



## Recommendation Memo

**To:** Mathew Solitro, Department of Public Works  
**From:** Margie White, Finance Department ext. 9641  
**Date:** April 29, 2019  
**Re:** Council Claim

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Please investigate the attached claim against the City of Warwick involving your department and return this recommendation to the Finance office as soon as possible.

**Date of Incident:** 4/20/19

**Police/tow/auto report:** N/A

**Claimant:** Lori Ann Caine

**Claim:** Hit a pothole on Commonwealth Avenue causing damage to tire.


**Invoice:** Town Fair Tire \$307.59

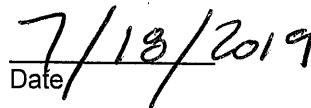
**Estimates:** Walmart.com \$248.99  
Tirewarehouse.com \$239.99

**Department Recommends:**

**Approval** of this claim for **\$300**.

**Denial** of this claim (please include comments below):

  
\_\_\_\_\_  
Director Signature

  
Date

TO THE HONORABLE CITY COUNCIL

The undersigned respectfully petitions your body for compensation for injuries or damages sustained as follows:

Please print information that pertains to your claim.

Motor Vehicle Accident Pothole Property Damage Tax Waiver Other

Claimant Name: LORI ANN CAINE

Address: 653 Commonwealth Ave

City, State, Zip: WARWICK RD 02886

Telephone #: (401) 206-1545

Date of incident (M/D/Y) 4-20-19 Time: 5:30 AM PM

Description of Incident/Claim: DRIVING HOME. HIT POT HOLE AND IT DAMAGED MY TIRE.

Vehicle Year: 2011 Make: BUICK Model: enclave Odometer reading: 120K

The Pothole was located on COMMONWEALTH AVE - NEAR 566 road.

I notified the Finance I Public Works department on MONDAY MORNING (date). (STILL NOT FIXED) I PUT A cone on it

The nature of my property damage is: GOUGE ON RIGHT FRONT TIRE

Additional information about Tax Waiver (include letter from Tax Collector stating adverse decision)

I request reimbursement in the amount of \$ 280.44

SIGNATURE OF CLAIMANT: Lori Ann Caine DATE 4-20-19

234.00 TIRE 20.95 BALANCING 5.95 WAVE STEM 2.95 Tire removal 16.99 TAX

**AFFIDAVIT**

(Petitioner Name) Lori Ann Carre, being duly sworn, deposes and states:

1. I have petitioned the City Council of the City of Warwick for compensation for losses arising from an incident which occurred on (date) 4-20-19 as a result of (please provide brief description):

Hit Pothole damaged right front tire

Said claim was filed with the Finance Department on \_\_\_\_\_ (date).

2. Check appropriate box or boxes:

I have not sought compensation, nor will I at any time seek compensation from any source (including, but not limited to, any insurance company) other than the City of Warwick, for any loss arising from the above-described incident, understanding for pothole claims, the maximum recovery is \$300.00 under Rhode Island General Law § 24-5-13 (b).

I have received compensation from a source or sources other than the City of Warwick, (including, but not limited to, any insurance company) in connection with this incident. The amount(s) which I received total \$ \_\_\_\_\_ and the source of the other payment(s) was \_\_\_\_\_

I am seeking, or intend to seek, compensation from a source or sources other than and/or in addition to the City of Warwick (including, but not limited to, any insurance company), for any loss arising from the above described incident. The source or sources from which I seek such other compensation is/are: \_\_\_\_\_

3. In the event that the Warwick City Council should deny my claim, I understand that I may pursue a claim against any other party who may be liable for my loss.

4. I understand that I am not entitled to recover more than the amount of my actual loss. If the City of Warwick pays any amount to me in connection with the above described incident, and if I should receive any amounts from any source other than the City of Warwick with respect to the above described incident, I will report such other receipt(s) to the Finance Department of the City of Warwick.

5. I have personal knowledge of the facts aforesaid.

Lori Ann Carre  
Signature of Claimant or its Representative

Lori Ann Carre  
Printed Name

State of Rhode Island  
County of Kent

Subscribed and sworn to before me on this 29<sup>th</sup> day of April, 20 19

**NOTARY PUBLIC**  
Margie A. White  
759429

Margie A. White  
(Notary Public)

My Commission Expires 7/25/20  
**RHODE ISLAND**

My Commission Expires 7/25/20



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DIVISION OF MOTOR VEHICLES

600 NEW LONDON AVENUE  
CRANSTON RI 02920-3024

Web Address: [WWW.DMV.RI.GOV](http://WWW.DMV.RI.GOV)



BW31785379

EASY AUTO LEASING LLC  
1 MANUEL AVE  
JOHNSTON RI 02919

Date: 10/19/2018

### Registration Certificate

REG NUMBER: <b>CALM2</b>	PLATE TYPE: <b>PASSENGER</b>	PLATE DESIGN: <b>WAVE</b>	VEHICLE TYPE: <b>PASSENGER</b>	DRIVERS LICENSE: <b>N/A</b>	REG EXP DATE: <b>05/31/2019</b>
YEAR: <b>2011</b>	MAKE: <b>BUICK</b>	MODEL: <b>ENCLAVE</b>	BODY TYPE: <b>SPORT UTILITY VEHICLE</b>	MAJOR COLOR: <b>TAN</b>	MINOR COLOR: <b>TAN</b>
VEHICLE IDENTIFICATION NUMBER: <b>5GAKVBED6BJ343220</b>		RENEWAL FEE: <b>263.50</b>	GROSS WEIGHT: <b>6459 LBS</b>	# OF PASSENGERS: <b>5</b>	# OF CYLINDERS: <b>6</b>
FUEL TYPE: <b>GAS</b>	CARRYING CAPACITY: <b>N/A</b>		LENGTH: <b>N/A</b>	CCs: <b>N/A</b>	MAX SPEED: <b>N/A</b>
LEASING COMPANY: <b>EASY AUTO LEASING LLC 1 MANUEL AVE JOHNSTON RI 02919</b>			LESSEE: <b>LORI A CAINE 740 S COUNTY TRL PO 344 EXETER RI 02882</b>		
GARAGED AT ADDRESS:			TAX TOWN: <b>EXETER</b>		

- Notice: The law requires that the DMV be notified within 10 days of any change in name or address. Please visit our website to update your address online.
- Plate Cancellation -Excise Tax: Plates must be **cancelled** with the DMV to ensure the vehicle is removed from the city or town tax rolls. Please retain your receipt as proof of cancellation.
- Every registration plate shall be at all times securely fastened in a horizontal position and be in a condition to be clearly legible. Validation stickers are only to be placed securely on the lower right corner of the registration plate.
- Registration Certificate shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.
- Proof of valid insurance/financial security is required as per Rhode Island General Laws § 31-47 (Motor Vehicle Reparatons Act).
- It is your responsibility to renew your registration prior to the expiration date. Failure to do so may result in the assignment of new plates.
- Failure to obtain an **Emissions Inspection** on or before **08/14/2020** will result in this vehicle being suspended.
- Not valid without official signature of Administrator.

WALTER R. CRADDOCK  
ADMINISTRATOR  
DIVISION OF MOTOR VEHICLES

**CLOSED END MOTOR VEHICLE LEASE**

Lessee Name, LORI A CAINE

Lease Number: 180653

Lease Date: 07/05/2018

Scheduled Lease End Date 02/25/2022

Address & Phone: 740 S COUNTY TRAIL, EXETER, RI 02822 (401) 206-1545

Co-Lessee Name,  
Address & Phone: N/A

Co-Lessee Name,  
Address & Phone: N/A

Guarantor Name,  
Address & Phone: N/A

Lessor Name, SHANNON MOTORS

Address & Phone: 648 KILLINGLY STREET, JOHNSTON, RI 02919 (401) 273-0110

"We," "us" and "our" mean the lessor. "You" and "your" mean the lessee. This document governs your Lease with us. Each person who signs this Lease is individually liable to us for all Lease obligations. "The Vehicle" is the vehicle described below that you are leasing from us. You agree to pay all amounts due under this Lease and fulfill all your obligations under this Lease. The Consumer Leasing Act Disclosures are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in it unless you exercise your purchase option, if any. **In this Lease, "e" means an estimate.**

**I. CONSUMER LEASING ACT DISCLOSURES**

<b>Amount Due at Lease Signing or Delivery</b>  (Itemized below)*  \$ <u>                    </u>	<b>Periodic Payments</b> Your periodic payments are due <u>WEEKLY</u> Your first periodic payment of <u>                    </u> is due on <u>                    </u> followed by <u>188</u> periodic payments of \$ <u>                    </u> due <u>ON FRIDAY OF EACH WEEK</u> <input type="checkbox"/> If this box is checked, your periodic payments are due as follows: <u>N/A</u> <u>N/A</u>	<b>Other Charges</b> (not part of your periodic payment)  Disposition fee (if you do not purchase the Vehicle) \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> Total \$ <u>0.00</u>	<b>Total of Payments</b> (The amount you will have paid by the end of the Lease)  \$ <u>                    </u>
	The Total of your Periodic Payments is \$ <u>20820.24</u>		

**\*Itemization of Amount Due at Lease Signing or Delivery**

<b>Amount Due at Lease Signing or Delivery:</b> Capitalized cost reduction \$ <u>                    </u> First periodic payment \$ <u>0.00</u> Refundable security deposit \$ <u>                    </u> Title fees \$ <u>0.00</u> Registration fees \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> UPF SALES TAX \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> <u>N/A</u> \$ <u>0.00</u> Total \$ <u>                    </u>	<b>How the Amount Due at Lease Signing or Delivery will be paid:</b>  Net trade-in allowance \$ <u>0.00</u> Rebates and non cash credits \$ <u>0.00</u> Total amount of <u>N/A</u> paid in deferred payments \$ <u>0.00</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> \$ <u>N/A</u> due <u>N/A</u> Amount to be paid in cash \$ <u>                    </u> <u>N/A</u> \$ <u>0.00</u> Total \$ <u>                    </u>
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**Your Periodic Payment is determined as shown below:**

<b>Gross capitalized cost.</b> The agreed upon value of the Vehicle (\$ <u>15499.00</u> ) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ <u>                    </u>
<b>Capitalized cost reduction.</b> The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ <u>                    </u>
<b>Adjusted capitalized cost.</b> The amount used in calculating your base periodic payment.	= \$ <u>                    </u>
<b>Residual value.</b> The value of the Vehicle at the end of the Lease used in calculating your base periodic payment.	- \$ <u>                    </u>
<b>Depreciation and any amortized amounts.</b> The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	= \$ <u>                    </u>
<b>Rent charge.</b> The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>                    </u>
<b>Total of base periodic payments.</b> The depreciation and any amortized amounts plus the rent charge.	= \$ <u>                    </u>
<b>Lease payments.</b> The number of payments in your Lease.	+ \$ <u>                    </u>
<b>Base periodic payment.</b>	= \$ <u>                    </u>
<b>Periodic sales/use tax (e).</b>	+ \$ <u>                    </u>
<b>N/A</b>	+ \$ <u>                    </u>
<b>Total Periodic Payment.</b>	= \$ <u>                    </u>

**Early Termination.** You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

**Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of a rate of                      miles per year at the rate of                      per mile.

**Purchase Option at End of Lease Term.**  You have an option to purchase the Vehicle at the end of the Lease term for \$                      and a purchase option fee of \$ 0.00. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.  You do not have an option to purchase the Vehicle at the end of the Lease term.

**Other Important Terms.** See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.



TOWN FAIR TIRE CENTERS OF RHODE ISLAND LLC  
 1085 BALD HILL ROAD, WARWICK, RI. 02886 TEL (401) 822-7700

**REPRINT FACSIMILE-NOT AN INVOICE**

Ver 19-02a

INVOICE NO. 57909-548		
ACCOUNT #	P.O. #	PHONE # (401) 206-1545
E-MAIL NO		

MR. MRS. MS. LORI CAINE	CURRENT MILEAGE 120673	YEAR, MAKE, MODEL 11 BUICK T Enclave
ADDRESS PO BOX 344		
CITY STATE ZIP EXETER RI 02822		CALM2

SALE TYPE 01 -03	CLERK # 363M	G.P. #	DATE 04/22/2019	TIME
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QTY	SIZE	DESCRIPTION	IBM #	LIST	PRICE	AMOUNT
1	255/60R19S	MICHELIN LATITUDE TOUR B	15212	299.00	234.00	234.00
1	PRO RATED	ROAD HAZARD WARRANTY	30039	36.95	26.95	26.95
1	19	COMPUTER BALANCING	00155	23.95	20.95	20.95
1	PREMIUM	VALVE STEM	00121	6.95	5.95	5.95
1	LIFETIME	FREE FLAT REPAIR	01258	29.95	0.00	0.00
1	LIFETIME	FREE ROTATION	01235	29.95	0.00	0.00
1		DISMOUNT + MOUNT	00197	10.95	0.00	0.00
1		30 DAY TEST DRIVE	13000	0.00	0.00	0.00
1	AFTER SALE	GUARANTEED LOWEST PRICE	13002	0.00	0.00	0.00
1		NATIONWIDE WARRANTY	13001	0.00	0.00	0.00
1	LIFETIME	SNOW TIRE CHANGEOVER	00195	39.95	0.00	0.00

**SAFETY WARNING:** Due to the type of vehicle you drive and for your safety, we require you to come back to a Town Fair Tire store for two torque checks, one at 25 miles and one at 500 miles.

Customer's Initials: *CNH*

1	IBM#: WORKMANSHIP: ROAD HAZARD: MILEAGE W/O CARE: MILEAGE WITH CARE:	15212 YES 36 MO NONE NONE	TIRE REMOVAL SERVICE		2.75	2.75
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Explanation: TPMS 1 WORK TO RF TOSS OLD	SUB-TOTAL	242.70
TORQUE: 140 PSI--FR:35 RR:35	RISALES TAX	16.99
SIGNATURE	NON-TAXABLE	47.90
	<b>TOTAL</b>	<b>307.59</b>

Layaway Deposit  
Balance Due

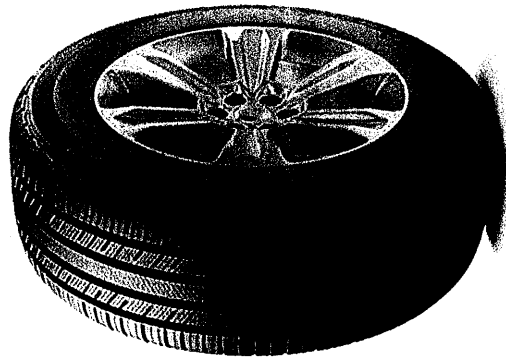
*[Signature]*

Attention Customer: We gave you the voluntary tire registration form. You must mail the form for the registration to be valid.

<b>SAFETY WARNING</b> After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles CUSTOMER INITIALS _____	<b>COMMENTS - COMPLIMENTS - COMPLAINTS</b> Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation - please call - it will be greatly appreciated.	Contact or Write <b>CUSTOMER SERVICE TOWN FAIR TIRE</b> 460 COE AVENUE EAST HAVEN, CT 06512 TELEPHONE (203)467-8600 X 213 OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR OR VISIT OUR WEBSITE @ www.townfair.com

# Michelin 255/50R19 Michelin Premier LTX Tires

[Write a review](#) Walmart # 564177966



1 of 4

**\$248.99**

Other costs

Only 2 left!

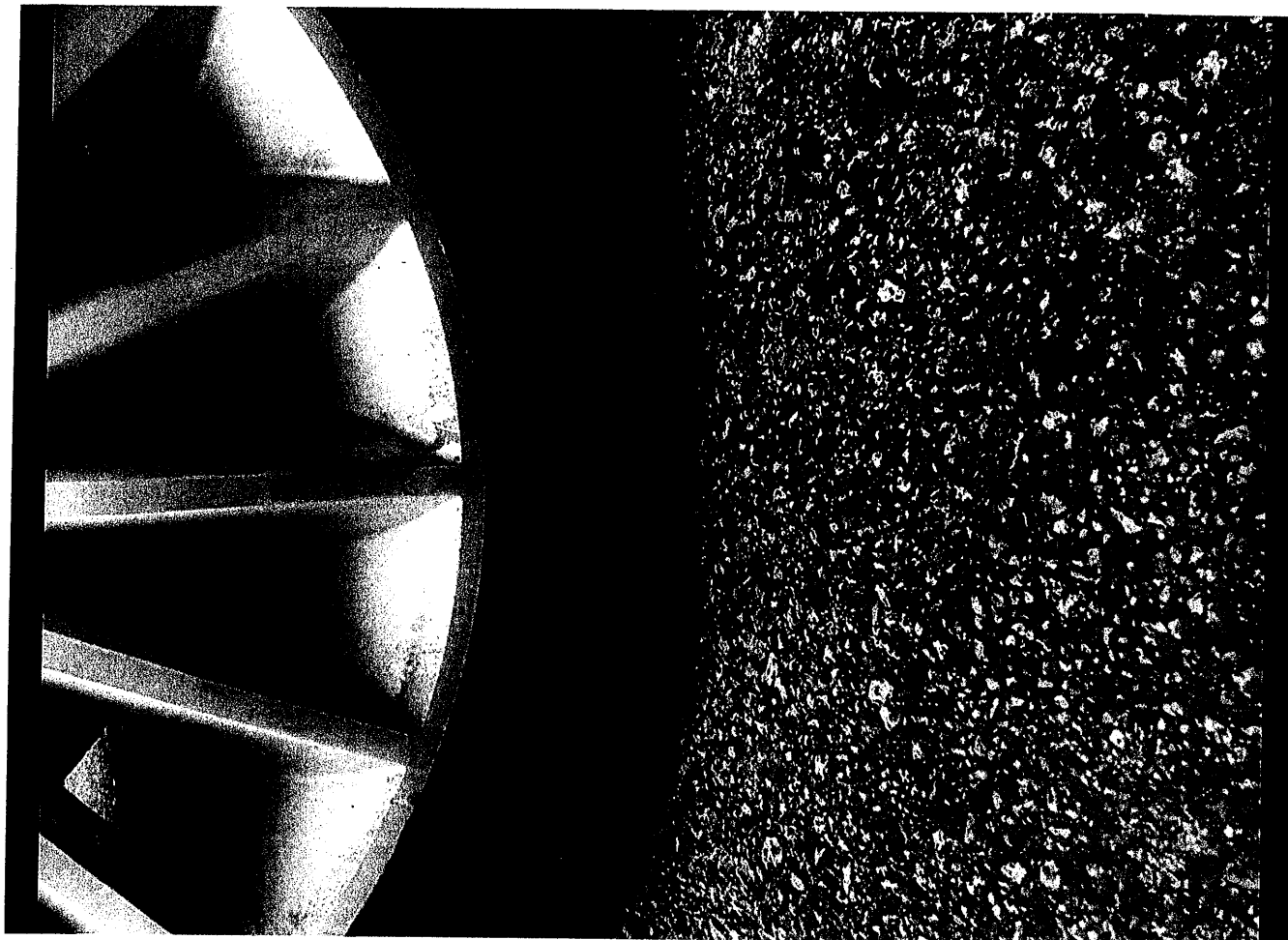
Qty:

4



Add to Cart

Feedback





# MICHELIN LATITUDE TOUR TR

Light Truck Sport ⓘ

### AVAILABILITY

- Call For Availability

**BEST ⓘ**

**\$239.99** EACH

4 ▾

PREVIEW QUOTE

### SIZE ⓘ

255/60R19

### WARRANTY ⓘ

65,000 Mile

1

# ABOUT MONRO, INC.

ABOUT US



