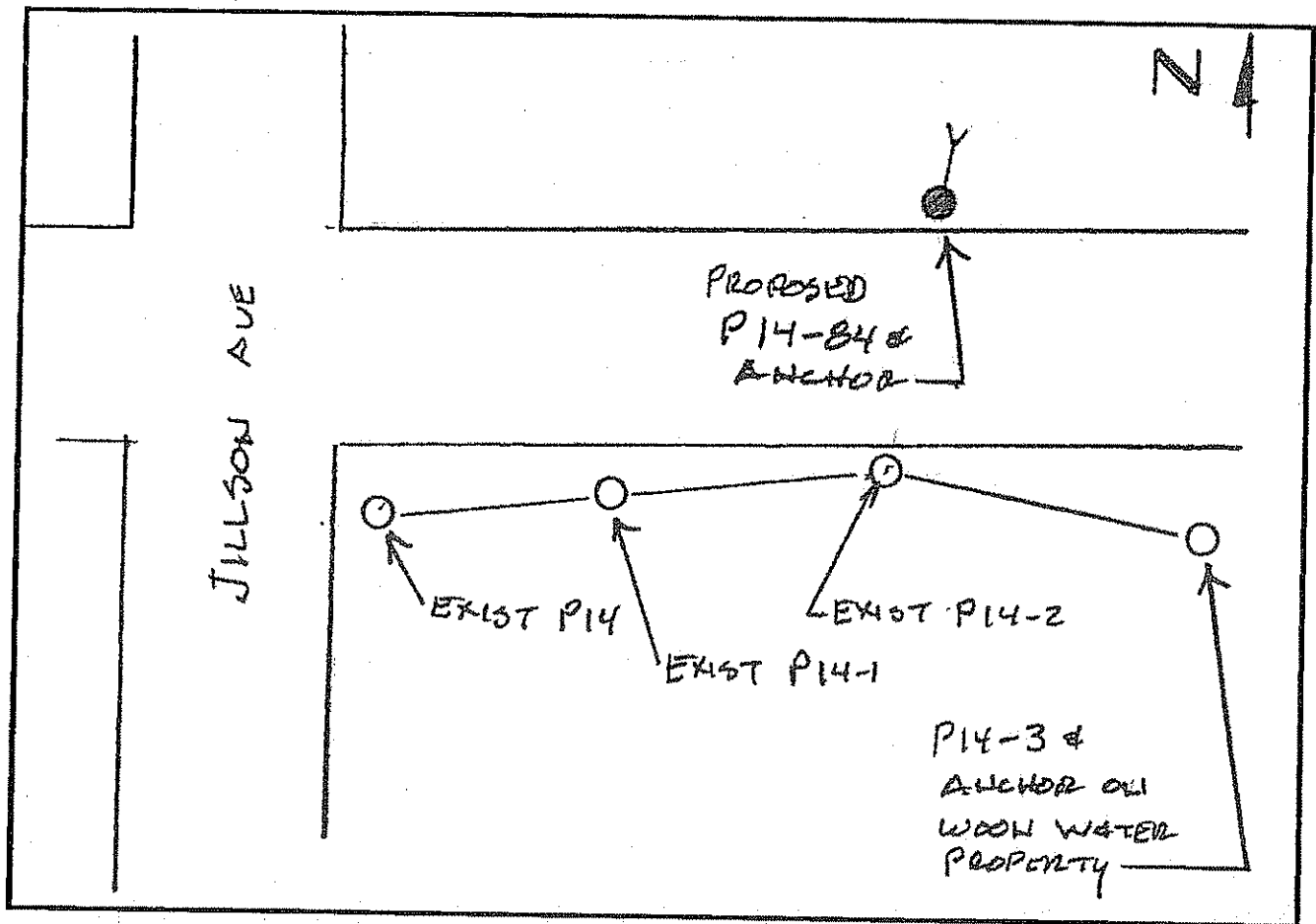
\_\_\_\_\_

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

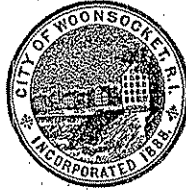
DATE OF EXISTING GRANT: \_\_\_\_\_ MAP# \_\_\_\_\_

SYMBOL KEY

- Existing Pole Location
- Proposed New Pole Location



# 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 Mesoella 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

IN CITY COUNCIL December 3, 2018 - Read by title, amended and passed as amended for the first time unanimously.

AMENDMENT: Delete all references of \$6,790.00 and in its place insert "\$18,800.00) and delete all references of \$3,698.00 and in its place insert "\$10,240.00).

**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](#) [Disclaimer](#)

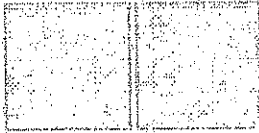
Base Map: **Town Base Map**

v1.11  
1-89  
Address Parcel ID Google Owner

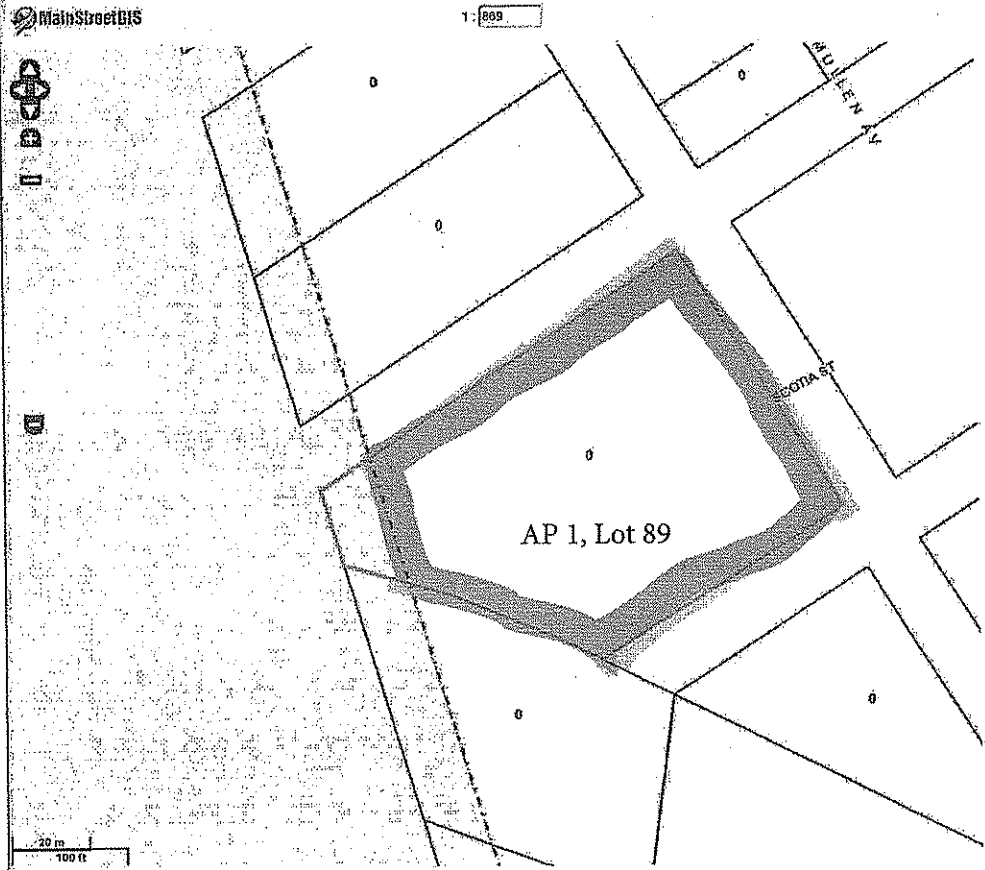
GIS Map Street View Tax Maps Other Maps

Layers: Property Selection

0 SCOTIA STREET  
1-89



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



**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 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.**

(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 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***



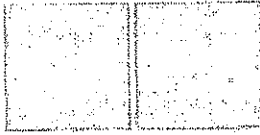
City of Woonsocket, Rhode Island.  
Web GIS Maps and Online Property Information  
by MainStreetGIS, LLC City Website  
[User Guide](#) [Feedback](#) [Disclaimer](#)

Base Map:

1:76

Layers

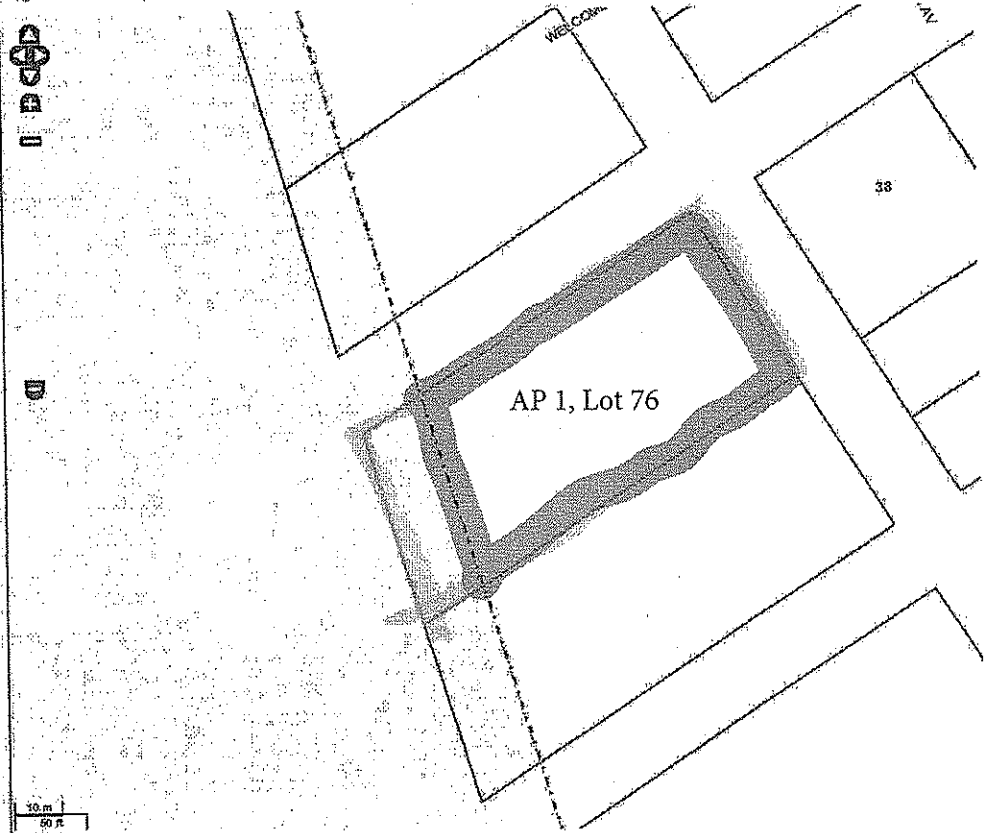
MCMULLEN AVENUE  
1:76



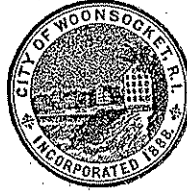
- Zoom To
- Property Card
- Adjacent List
- Property List
- Report an Issue

MainStreetGIS

1:724



City of Woonsocket  
Rhode Island



December 17, A.D. 2018

Ordinance

Chapter

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

- WHEREAS,** the residents of Emerson Street have requested assistance with issues of snow removal and property maintenance created by parked vehicles; and
- WHEREAS,** the Director of Public Safety has established the following addition to Chapter 17 to be in the best interest of the City and its residents.

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

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

- SECTION 1.** That Division 2, Parking Regulations for Specific Streets (Nonmetered) Section 17-91. "Prohibited at all times; exceptions" of the Code of Ordinances, City of Woonsocket is hereby amended by adding the following:

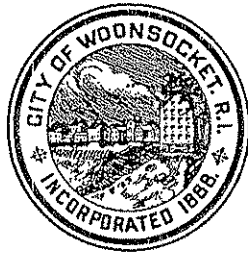
Emerson Street, southerly side, from the fire hydrant to a point 79 feet east.

- 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.

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

**City of Woonsocket  
Rhode Island**



December 17, A.D. 2018

Ordinance

Chapter

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

- WHEREAS,** The Woonsocket City Council has established the Code of Ordinances, City of Woonsocket, Rhode Island, Appendix C, entitled "Zoning" to define permitted uses; and
- WHEREAS,** The Woonsocket City Council established the Downtown Overlay District to "allow additional permitted uses" to reduce the amount of vacant store fronts and reestablish the Main St as the cultural center of the city; and
- WHEREAS,** The State of Rhode Island has established a license for a Brewpub/Manufacturing (BM) License that is not mentioned in Section 12.5-1(7) Downtown Overlay District "Tavern, bar lounge, pub or other establishments where alcoholic beverages are sold under the authority of a BL, BV, or C license limited to C-1, MU-1, and MU-2 zones."
- WHEREAS,** Section 4.6.7(e) of the zoning ordinance allows "pallet exchange facilities" by City Council Resolution in an Mixed Use-1 (MU-1) zoning district and by right in the Industrial 1 and 2 (I-1 and I-2) zones. It is a prohibited use in the Mixed Use 2 (MU-2) zone.
- WHEREAS,** The zoning ordinance defines the Mixed Use 2 (MU-2) zone as "Mixed Use Industrial/Commercial District, primarily for the conduct of manufacturing and other industrial uses which do not involve excessive smoke, odor, or noise; and/or the conduct of retail trade, administrative and professional services and service to the general public. Also permits accessory residential uses limited to persons conducting primary industrial or commercial uses. A minimum of six thousand (6,000) square feet is required per lot.  
(Ch. No. 6585, Sec. 1,4-5-99)

**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:

**Add the following to Section 4.6:**

(5) Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a Brewpub/Manufacturing (BM) BL, BV or C license.

**Add the following to Section 12.5-1:**

(7) Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a Brewpub/Manufacturing (BM) BL, BV or C license limited to C-1, MU-1 and MU-2 zones.

**Amend 18.1 Definitions by adding:**

17.) Brewpub/Manufacturing (BM). A manufacturer's license that authorizes the holder to establish and operate a brewery, distillery, or winery at the place described in the license for the manufacture of beverages within this state. The license does not authorize more than one of the activities of operator of a brewery or distillery or winery and a separate license shall be required for each plant.

**Renumber definitions hereafter.**

Zoning District	R-1	R-2	R-3	R-4	MU-1	C-1	C-2	MU-2	I-1	I-2	PR-1	PR-2
7. Storage or warehouse uses, excepting those listed below which are permitted as shown	NP	NP	NP	NP	NP	NP	NP	S	P	P	NP	NP
e. Pallet exchange facility	NP	NP	NP	NP	P*	NP	NP	NP P	P	P	NP	NP

**4.6 Commercial Uses amended by:**

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

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

- (1) Specify the place of said public hearing and the date and time of its commencement;
- (2) Indicate that amendment of the zoning ordinance, or part thereof, is



- (3) under consideration;
- (4) 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;
- (5) 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.
- (6) Advise those interested where and when a copy of the matter under consideration may be obtained or examined and copies; and
- (7) State that the proposal shown thereon may be altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any such alterations or amendments must be presented for comment in the course of said hearing.

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

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

---

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



**CITY OF WOONSOCKET, RHODE ISLAND**  
DEPARTMENT OF THE ZONING OFFICIAL AND ADA COMPLIANCE OFFICER

Email: [cjohnson@woonsocketri.org](mailto:cjohnson@woonsocketri.org)  
401-767-6400 ext. 2966

**MEMORANDUM**

To: The Honorable Woonsocket City Council

CC: Christina Harmon-Duarte, City Clerk  
John DeSimone, Solicitor

From: Carl Johnson, Zoning Official  
Ian McElwee, City Planner

Date: December 12, 2018

RE: **Revision of sections 4.6.7(e) Pallet Exchange Facilities and 12.5-1(7) Downtown Overlay District pertaining to Tavern, Bar, Lounge, Pub and other establishments in the Woonsocket Zoning Ordinance**

---

Honorable City Councilors,

The Planning and Development Department is respectfully requesting the Council consider the two revisions to the Zoning Ordinance as it is stated in the accompanying proposed ordinance. The revisions are to clean up some language that is inconsistent with the goals of the ordinance.

First, with the popularity of micro-brew pubs the City Council voted as part of the "Downtown Overlay District" that allows by right a "Tavern, bar, lounge, pub or other establishment where alcoholic beverages are sold under the authority of a BL, BV or C license limited to C-1, MU-1 and MU-2 zones." The Rhode Island Department of Business Regulations also issues a Brewpub/Manufacturing (BM) License that is not included in the zoning ordinance language. The language set forth in DBR regulations Chapter 30 Commercial Licensing; Subchapter 10-Liquor Part 1 states in part.

1.4.6 Class B-M License:

(b) The holder of a brewpub manufacturer's **license shall conform to the same laws and regulations pertaining to a Class BV alcoholic beverage license.**

It is the opinion of this department that since the state statute requires an applicant to "conform to the same laws and regulations pertaining to a Class BV alcoholic beverage license" that adding this license as part of language in section 12.5-1(7) is consistent with the intent of the ordinance that was approved by the council. The applicant will still have a noticed public hearing as part of the licensing procedure through RIDBR.

The second proposed revision regards pallet exchange facilities. The current use table in Section 4.6.7(e) of the zoning ordinance allows "pallet exchange facilities" by City Council Resolution in an Mixed Use-1 (MU-1) zoning district and by right in the Industrial 1 and 2 (I-1 and I-2) zones. It is a prohibited use in the Mixed Use 2 (MU-2) zone which allows for industrial uses.

The zoning ordinance defines the Mixed Use 2 (MU-2) zone as "Mixed Use Industrial/Commercial District, primarily for the conduct of manufacturing and other industrial uses which do not involve excessive smoke, odor, or noise; and/or the conduct of retail trade, administrative and professional services and service to the general public. Also permits accessory residential uses limited to persons conducting primary industrial or commercial uses. A minimum of six thousand (6,000) square feet is required per lot.

I have included the timeline for Planning Board Review and Public Hearings. Please feel free to reach out to Ian or myself if you have any questions. I will be present for the public hearing on January 21, 2019 to answer any

Respectfully,

Carl J. Johnson  
Zoning Official

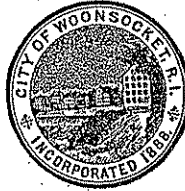
Ian McElwee  
City Planner

# ORDINANCE SCHEDULE

## Revision of Zoning Ordinance Technical change to Downtown Overlay District Pallet Exchange Facilities

CITY COUNCIL TABLES AND REFERS TO PLANNING BOARD FOR ADVICE AND RECOMMENDATION SCHEDULES PUBLIC HEARING	December 17, 2018
PLANNING BOARD TO SCHEDULE PUBLIC HEARING FOR THE APPLICATION	January 8, 2019
CITY COUNCIL PUBLIC HEARING (FIRST READING)	January 21, 2019
CITY COUNCIL (SECOND READING)	February 4, 2019

City of Woonsocket  
Rhode Island



December 17, A.D. 2018

Ordinance  
Chapter

**AUTHORIZING THE SALE OF BUILDING AND REAL PROPERTY LOCATED AT  
65 FIFTH AVENUE, WOONSOCKET, RHODE ISLAND,  
ASSESSOR'S PLAT 06, LOT 001, TO STEPHEN A. TAVERNIER**

**WHEREAS,** the City of Woonsocket (the "City") is the owner of property and building located at Woonsocket Assessor's Plat 06, Lot 001 (15,988 square feet) (the "Property"), the former Fifth Avenue School, containing a total of 0.631 acres of land; and

**WHEREAS,** The City has two (2) interested buyers who have agreed to pay \$20,000.00 and \$50,000.00, respectively, for the property located at 65 Fifth Avenue Plat 06, Lot 001; and

**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 65 Fifth Avenue, Woonsocket, Rhode Island to Stephen A. Tavernier of 32 Theresa Street, Woonsocket, Rhode Island.

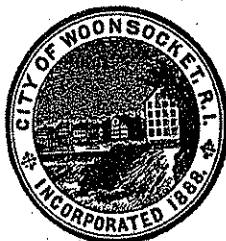
**SECTION 2.** The City Council authorizes the Mayor and/or her designee to sell the Property located at 65 Fifth Avenue, Woonsocket, Rhode Island for the amount of Fifty Thousand Dollars (\$50,000.00) and to execute any and all documents to perform same, including a deed.

**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.

---

Denise Sierra  
City Council

# City of Woonsocket Rhode Island



December 17, 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

Amendment/Report Abatement

DECEMBER 17, 2019

Status Pending

Page 1

Posting Date / /

Transaction Date / /

Report Printed 12/12/2018 08:27:53 AM

Amendment/Report	Abatement	Posting Date	Transaction Date	Report Printed	Amount
R00-0270-93	2018 RP Tax Roll			96 PRO RATED HOMESTEAD	\$31.50
				14E-186-048 at 148 BERNON ST 19	
				BATES BREANNA 148 BERNON #19 WOONSOCKET, RI 02895	
R00-0310-57	2018 RP Tax Roll			86 TAX BOARD OF ASSESSMENT	\$69.83
				15F-111-017 at 376 PARK AVENUE	
				BEACHSIDE TRUST 376 PARK AVENUE WOONSOCKET, RI 02895	
R00-8379-37	2018 RP Tax Roll			52 INCORRECT AMOUNT ABATED ON PREVIOUS ABATEMENT	\$755.49
				31A-038-039 at 56 MILES AVENUE	
				RICHARDSON AMY M 56 MILES AVENUE WOONSOCKET, RI 02895	
R00-8381-56	2018 RP Tax Roll			86 TAX BOARD OF ASSESSMENT	\$39.81
				39D-052-025 at 52 DESROCHERS AVE	
				54 DESROCHERS AVENUE LLC 18 HONEYWELL LANE CUMBERLAND, RI 02864	
R00-8381-59	2018 RP Tax Roll			96 PRO RATED HOMESTEAD	\$43.08
				18H-093-053 at 147 WARWICK STREET	
				CONNOLLY DEAN W 147 WARWICK STREET WOONSOCKET, RI 02895	
R03-3593-60	2018 RP Tax Roll			96 PRO RATED HOMESTEAD	\$67.93
				05C-145-029 at 398 ORCHARD STREET	
				RALEIGH LORRY J 398 ORCHARD STREET WOONSOCKET, RI 02895	
R12-9863-50	2018 RP Tax Roll			50 ERRONEOUSLY ASSESSED TO INCORRECT FIELD DATA	\$54.18
				23A-200-018 at 787 BERNON ST	
				YOUNG MICHAEL 787 BERNON STREET WOONSOCKET, RI 02895	
				Total	\$1,061.82



CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

December 17, A.D. 2018

**ESTABLISHING THE CITY COUNCIL SCHEDULE  
FOR CALENDAR YEAR 2019**

**WHEREAS**, R.I.G.L. §42-46-6(a) requires all public bodies to give written notice of their regularly scheduled meetings at the beginning of each calendar year; and

**WHEREAS**, said notice shall include the dates, times and places of meetings.

**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 adopts the attached (Exhibit A) calendar of its regular meetings for calendar year 2019.

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

---

Daniel M. Gendron  
City Council President

# CITY COUNCIL MEETINGS - 2019

JANUARY 7 22

JULY 1

FEBRUARY 4 18

AUGUST 5

MARCH 4 18

SEPTEMBER 3 16

APRIL 1 15

OCTOBER 7 21

MAY 6 20

NOVEMBER 4 18

JUNE 3 17

DECEMBER 2 16

**City of Woonsocket  
Rhode Island**



December 17, 2018

**RESOLUTION**

**AUTHORIZING ACCEPTANCE OF A BID FOR THE  
DEMOLITION AND RECONSTRUCTION OF THE  
SENIOR CENTER ROOF**

- WHEREAS,** The Planning Department/Division of Housing & Community Development and the Department of Public Works has secured the necessary funds to remove and replace the Senior Center Roof, located at 84 Social Street through the Community Development Block Grant program and the City of Woonsocket's Department of Public Works General Fund Expenditures/ City Property Division/ Capital Outlays/ Building Improvements budget line item; and
- WHEREAS,** The City has solicited bids through the process governed by the Department of Housing and Urban Development, the State of Rhode Island and the City of Woonsocket for the necessary roof work on the Senior Center Building; and
- WHEREAS,** The Department of Planning, Division of Housing and Community Development, has reviewed the bids and recommends that the lowest qualified bidder, Patrick J. McKenna Roofing Inc. of Pawtucket, RI be awarded the contract; and
- WHEREAS,** The Department of Planning is recommending that the Base Bid, submitted by Patrick J. McKenna Roofing Inc in the amount of \$261,400.00 be accepted and contract awarded, attached as (Exhibit A).

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

- SECTION 1.** That the City of Woonsocket is hereby authorized to sign a contract with Patrick J. McKenna Roofing Inc. of Pawtucket, RI for the demolition and reconstruction of the Senior Center Roof, located at 84 Social Street, consistent with Exhibit A as attached and made part hereto in the amount of \$261,400.00.
- SECTION 2.** This Resolution shall take effect immediately upon its passage by the City Council.

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

Woonsocket CDBG Funds  
Woonsocket Senior Center - Roof

Exhibit A

TO: Finance Department  
City Hall  
169 Main Street  
Woonsocket, RI 02895

FROM: Patrick J Mckenna Roofing Inc.

PO Box 3132

Pawtucket RI 02861

The undersigned hereby offers to furnish all labor, materials, supplies and equipment as necessary to the project as required by and in strict accordance with the Drawings entitled,

### WOONSOCKET SENIOR CENTER ROOF REPLACEMENT

and of all Addenda (Nos. 1 through     ) issued by dp Architect, in accordance with the Bidding Requirements for the lump sum:

**BASE BID PRICE** Two Hundred And Sixty one Thousand And Four Hundred dollars (\$ 261,400.00 )

#### BID DOCUMENTS

Drawings: A1 dated November 2, 2018  
Photos: 11 sheets, dated November 2018  
Specifications: City of Woonsocket  
dp Architect

**ALTERNATIVE:** Remove Epdm Roof system down to bur. Leaving bur in place and complete the remaining scope of 5.2 poly iso 1/4 Cover Board 060 Rhino Bond Tpo with A 20 yr Warranty DEDUCT 36,500.00

#### UNIT PRICE

3/4 Plywood deck replacement	\$ <u>5.00</u> per sq. foot
1x wood deck replacement	\$ <u>5.00</u> per sq. foot
2x wood deck replacement	\$ <u>5.00</u> per sq. foot
Roof Walkpad (per spec)	\$ <u>18.00 Per Lineal Ft</u> per sq. foot

#### ALLOWANCES

None

#### TIME OF COMPLETION:

Based on award of contract (letter of intent) by the City to the Contractor within thirty days of receipt of this bid, project to be completed within 5 weeks of executed Contract.

Woonsocket CDBG Funds  
Woonsocket Senior Center - Roof

**EXCLUSIONS**

(If any, submit on an attached sheet)

**MISCELLANEOUS PROVISIONS:**

1. All bidders must conduct their own on site review for their scope of work.
2. All questions relating to the scope of work must be in writing (e-mail) and will be answered per Addendum to all bidders
3. All materials built into the project are tax exempt. Owner will provide necessary documentation.
4. This is a prevailing wage rate project. Contractors will be responsible for daily work logs.
5. Obtain and pay for all required permits and inspections.
6. All trash generated by the Contractor to be removed from the site on a daily schedule. All subcontractors will maintain a clean work area.
7. Furnish product submittals on all products to be utilized.
8. Meet or exceed all required OSHA regulations.
9. Field measure as required to perform your work.
10. Lifting, receiving / off-loading of materials are Contractor's responsibility.
11. Include all necessary means to complete your work; i.e. scaffolding, ladders, lifts, etc.
12. Building will be semi-occupied during the construction phase, all egresses must be maintained.
13. Project Closeout: Submit Contractor and Product warranties.

DATE: 11/8/18

BY: David Justin Smith  
(Print)  
David Justin Smith  
(Sign)

TITLE: Vice President

CONTRACTOR: Patrick J Mckenna Roofing Inc.

RI REGISTRATION NO. 3R

ADDRESS: 55 East Street Pawtucket RI 02860

TELEPHONE: (O) 401-727-0020  
(C) 401-429-8010

E-MAIL: justin@patrickjmckennarroofing.com



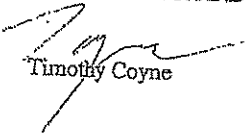
McKenna Roofing  
Woonsocket Senior Center  
Social St Woonsocket RI

November 8, 2018

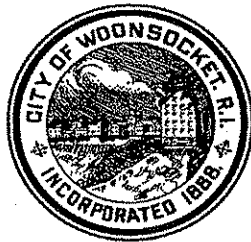
Please receive the following quote for the mechanical work at the Woonsocket Senior center per plans and spec's and our walk through on November 2<sup>nd</sup>. Quote includes all piping, electrical and ductwork required to remove, reinstall and re pipe the seven roof top units, condensers and exhaust fans shown on the drawings. It is understood this project will be in phases and a crane will be provided to Coyne Mechanical Inc. All work during normal working hours. All work to be done by R.I. licensed tradesmen. All prevailing wage is included.

EXCLUSIONS: Painting of pipe, Fire Alarm Disconnecting or reconnecting, Duct insulation.

TOTAL LABOR AND MATERIAL =

  
Timothy Coyne

CITY OF WOONSOCKET  
RHODE ISLAND



RESOLUTION

December 17, A.D. 2018

**APPROVING THE RE-APPOINTMENT OF JOHN J. DESIMONE  
AS CITY SOLICITOR**

**WHEREAS**, Chapter X, Article I, Section 1, of the City Charter requires the approval of the City Council, by resolution, of the Mayor's appointment of the City Solicitor; and

**WHEREAS**, Mayor Lisa Baldelli-Hunt has re-appointed John J. DeSimone as City Solicitor.

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

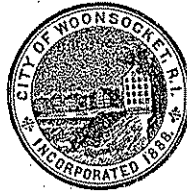
**SECTION 1.** That the City Council of the City of Woonsocket hereby approves the re-appointment of John J. DeSimone, 735 Smith Street, Providence, Rhode Island, as City Solicitor.

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

---

Daniel M. Gendron  
By Request of the Administration

# City of Woonsocket Rhode Island



December 17, A.D. 2018

## Resolution

### RESOLUTION AMENDING THE RULES OF ORDER OF THE CITY COUNCIL

- WHEREAS,** the City Council is and acts as the legislative body of the City of Woonsocket; and
- WHEREAS,** Chapter II, Section 7 of the City Charter, grants to the City Council the authority, by resolution, to determine its own rules and order of business; and
- WHEREAS,** that pursuant to Chapter II, Section 7, the City Council did adopt, on or about December 16, 2013, "Rules of Order of the City Council," and later amended them on October 6, 2014; and
- WHEREAS,** said Rule 23 of the "Rules of Order" state in part that the "rules shall not be altered, amended, suspended or repealed at any time excepting by a majority vote of the City Council"; and
- WHEREAS,** members of the City Council believe it is prudent and wise to review its Rules and the officers of the City Council on an annual basis.

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

- SECTION 1.** Be it hereby resolved, the Rules of Order of the City Council dated December 6, 2016, be amended in the form as attached. . -
- SECTION 2.** Any and all approved amendments shall become effective upon passage.

---

Daniel M. Gendron  
City Council President



RULES OF ORDER OF THE CITY COUNCIL  
CITY OF WOONSOCKET  
ADOPTED DECEMBER 46, 20186

Rule 1. The president shall call the meeting to order and shall cause the order of business to commence at the time agreed to by the President, with Regular Meetings starting at 7 P.M. In the absence of or at the request of the President, the Vice President shall call the meeting to order and shall cause the order of business to commence at 7 P.M. The Council President, Council Vice-President or other member as prescribed in Rule 2 that calls the meeting to order shall also be referred to as the "Chair" with respect to the rules that follow. In the event that the meeting exceeds 11 P.M., the council shall by majority vote to decide to continue with the meeting or recess to the next following regular business day at 7 P.M. All public hearings shall be called to order at 7:006:30 P.M.

Rule 2. The City Council, in the absence of the President and Vice President, shall elect one of its members to be acting President of the City Council. It shall be the duty of the acting President to assume all the duties of the President.

Rule 3. At its first meeting following a general election or at its initial organizational meeting following a general or special election, the City Council shall elect a Council President and Vice-President by majority vote of the City Council members present and voting.

The City Council, by majority vote of the City Council members present and voting, retains the right to re-organize, review and choose its President and Vice-President on an annual basis at its first regular meeting in December of every calendar year during the council members' term of office.

In the event of a vacancy in the office of Council President or Vice-President, the City Council shall, by majority vote, select a member to serve as Council President consistent with the procedures as set forth in this Rule.

Rule 4. The Chair shall preserve decorum and order; may speak on points of order subject to an appeal to the Council by a motion regularly seconded, and no other business shall be in order until the question on appeal shall have been decided by a majority vote of the members present. The Chair shall distinctly put all questions and decide all votes. The "yeas" and "nays" of the members of the City Council shall, at the request of two members of the City Council present, be taken and entered on the record.

Rule 5. Any member of the council or public desiring to speak shall address the Chair, and after his right to speak has been recognized, the member shall not be interrupted while speaking except by a call to order. They shall

confine their remarks to the question under debate and shall avoid slander and derogatory remarks.

When a member of the City Council wishes to address specific items of interest or concern not on the agenda, the councilmember shall submit a written request to the City Clerk specifying those items that the councilmember wishes to address by no later than the close of business on the Wednesday before the scheduled meeting. The City Clerk shall place said items(s) on the agenda under "Petitions and Communications" after consultation with the Council President.

Each councilmember shall be allotted a total time of 20 minutes during a regular council meeting to address those items previously submitted under Petitions and Communications. The Council President shall enforce said time limit which may be extended at anytime by a majority vote of the City Council. If the time allotted is not sufficient, the items not addressed shall be placed on the next regularly scheduled Council Meeting or at a work session if requested.

On all other Petitions and Communications submitted by the public, the Council President shall enforce a 20 minute limit on all written requests to address the city council per individual. If the matter is one in which additional time or study is needed, the Council President, and/or any member of the City Council, upon majority vote of its members, may table the matter for a later work session or provide additional time.

The Council President shall have the duty and right to schedule all such councilperson and public Petition and Communications requests so as to not unnecessarily prevent or delay the conduct of necessary City Council business.

- Rule 6. No member shall speak more than once on the same question until all members desiring to speak thereon shall have done so. There shall be no conversation among the members while a member is speaking, while a roll call is being taken, while any paper is being read, or while a question is being stated by the Chair.
- Rule 7. The Chair shall enforce order and decorum among persons in the City Council chamber. No persons other than the Mayor, members of the City Council, Clerk of the Council, and representatives of the press and radio shall be allowed on the floor of the City Council without receiving an invitation from the Chair, or without an invitation by a majority of the members present.
- Rule 8. When a question is under debate, the Chair will receive no motion except to lay on the table, -the previous question, -to postpone to a day certain, -to commit, -to amend, -or to postpone indefinitely. These said motions shall

have precedence in the order herein stated and the first two of said motions shall be undebatable.

Rule 9. After a roll call is ordered, said roll call vote shall not be interrupted, delayed, or stopped by the Chair or any member of the Council for any reason whatsoever. In case of a tie vote, the motion is lost. No main motion shall be debated until it is seconded.

Rule 10. Any motion may be withdrawn by the maker at any time before the taking of a vote thereon, or before an amendment is made to said motion.

Rule 11. When a vote has been passed, it shall be in order for any member voting with the majority to move a reconsideration thereof at the same meeting, or to give notice through the City Clerk in writing of his intention to move a reconsideration at the next regular meeting, provided, however, that the Chair shall not entertain any motion until the motion to reconsider has been acted upon; and when such notice of an intention to reconsider has been given, the Clerk shall retain possession of the papers until the next meeting, and no subsequent motion to reconsider the vote passed shall be in order at the same meeting, unless upon a withdrawal of the notice; and when a motion to reconsider has been decided, that vote shall not be reconsidered; and the same resolution or ordinance shall come but once before this body for reconsideration.

Rule 12. The order of precedence of motions shall be as follows:

1. Take a recess.
2. Raise a question of privilege.
3. Lay on the table.
4. Suspend the rules -two-thirds vote required.
5. Previous questions with two-thirds vote required.
6. Limit or extend limits of debate - two-thirds vote required.
7. Postpone to a certain time.
8. Commit or refer.
9. Amend
10. Postpone indefinitely.
11. Main motion.

The highest in rank being at the head of the list and the lowest in rank at the last of the list. When any of them is immediately pending, the motions before it on the said list are in order and shall be acted upon first, and those below are out of order.

Rule 13. The following motions shall be undebatable:

1. To adjourn.
2. Take a recess, (when privileged).
3. Raise a question of privilege.

4. Lay on the table.
5. Suspend the rules.
6. Previous question (two-thirds vote).
7. Limit or extend limits of debate (two-thirds vote).

Rule 14. The following motions only can be amended:

1. Take a recess.
2. Postpone to a certain time.
3. Commit or refer.
4. Amend.
5. Main motion.

Rule 15. The order of business at every regular meeting of the Council shall be as follows:

1. Roll Call.
2. Prayer.
3. Pledge of Allegiance.
4. Citizens Good and Welfare (limited to five minutes per person).
5. Approval of the minutes of the previous meeting.
6. Consent Agenda.
7. Communications from the Mayor.
8. Communications and reports from City Officers.
9. Agenda for board of license commissioners.
10. Presentation of petitions, memorials and remonstrances.
11. Good and welfare of the Council, (limited to five minutes to each member, on a rotating basis).
12. Unfinished business of previous meetings.
13. New business.
14. Reports of committees.
15. Adjourn.

Rule 16. No motion to adjourn shall be in order until the regular order of business is dispensed with, and then said motion to adjourn shall become a privileged motion and shall be undebatable.

Rule 17. Every proposed Ordinance or Resolution shall be filed with the City Clerk by a member of the City Council not later than the close of the business day on the Wednesday before the council meeting at which it is proposed for consideration. The agenda of the Council shall be closed at that time and the City Clerk shall distribute to the City Council and public a printed agenda containing such ordinances and resolutions by the end of the business day on the Thursday before each council meeting.

The above provisions shall not apply to special meetings of the Council. For such special meetings, resolutions shall be filed with the City Clerk by a member of the City Council not later than 48 hours previous to that of the meeting at which it is to be introduced.

Communications from the Mayor and city officers may be received at any time by unanimous consent of the council.

Rule 18. The City Clerk shall prepare and cause to be printed for the information of the members of the City Council a docket on which there will be a definite statement of summary of all ordinances, resolutions, orders and other business to be considered at each meeting of the City Council.

Rule 19. The City Council shall serve as a Committee of the Whole to research, review, or investigate all matters referred to it or any matter over which the City Council retains jurisdiction as the legislative body of the City of Woonsocket.

If, by majority vote, the City Council, determines that a sub-committee is necessary or preferable, then the subcommittee shall be formed, to be chaired by a council member, as selected by the majority of the City Council.

The chair shall then recommend for appointment other members to serve on the subcommittee. The total number of members to serve on any subcommittee shall be no less than 3 or not more than 7, or a greater number, if necessary, as set by a Resolution creating the subcommittee. The membership of the subcommittee may include no more than three (3) sitting members of the City Council, and other legal residents of the City of Woonsocket, business owners, and such other qualified members or professionals that the City Council deems necessary and prudent.

The City Council shall approve, by majority vote, the membership of each subcommittee and shall establish, by resolution, the terms of said membership as well as the specific charge of the subcommittee. All subcommittee members appointed in conformance with this Rule shall terminate within 14 days upon the election, and taking of office of a duly elected City Council unless the City Council extends the term of the subcommittee by Resolution.

All subcommittee members appointed consistent with this Rule are advisory in nature. They shall make written recommendations to the City Council on any matter referred to it. Nothing in this Rule shall be construed to grant any legislative power to any subcommittee as such power remains solely vested in the Woonsocket City Council.

- Rule 20. Council members appointed to special committees shall maintain an active interest in the subjects assigned, and shall be ready to advise the City Council at any time on matters relating to their committees.
- Rule 21. The regular meetings of the City Council shall be held in City Hall on the first and third Mondays of each month with the exception of the months of July and August when only one regular meeting will be held on the first Monday of each month and the month of September when only one meeting shall be held on the third Monday of the month.
- Rule 22. If any regular meeting shall fall on a legal holiday, the meeting shall be held on the day following or as directed by Resolution of the City Council.
- Rule 23. The foregoing rules shall not be altered, amended, suspended or repealed at any time excepting by a majority vote of the City Council.
- Rule 24. The City Council hereby adopts "Robert's Rules of Order" as the authority on all matters pertaining to rules of order not covered herein.
- Rule 25. The Clerk of the City Council shall cause to be printed for each of the members of the City Council, a record of the previous meetings and shall have the record of the previous meeting ready for each meeting of the City Council.
- Rule 26. In an emergency, the Council President with approval of the majority of the members, may postpone its regular meeting to the next working day following its regular meeting.
- Rule 27. Consent agenda:
1. When the City Clerk determines that any item of business requires action by the Council but is of a routine and non-controversial nature, as designated by an asterisk (\*), (s) he may cause such item to be presented at a regular meeting of the Council as part of the Consent Agenda.
  2. An objection by any member of the Council to inclusion of any item on the consent agenda forthwith may be recorded at any time prior to the taking of a vote on the motion to approve the Consent Agenda. Any item removed from the Consent Agenda shall be considered in its normal sequence on the meeting agenda.
  3. The Consent Agenda shall be introduced by a motion "To approve the Consent Agenda" and shall be considered by the Council as a single item.

4. There shall be no debate or discussion by any member of the Council regarding any item on the Consent Agenda beyond asking questions for simple clarification.
5. All items on the Consent Agenda which require public hearings shall be open for hearing simultaneously, and the City Council President shall announce, or direct the City Clerk to announce titles of all items.
6. Approval of the motion to approve the Consent Agenda shall be fully equivalent to approval, adoption, or enactment of each motion, resolution, ordinance or other item of business thereon exactly as if each had been acted upon individually.

Rule 28

News Releases/Statements to the Media.

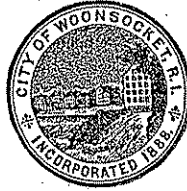
1. All Council news releases/statements shall be released by the City Clerk at the direction of the Council.
2. Council news releases/statements shall be prepared by the City Clerk. If the Council deems it necessary it may, by a majority vote, designate a specific official to prepare a news release/statement on a specific subject.
3. Prior to the issuance of any and all news releases/statements the City Clerk shall:
  - a) furnish a draft of said news release/statement to each councillor;
  - b) confirm with each councillor that he/she is in receipt of said release/statement.
  - c) poll each councillor so as to ascertain his/her agreement or disagreement with said release/statement. In all cases, prior to polling the Council, the City Clerk shall allow each councillor a minimum of 24 hours review and offer amendments to said release/statement from the time the Clerk confirms that a councillor is in receipt of said document.
4. The City Clerk shall issue said news release/statement if, after polling the Council, it has been determined that a majority of the members are in agreement with said news release/statement. The Clerk shall offer to those councillors who are not in agreement with

said release/statement the opportunity to have their disagreement noted as a part of said release/statement.

IN CITY COUNCIL – October 6, 2014 – As amended. (14 R 111 / Rules #3 & #19)  
IN CITY COUNCIL – December 1, 2014 – As amended. (14 R 131 / Rules #1 & #5)



City of Woonsocket  
Rhode Island



December 17, A.D. 2018

Resolution

**AUTHORIZING THE MAYOR TO PURCHASE THE PROPERTY LOCATED  
AT 80 RIVER STREET, ASSESORS PLAT 14, LOTS 10 AND 11,  
WOONSOCKET, RHODE ISLAND**

**WHEREAS,** the owner of the property located at 80 River Street, Woonsocket, Rhode Island, Assessors Plat 14, Lots 10 and 11 is desirous of selling said property for \$180,000.00 as shown in attached Purchase and Sales Agreement (Exhibit A); and

**WHEREAS,** the purchase of said property will advance the long-term goals of the City by decreasing building density and improve the quality of life of all of our City residents; and

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

**SECTION 1.** The City Council of the City of Woonsocket hereby authorizes the Mayor and/or her designees to purchase and take title to the property located at 80 River Street, Woonsocket, Rhode Island, Assessors Plat 14, Lots 10 and 11 for \$180,000.00 in the name of the City.

**SECTION 2.** Pursuant to said authorization, the City Council hereby authorizes the Mayor to execute a Purchase and Sales Agreement similar in form and substance as attached as Exhibit A and that the City Solicitor shall use all legal and reasonable means to secure said property and to effectuate the purchase and transfer of said property.

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

---

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

Exhibit A

**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 **TAM REALTY, LLC**, 80 River Street, Woonsocket, Rhode Island (hereinafter referred to as the "Seller") and **THE CITY OF WOONSOCKET**, a municipal corporation organized under the laws of the State of Rhode Island having an office at 169 Main Street, Woonsocket, Rhode Island (hereinafter referred to as the "Buyer"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. Agreement to Sell and Buy.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, upon the terms and conditions hereinafter set forth, certain tracts or parcels of land located at 80 River Street, in the City of Woonsocket, County of Providence, State of Rhode Island, more particularly described as Assessor's Plat 14, Lots 10 and 11 (the "Property").
- 2. Price.** In consideration of the delivery of the deed to the Property, Buyer agrees to pay to Seller the sum of One Hundred and Eighty Thousand Dollars (\$180,000.00) (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 80 River Street (Assessor's Plat 14, Lots 10 and 11), 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 Warranty 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. Warranty Claim Deed (the "Deed"); and

2. Resolutions or official minutes evidencing that Seller has the requisite power and authority to enter into and perform this Agreement and those Seller's Closing Documents to be signed by it.

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

1. Purchase Price.

2. Resolutions or official minutes evidencing that Buyer has the requisite power and authority to enter into and perform this Agreement and those Buyer's Closing Documents to be signed by it.

3. 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 \_\_\_\_\_, 2018.

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

**10. Possession.** Full possession of the Property free of all tenants and squatters is to be delivered to the Buyer free of debris and any hazardous materials including, but not limited to, paint, tires and chemicals, 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 shall be subject to free and clear title.

(d) This Agreement shall be subject to City Council approval.

(e) All outstanding real estate taxes and utilities including water, sewer and trash fees have to be paid at the time of closing.

(f) The Seller shall keep the Property insured at its expense until delivery of the deed, against loss by fire with extended coverage provisions as presently insured. In case of any loss, the Seller shall pay over or assign to the Buyer upon payment of the remainder of the Purchase Price all sums recovered or recoverable on account of said insurance, or the Buyer may, at its option, terminate this Agreement and the deposits shall be refunded to the Buyer, unless the Seller shall have restored the premises/property to the former condition

(g) 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.

(h) 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.

(i) This Agreement has been prepared by the Buyer and reviewed by the Seller and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all their efforts, that it expresses their agreement and that it should not be interpreted in favor or against either Seller or Buyer. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

(j) **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.

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

**PARCEL ONE:** Two (2) certain adjoining lots of land with all the buildings and improvements thereon situated on the westerly side of River Street in the City of Woonsocket, County of Providence and State of Rhode Island, comprising lots numbered 3 (three) and 4 (four) on that plat entitled: "Plan of River Street Estate as platted by the Woonsocket Inst. For Savings J.W. Ellis, C. E., June 1886 Scale 20 Ft. to an inch" which plat is recorded in the Registry of Deeds in said City of Woonsocket in Plat Book 5, Page 10, with a copy thereof on Plat Card 102. Said lots together are further bounded and described as follows, viz:

Beginning at a point in the westerly line of said River Street which is fifty-five and  $\frac{82}{100}$  (55.82) feet southerly as measured along said street line from the corner formed by the intersection of said line of River Street with the southerly line of Sayles Street, said point of beginning being the southeasterly corner of lot numbered 5 (five) on said plat, being land of I & M Bottling Co., Inc., and the northeasterly corner of said lot numbered 4 (four); thence southerly, bounding easterly on said River Street, one hundred eighteen and  $\frac{3}{10}$  (118.3) feet to a granite bound at an angle in said River Street; thence turning an interior angle of  $188^{\circ} 30'$  and continuing southerly, bounding easterly on said River Street, about five-tenths (0.5) of a foot to the northeasterly corner of lot numbered 2 (two) on said plat, being land of the City of Woonsocket; thence westerly at right angles to said River Street, bounding southerly on said last named land, about eighty-five and  $\frac{3}{100}$  (85.03) feet to a drill hole in a bank wall at the Blackstone River; thence northerly, with the face of said bank wall and along said River, about one hundred thirty-eight and  $\frac{5}{10}$  (138.5) feet to another drill hole in said wall at said I & M Bottling Co., Inc., land; thence easterly twenty (20) feet; thence southerly at right angles to the last line five and  $\frac{5}{10}$  (5.5) feet; thence easterly at right angles to the last line seventy-five (75) feet to said River Street at the point of beginning, bounding on the last three (3) lines on said Koury land. Containing a total area of 11,481 square feet.

**PARCEL TWO:** That certain parcel of land, with the buildings and improvements thereon, situated on the westerly side of River Street in the City of Woonsocket and State of Rhode Island, bounded and described as follows:

Beginning at a point on the westerly street line of River Street said point being the point of intersection of the westerly street line of River Street and the southerly street line of Sayles Street in the City of Woonsocket, Rhode Island; thence (1) running southerly on the westerly line of River Street, a distance of fifty-five and eighty-two one hundredth (55.82) feet to a point; thence (2) turning at right angles and running in a westerly direction a distance of seventy-five (75.00) feet to a point; thence (3) turning at right angles and running in a northerly direction a distance of five and fifty-one hundredths (5.51) feet to a point; thence (4) turning at right angles and running in a westerly direction a distance of twenty (20.00) feet to the face of a bank wall at the Blackstone River; thence (5) turning and running in a northerly direction with the face of said bank wall a distance of forty-three (43.00) feet plus or minus to a point; thence (6) turning and running in a northeasterly direction a distance of twenty-one (21.00) feet plus or minus to a point on the southerly street line of Sayles Street; thence (7) turning and running in an easterly direction on said southerly street line of Sayles Street a distance of eighty-three (83.00) feet plus or minus to the point and place of beginning.

Said parcel contains 5,467 square feet more or less.

Said parcel is designated as Lot #10 on City of Woonsocket Tax Assessor's Plat No. 14.

**Property Address:**

**80 River Street**

**Woonsocket, RI 02895**

**AP 14, Lot 10**

**AP 14, Lot 11**