

City of Woonsocket Rhode Island



August 17, A.D. 2026

Ordinance Chapter

AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED LEASE OF CITY OWNED REAL PROPERTY WITH OPEN DOORS TO CONTINUE TO OPERATE A HOMELESS SHELTER AT 181 CUMBERLAND STREET

- WHEREAS,** With second passage on May 5, 2025, the Woonsocket City Council formally passed Ordinance 25-O-24 which authorized the City of Woonsocket (“City”) to enter into a written lease agreement with Open Doors for Open Doors to operate a fifty (50) bed homeless shelter on city owned property located at 181 Cumberland Street, Woonsocket, Rhode Island also known as Parcel No. 22C-44-23 (“181 Cumberland”) for a lease term which expires on September 30, 2026; and,
- WHEREAS,** Open Doors has and continues to operate the homeless shelter at 181 Cumberland and has expressed interest to the City to continue to operate the shelter, while increasing the number of beds from fifty (50) to seventy-five (75), for at least another one (1) year term beyond the current September 30, 2026 lease expiration date; and,
- WHEREAS,** per the terms of Ordinance 25-O-24 and the existing written lease agreement, city council approval is required (i) to extend the Open Doors lease beyond September 30, 2026 and, moreover, (ii) to increase the bed capacity beyond the originally authorized fifty (50) bed limit; and,
- WHEREAS,** Chapter III, Sec. 3(e) of the City’s Home Rule Charter requires the passage of an ordinance by the city council when the city proposes to either sell or lease city-owned property; and,

WHEREAS, attached hereto as Exhibit A is a proposed Amended and Restated Lease Agreement in red line format which represents red lines by the City Solicitor of the existing lease agreement between the City and Open Doors. The proposed lease agreement found at Exhibit A is the form of agreement the City wishes to formally extend and enter into with Open Doors for Open Doors to continue to operate a homeless shelter at 181 Cumberland with an increased shelter population of no more than seventy-five (75) beds for a minimum one (1) year additional term (October 1, 2026 to September 30, 2027) and the option of two (2), one (1) year lease extension terms (October 1, 2027 to September 30, 2028 and October 1, 2028 to September 30, 2029); and,

WHEREAS, the Administration submits that Open Doors has operated a responsible homeless shelter on the Property and is deserving of an extended lease term to continue to service those individuals in need.

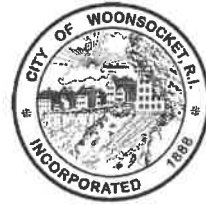
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF WOONSOCKET AS FOLLOWS:**

Section 1. That the City Council authorizes the Mayor to formally propose and enter into a new lease agreement with Open Doors in the same or substantially same form as attached hereto as Exhibit A.

Section 2. This Ordinance shall take effect on the eleventh (11th) consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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

City of Woonsocket Rhode Island



August 17, A.D. 2026

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Chapter

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- WHEREAS,** attached hereto as Exhibit A is a proposed Amended and Restated Lease Agreement in red line format which represents red lines by the City Solicitor of the existing lease agreement between the City and Open Doors. The proposed lease agreement found at Exhibit A is the form of agreement the City wishes to formally extend and enter into with Open Doors for Open Doors to continue to operate a homeless shelter at 181 Cumberland with an increased shelter population of no more than seventy-five (75) beds for a minimum one (1) year additional term (October 1, 2026 to September 30, 2027) and the option of two (2), one (1) year lease extension terms (October 1, 2027 to September 30, 2028 and October 1, 2028 to September 30, 2029); and,
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Section 2.

This Ordinance shall take effect on the eleventh (11th) consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Home Rule Charter and all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

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

EXHIBIT A

AMENDED AND RESTATED LEASE AGREEMENT - 181 CUMBERLAND STREET

THIS LEASE AGREEMENT (sometimes, "Agreement") is entered into as of the 22nd day of ~~May~~ August, ~~2025~~ 2026, by and between **OpenDoors**, a Rhode Island nonprofit with an address of 485 Plainfield, Providence, Rhode Island 02909 (~~"the Tenant"~~), and the **City of Woonsocket** with an address of 169 Main Street, Woonsocket, RI 02895 (~~"the Landlord"~~) (sometimes, the Landlord and the Tenant will be singularly referred to as a "party" or collectively as "parties").

- 1. Premises and Use.** Landlord leases to Tenant, and Tenant leases from Landlord, the building (sometimes, the "Building") and real property ("Real Property") located at 181 Cumberland Street, Woonsocket, Rhode Island 02895 (collectively, the "Premises"). The Premises shall be used solely as a non-profit homeless support center and shelter (collectively, the "Shelter") with any and all activities associated with the Shelter to be exclusively conducted and operated solely inside and within the four (4) corners of the Building for the purpose of benefiting the City of Woonsocket and providing a Shelter to homeless individuals in the city. For the avoidance of doubt, no activities associated with the Shelter shall be conducted outside of the four (4) corners of the Building. No pallets, structures, storage, sheds, showers, trailers or any other tangible items or personal property shall be used or stored outside of the Building on the Real Property. The intent of the parties to this Agreement is to contain the operation of the Shelter completely inside of the Building. Notwithstanding any other law, rule, ordinance or regulation to the contrary, the Shelter shall have a maximum capacity no greater than the lesser of (i) ~~fifty (50)~~ seventy-five (75) single occupancy beds or (ii) the maximum number of single occupancy beds allowable by the Fire Marshall. For the avoidance of doubt, the maximum shelter capacity shall be no more than ~~50-seventy-five (75)~~ seventy-five (75) single occupancy beds with no additional individuals sheltering in common areas or unused areas of the Building.

Tenant will have staff onsite twenty-four (24) hours a day, seven (7) days a week and will take all reasonable and necessary steps, including the implementation and enforcement of rules and regulations, to prohibit actions or activities on the Premises that would constitute a public nuisance or loitering on the Premises and to prohibit drugs and alcohol possession and use on the Premises. Except for providing shelter for homeless individuals consistent with this Agreement, Tenant shall not use or occupy the Premises for any other purpose and shall not sublease or assign the use of the Premises or its rights under this Agreement, without the prior written consent of the Landlord which the parties acknowledge and agree shall require the approval of the Woonsocket City Council. Referrals for beds in the Shelter will be made according to protocols described in the Memorandum of Understanding (attached hereto as Exhibit 1), which indicates that this shelter shall prioritize Woonsocket referrals.

- 2. Term.** The original term of this Agreement shall be for the period commencing on ~~May 22~~ October 1, 2025-2026 (the "Commencement Date") and terminating no later than September 30, ~~2026-2027~~ (the "Original Lease Term") unless the Original Lease Term is shortened or extended as agreed to in writing ~~or and~~ otherwise provided below in this Agreement.

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~~Provided Tenant is not in default of any then applicable term of this Agreement, Tenant shall have the option to extend the Original Lease Term for up to two (2) consecutive, one (1) year terms. The first optional extension term shall run from October 1, 2027, through September 30, 2028 (the "First Extended Lease Term"). To extend this Agreement for the First Extended Lease Term, Tenant must provide Landlord with written notice no later than one hundred twenty (120) days prior to the expiration of the Original Lease Term. The second optional extension term shall run from October 1, 2028, through September 30, 2029 (the "Second Extended Lease Term"). To extend this Agreement for the Second Extended Lease Term, Tenant must provide Landlord with written notice no later than one hundred twenty (120) days prior to the expiration of the First Extended Lease Term. If notice is not received by the Landlord within any of the timeframes set forth above, the option for that term and any subsequent term, if any, shall automatically expire.~~

~~2. The parties hereby acknowledge and agree that the Lease Term when this Agreement automatically expires (regardless of whether it expires at the conclusion of the Original Lease Term, the First Extended Lease Term, or the Second Extended Lease Term or terminated earlier in accordance with this Agreement under any of the applicable lease terms), on September 30, 2026 (unless terminated earlier in accordance with this Agreement) and this Agreement may not be further extended extended beyond September 30, 2026 without passage of a new Ordinance as required by the City's Home Rule Charter Chapter 3, Sec. 3(e) and all other applicable City Charter provisions and local law.~~

3. **Base Rent.** The base rent ~~under this Agreement~~ is eight thousand five hundred dollars (\$8,500.00) per month. Rent shall commence on ~~August-October 1, 2025-2026~~ and be payable on the first of each month payable by check to the City of Woonsocket at 169 Main Street, Woonsocket, Rhode Island 02895 and delivered to the attention of the City Finance Director. The Landlord agrees that the monthly rent amount stated herein will not increase during the ~~Original Lease Term, the First Extended Lease Term, or the Second Extended Lease Term.~~

4. **Utilities.** ~~In addition to the monthly rent obligations set forth herein, Tenant shall also be responsible for, and pay when due, any and all utility bills (including but not limited to water, sewer, gas, and electric) which shall be held in the name of the Tenant who should have sixty (60) days to transfer all utilities into its name alone. Upon request by Landlord during any applicable term under this Agreement, Tenant shall provide proof that all utility accounts are held in Tenant's name alone and are being timely paid.~~

5. **Net Lease.** This Lease shall be deemed and construed to be a ~~"net lease"~~ and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, for any agreed upon rental payment and any other payments hereunder, free of any charges, assessments, imposition or deductions of any kind and without abatement, deduction or set-off, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein otherwise expressly set forth in this Agreement.

6. **Indemnification of Landlord.** To the greatest extent permitted by law, the Tenant shall save the Landlord harmless and indemnify it from and against all injuries, losses, damages,

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demands, liabilities, judgments, costs, or expenses, which relate to or arise, in whole or in part, from (a) anything occurring on, in or about the Premises, unless and to the extent caused by or resulting from the acts, negligence, omissions or misconduct of the Landlord and/or ~~Landlord's~~ agents, servants, employees or contractors; (b) anything occurring anywhere on the Premises occasioned by any omission, fault, neglect or other misconduct of the Tenant, its agents, employees, invitees, guests or anyone for whom the Tenant is responsible, unless caused by the acts, negligence, omissions or misconduct of the Landlord or that of ~~Landlord's~~ agents, servants, employees or contractors; (c) any loss or damage caused by Tenant, its agents, employees, invitees, guests, or anyone for whom Tenant is responsible, to any person or property upon or about the Premises, unless caused by the acts, negligence, omissions or misconduct of the Landlord or that of ~~Landlord's~~ agents, servants, employees or contractors; (d) Tenant's use or occupancy of the Premises, unless caused by the acts, negligence, omissions or misconduct of the Landlord or that of ~~Landlord's~~ agents, servants, employees or contractors; (e) any construction, work, alterations, or improvements by Tenant or its agents, employees, invitees, or guests; and (f) any omission, neglect, or default of the Tenant of any of its obligations and/or covenants under this Agreement. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals. The Tenant agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any ~~mechanics'~~ materialmen, or other lien against the demised premises and/or the ~~Landlord's~~ interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises and to indemnify, defend with counsel acceptable to Landlord and save harmless Landlord from any claims or actions relating to compensation or payment for the Tenant's Work.

7. **Insurance and Mutual Waiver of Subrogation:** Tenant shall, at its sole expense, obtain, and keep in force during the ~~Term-applicable term of this lease~~ the following insurance coverage. The specified insurance shall be the only insurance required by the Tenant: (a) commercial general liability insurance against claims arising from or related to any activity of the ~~tenant~~ Tenant, ~~tenant's~~ Tenant's employees, invitees, contractors, independent contractors or other agents, guest agents, contractors or consultant, with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, (b) if applicable, workers compensation and employers liability insurance at limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident Five Hundred Thousand Dollars (\$500,000) each employee and policy limit for bodily injury by disease covering its employees as required by law, (c) commercial automobile liability insurance covering owned (if any), non-owned and hired vehicles at a minimum limit of One Million Dollars (\$1,000,000) per occurrence, and umbrella/excess liability insurance with a minimum limit of Two Million Dollars (\$2,000,000). All insurance required in this Agreement and all renewals of the same shall be issued by companies authorized to transact business in the State of Rhode Island. All insurance policies (i) shall name the Landlord as ~~an~~ additional insured (except workers compensation), and (ii) shall expressly provide that they may not be canceled without thirty (30) days prior written notice to the Landlord (10

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days for non-payment). All policies shall be written as primary policies, not contributing with and not in excess of any coverage that the Landlord may carry. Upon issuance, a certificate of all policies shall be delivered to the Landlord. If Tenant fails to maintain the insurance required hereunder, the Landlord may (but shall not be required to), upon five (5) ~~days'-days'~~ notice to Tenant, procure such insurance as may be necessary to comply with this Agreement, and Tenant shall repay the Landlord the cost of such insurance immediately upon the Landlord's demand therefor. Tenant shall also be responsible for maintaining insurance on their own fixtures, contents and tenant improvements to the Licensed Premises. Unless caused by the Landlord or its ~~agents'-agents'~~ gross negligence, the Landlord will have no liability or responsibility for such exposure. Landlord and Tenant each hereby waive all rights of recovery against the other and against officers, directors, employees, agents and representatives of the other, on account of loss by damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured. Tenant shall require all vendors, contractors or subcontractors performing work in the Licensed Premises to maintain policies of insurance including all of the coverages, limits and terms required of the tenant in this Section VI above and to provide a Certificate of Insurance evidencing such insurance coverage listing Tenant and Landlord as additional insureds on a primary and noncontributory basis for ongoing and completed operations on the General Liability, Umbrella/Excess liability and Automobile Liability coverages. The coverage provided by the ~~Tenant's-Tenant's~~ vendors, contractors or subcontractors shall be primary and non-contributory as regards the ~~landlord-Landlord~~ and ~~tenant's-Tenant's~~ policies and shall provide the same waivers of subrogation in favor of both the Landlord and Tenant.

The Landlord shall be responsible for maintaining property insurance that insures the property against loss by fire, earthquakes, floods and any hazards not caused by any activity of the ~~tenant-Tenant~~, ~~tenant's-Tenant's~~ employees, invitees, contractors, independent contractors or other agents, guest agents, contractors or consultants.

8. **Waiver of subrogation.** Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. The Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. ~~▲~~
9. **Maintenance by Tenant.** Tenant shall keep and maintain the Premises free and clear of refuse and rubbish and shall be responsible for ensuring that the Building is cleaned on a regular basis, and shall return the same at the expiration or termination of this Lease in the same condition as of the Commencement Date or as the same may be put in thereafter, reasonable wear and tear excepted and in broom clean condition. Tenant shall keep and maintain the interior ~~and outside~~ of the Building ~~together with the entire Premises~~ in a clean and sanitary condition at Tenant's expense.

10. **Maintenance by Landlord.** ~~Landlord shall be responsible for and shall maintain and make~~

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~~all repairs required with respect to the Premises, except such repairs as may be made necessary through the actions of Tenant, its agents, employees or invitees ("Tenant Caused Repairs"), which Tenant shall reimburse the Landlord for the costs incurred by Landlord for any such Tenant Caused Repairs. Notwithstanding the preceding sentence, the Tenant shall reimburse the Landlord for the first fifty thousand dollars (\$50,000) of costs incurred by the Landlord that are associated with Landlord's maintenance or repairs that are not Tenant Caused Repairs.~~

10. Tenant is and shall be responsible for all maintenance and repairs of the Building provided, however, Landlord shall provide up to seventy-five thousand (\$75,000) in funding to be used exclusively for maintenance and repairs of either the elevator, the HVAC system or the Building roof provided that such funds are available from the City's Opioid Settlement Funds. The appropriation and expenditure of any such funds shall be at the sole direction of the Woonoscket City Council and subject to passage of the necessary ordinance(s) and/or resolution(s) to approve said expenditure(s) or work to be performed. For the avoidance of doubt, Tenant is responsible for reimbursing the Landlord for one hundred percent (100%) of the costs incurred by Landlord due to Tenant Caused Repairs. Landlord shall bill the Tenant for all repairs that are Tenant's responsibility pursuant to the foregoing provisions, and payment shall be made by Tenant within thirty (30) days of the invoice date. All balances remaining after said thirty (30) days shall accrue interest at the rate of twelve percent (12%) per annum until paid in full. Notwithstanding the foregoing, the Landlord shall not be liable for any leasehold improvements required or desired by Tenant for Tenant to operate the Shelter within the Building. To the extent that any such leasehold improvements are so required or desired, the Tenant shall be solely responsible for any and all costs associated therewith.

11. Compliance with Law. Tenant, at its sole expense, shall observe and comply with, be responsible for, and shall bear all the expenses with regard to the observance and compliance with all present and future statutes, laws, ordinances, rules, orders, regulations and/or requirements relative to the Premises and applicable to Tenant, including securing and maintaining any and all active licenses, certificates of occupancy, approvals and the like which are necessary for the operation of the Tenant's Use of the Premises.

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12. Subordination to Mortgages. This Lease shall be subject and subordinate to the lien or liens of all mortgages in any amount now or hereafter placed on the Premises and any renewals, modifications, or replacements thereof, so long as said mortgagee agrees not to disturb the occupancy of Tenant. Notwithstanding, any agreement not to disturb the occupancy if the Tenant is expressly conditioned upon Tenant not being in default of this Agreement.

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13. Landlord's Access. Tenant shall at reasonable times allow Landlord and its agents to enter inside the Building and upon the Premises for the purpose of inspecting and viewing the same and to review all repairs or alterations and overall operations of the shelter. In order to inspect personal living quarters, the Landlord shall provide Tenant twenty-four (24) hours' notice except in the case of a maintenance emergency.

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14. Improvements. No leasehold improvements shall be performed to the Building or the Premises unless Tenant has first obtained written consent from the Director of the

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Department of Public Works and has demonstrated the financial capability to pay for said leasehold improvements. Only after obtaining said written consent, Tenant shall also be required to obtain any and all permits and approvals from the City Building Official as required under state and local law. All such leasehold improvements shall be performed by licensed professionals and contractors with proof of necessary general liability, professional, worker's compensation and other insurances as required by state law with the cost and expense of such improvements to be exclusively borne by the Tenant. Each contractor, professional or third party performing work on the Building or the Premises shall execute an acknowledgement, waiver or other document reasonably required by the City that establishes that the City shall not be held liable in any manner for the cost of the leasehold improvements or the work, the labor or supplies provided by said contractor, professional or third party and that no such party shall have any right to pursue a so-called mechanic's lien against the Premises as provided for under Rhode Island General Laws Sec. 34-28-1 *et seq.*

15. **Destruction.** In the event that the Premises or any portion thereof shall be damaged by fire or other casualty so that the same shall become unfit for occupancy and use, a just abatement of the rent shall be made until the same shall be repaired by Landlord; provided, however, Landlord shall have the option to notify Tenant within sixty (60) days following such damage that it elects not to repair the same, whereupon this Agreement shall terminate as of the time and date of such damage.
16. **Condemnation.** In the event that all or any portion of the Premises is taken by eminent domain, this Agreement shall terminate on the date that the taking occurs.
17. **Termination by Landlord for Cause.** Landlord, at its option, may declare this Lease terminated: (i) if Tenant shall neglect or fail to pay rent or perform or honor any other covenant calling for the payment of money by Tenant pursuant to this Agreement and such neglect or failure shall continue for more than five (5) days after written notice to the Tenant; or (ii) if Tenant neglects or fails to perform or honor any other term, covenant or condition under this Agreement and such neglect or failure shall continue for more than five (5) days after written notice to Tenant; or (iii) if Tenant abandons or vacates the Premises or fails to operate a Shelter within the Building.
18. **Landlord expenditures or Incurrence of Obligations.** If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorney's fees arising out of said default, or monies incurred in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve percent (12%) per annum and costs, shall be paid to the Landlord by the Tenant as additional rent within thirty (30) days after demand. If this Lease is terminated for default, then Tenant covenants, as an additional cumulative obligation after such termination, to pay all of Landlord's reasonable costs and expenses related thereto or in collecting amounts due hereunder, including reasonable attorney's fees. Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar permitted by law or this Agreement.

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19. Termination by Landlord. Landlord may terminate this Lease at its sole option upon written notice to Tenant (the “**Landlord Termination Notice**”), such termination taking effect upon the date set forth in the Landlord Termination Notice, if (1) the Rhode Island Attorney General indicates to Landlord in writing that Tenant’s occupancy of the Premises violates any order of any court, government agency, or tribunal; and (2) the Tenant is subject to any voluntary or involuntary proceeding under the Bankruptcy Code, or any voluntary or involuntary insolvency proceeding of any kind, including, but not limited to, an assignment for the benefit of creditors, receivership proceeding, or trustee process, and (3) if a force majeure event renders the Premises unfit for continued habitation by Tenant.

20. Termination by Tenant: The parties agree that Tenant’s operation of the Shelter is conditioned upon Tenant receiving funding for its program and, in the event that Tenant is unable to secure the necessary funding, Tenant may terminate this Agreement by providing Landlord thirty (30) days written notice, otherwise, Tenant may terminate this Agreement at its sole option upon sixty (60) days’ written notice to Landlord (the “**Tenant Termination Notice**”), such termination taking effect upon the date set forth in the Tenant Termination Notice; provided however, that Tenant may immediately terminate this Agreement for (1) Landlord conveying its ownership of the Property to any third party, in whole or in part; (2) if the Rhode Island Attorney General indicates to Tenant in writing that Tenant’s occupancy of the Premises violates any order of any court, government agency, or tribunal; or (3) the Landlord is subject to any voluntary or involuntary proceeding under the Bankruptcy Code, or any voluntary or involuntary insolvency proceeding of any kind, including, but not limited to, an assignment for the benefit of creditors, receivership proceeding, or trustee process.

21. Services:

(a) The Landlord shall furnish cold water to the Premises for drinking, lavatory and toilet purposes drawn through existing fixtures, or by Tenant’s leasehold improvements with Landlord’s prior written consent, and warm water to the Premises for lavatory purposes from the regular supply of the Building. Tenant shall not waste or permit the waste of water. Tenant shall pay Landlord for all water and sewer charges associated with its use of the Premises.

(a)(b)

(b) ~~Landlord will furnish the~~ The Premises ~~with has available~~ electricity, water, and gas through utility companies that provide the services to the Premises. ~~however, Tenant shall pay to Landlord all costs associated with its use of the utilities as provided in Section 4. Tenant will not place or attempt to place the utilities servicing the Premises in its name. In accordance with paragraph 4 of this Agreement, all utilities must be held in the name of and paid by the Tenant.~~

Landlord does not warrant or represent that any of the utility services above mentioned will be free from interruption and it shall not be responsible for any interruption of utility services unless caused by ~~its Landlords’~~ gross negligence or intentional acts ~~and, in the~~

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~~latter case, if caused by Landlord's gross negligence or intentional acts, the Tenant's only recourse against Landlord shall be relief from paying rent due hereunder for the period of interruption only. Other than this limited form of relief for the stated limited scenario, Landlord shall not be liable to Tenant for any form of damages claimed by Tenant under this Agreement. ,including without limitation any interruption caused by failure of Tenant to pay for utilities, war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the Landlord to obtain fuel, energy or supplies, pandemic, or any other cause or causes beyond the control of the Landlord shall not constitute a default by Landlord under this provision (a "Force Majeure Event"). No such interruption of service shall be deemed an eviction (or a constructive eviction) or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, except as provided in this paragraph, or relieve Tenant from performance of Tenant's obligations under this Lease, except as provided herein; provided, however, if such interruption is for a period of time equal to or longer than seven consecutive days, Tenant shall have the right to terminate this Lease, and, upon such termination, Tenant shall be relieved from all its obligations hereunder. Tenant agrees to cooperate fully with Landlord, at all times, in abiding by all reasonable regulations and reasonable requirements that Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. During periods of any interruption as set forth in this paragraph, Tenant shall be relieved from paying any rent due hereunder for the period of the interruption only.~~

- 22. Condition of Premises:** ~~The Tenant acknowledges that Prior prior to this lease Agreement, going into effect, that Tenant has been and continues to be in sole and exclusive possession of the Premises for more than one (1) year under a prior lease agreement between the parties. Therefore, Tenant Landlord shall deliver the Premises and Tenant shall accept the Premises in its "as is" condition as of the date of the execution of this Agreement, and the Landlord shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by the Tenant. The Tenant shall bear the sole responsibility, financial and otherwise, to complete any improvements, renovations, upgrades, buildouts or the like that may be required or necessary for the Tenant's intended use of the Building as a Shelter. Moreover, the fifty thousand (\$50,000) referenced in Section 10 shall be used only for prospective repairs and maintenance and shall not be used for any improvements renovations, upgrades, buildouts or the like that may be required or necessary for the Tenant's intended use of the Building.~~

- 23. Garbage And Refuse.** The Tenant shall be responsible for the proper placement of all refuse, garbage, trash, cardboard and other recyclable materials (collectively, "Tenant's Waste") in receptacles provided by Tenant. Tenant's Waste shall at all times be stored in closed and secure bins, dumpsters or cans until collected by the appropriate refuse company, which shall be at Tenant's sole cost and expenses, and said bins, dumpsters or cans shall only be placed in areas approved in advance by the Landlord and shall be emptied on a weekly basis or more frequently if the conditions so require it.

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24. No Waiver. No consent or waiver, express or implied, by Landlord, to or of any breach of any term, covenant or condition hereunder shall be construed as a consent or waiver to or of any other breach of the same of any other term, covenant or condition, nor shall the acceptance by Landlord of any rental or other payment when due hereunder constitute a consent or waiver by Landlord to or of any breach of any term, covenant or condition hereunder.

25. Assignment and Subletting. Tenant may not assign this Lease or sublet any portion or all of the Premises without the written consent of Landlord, and if given, the same shall not be a waiver of this covenant and condition, except as to the particular act to which said consent related; and in such event Tenant shall not be relieved of any obligation hereunder but shall remain primarily liable for the payment of the rent herein reserved and for the performance of all the other terms of this Lease required to be performed by Tenant.

26. Surrender. The Tenant shall at the expiration or other termination of this Agreement remove all Tenant's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the leased premises). Tenant shall deliver to the Landlord the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

27. Notice. Any notice from the Landlord to the Tenant relating to the Premises or to the occupancy thereof, shall be in writing and be deemed duly served, or if mailed or sent by nationally recognized overnight courier to the Premises or such other address as Tenant may designate by notice to Landlord. If mailed, it shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the Tenant. Any notice from the Tenant to the Landlord relating to the leased premises or to the occupancy thereof, shall be in writing and be deemed duly served, if sent by nationally recognized overnight courier or mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at such address as the Landlord may from time to time advise in writing. All rent and notices to Landlord hereunder shall be paid and sent to the Landlord. ~~Attm: _____~~ which notice will only be deemed satisfied by sending separate notices to the Mayor, the City Solicitor and the Finance Director at 169 Main Street, Woonsocket, RI 02895.

28. No Partnership. It is understood and agreed that the Landlord shall in no event be construed or held to be a partner or associate of the Tenant in the conduct of the Tenant's business, nor shall the Landlord be liable for any debts incurred by the Tenant in the conduct of the Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

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29. Applicable Law. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Rhode Island without regard to its conflict of law provisions. If any clause herein contained shall be declared void as in violation of any law, statute, or decision, the same shall be deemed stricken, the remainder of the lease to be in full force and effect.

30. Security. The Tenant shall have the full responsibility for protecting the Premises and any personal property, equipment, trade fixtures, personal property of any third parties, or other improvements located thereon and shall be solely responsible for any loss or theft with respect thereto. The Landlord shall not be responsible for any security at the Premises, or the sidewalks and parking lots adjacent thereto.

31. Binding Effect. The terms, covenants and conditions of this Lease contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. Entire Agreement. This lease together with all attachments signed by the parties, constitutes the entire agreement between Landlord and Tenant. No prior written or prior contemporaneous oral promises or representations shall be binding. This lease will not be amended, changed or extended except by written instrument signed by all parties. Section captions are for Landlord's and Tenant's convenience only, and neither limits nor amplifies the provisions of this instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be an original, on the date first above written.

LANDLORD: City of Woonsocket

Name: _____ Title: _____

Signature: _____ Date: _____

TENANT: OpenDoors

Name: _____ Title: _____

Signature: _____ Date: _____

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EXHIBIT 1

Memorandum of Understanding Between the City of Woonsocket and OpenDoors
Referral Process for 181 Cumberland Street Homeless Support Center

Parties:

This Memorandum of Understanding (MOU) is made and entered into by:

- The City of Woonsocket, the entity providing municipal approval of this facility
- OpenDoors, an organization dedicated to providing wrap-around support and advocacy for justice-involved and homeless people, which will operate this facility.

Purpose:

The purpose of this MOU is to establish a framework for cooperation and collaboration between the City of Woonsocket and OpenDoors in regards to the referral process for shelter beds at the 181 Cumberland Street Homeless Support Center.

Referral Protocols:

Initial bed openings will be filled according to the following protocols:

- OpenDoors staff, outreach staff, coordinated entry staff, and staff from the City of Woonsocket will all designate at least one individual to be part of a case conferencing team to meet weekly in the month prior to the site opening to discuss referrals.
- Initial beds will be prioritized for Woonsocket based referrals in accordance with state protocols. Referrals will prioritize:
 - People who are currently in shelters in Woonsocket that are closing.
 - People living in encampments in Woonsocket
- The case conferencing team will ensure that starting four weeks prior to the shelter opening, all individuals that meet the above criteria are provided written notices about the new opportunity for shelter beds at this facility. They will have two weeks to sign up and request referrals through the Coordinated Entry System (CES).
 - For individuals that are in shelters already, this process will be coordinated by the staff at the shelter. They are already in the CES system, and will be asked if they would like a transfer to 181 Cumberland.
 - For individuals that are in encampments, an outreach worker will visit each encampment twice and will sign up any interested individuals directly and will also leave written notices.
- These individuals will all have two weeks to sign up for a bed at 181 Cumberland through CES.
- After that two week period is up, any remaining beds will be provided to other CES referrals based on state protocols. Beds will first be prioritized to individuals losing shelter at the Kent County shelter in Warwick based on need or individuals at other OpenDoors shelters recently moved there from Kent County.
- OpenDoors will accept referrals unless there is a documented safety concern.

Once the shelter is initially full through this protocol, open beds will be filled according to the following prioritization:

- Individuals who are referred by homelessness outreach teams and are living in verified places not fit for human habitation in Woonsocket.
- Individuals in shelter beds in Woonsocket that are closing.
- Individuals referred directly by a medical or residential drug treatment facility in Woonsocket, by a case manager.
- Individuals referred by a Woonsocket police officer.
- As individuals leave, one bed will be left empty to accommodate last minute, emergency Woonsocket referrals.
- Individuals that are referred through the Coordinated Entry system based on state protocols.

OpenDoors will be responsible for:

- Working with the case conferencing team prior to coordinate referrals prior to opening.
- Accepting referrals based on the above protocol.
- Operating the shelter according to its rules and regulations, as provided to the City of Woonsocket.
- OpenDoors will participate in monthly meetings with the Woonsocket Homelessness Taskforce to coordinate support services.

The City of Woonsocket will be responsible for:

- Participating in case conferencing and the Woonsocket Homeless Task-force as it sees fit.

City of Woonsocket:

Signature: _____ Date: _____

Name: _____ Title: _____

OpenDoors:

Signature _____ Date: _____

Name _____ Title: _____

