

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 305

Approved May 7, 1985

RESOLVED, That the City Collector is hereby authorized to cause the taxes to be abated on that property under the SWAP Program, located along 67-69 Waverly Street, situated on Lot 336, as set out and delineated on City Assessor's Plat 31, for the sum of One Thousand Four Hundred Fifty Dollars (\$1,450.00), in accordance with the application filed by Ann L. Lewis.

IN CITY COUNCIL  
MAY 2 1985  
READ AND PASSED

*Nicholas W. Easton* PRES.  
*Joseph Meneloune* CLERK



IN CITY COUNCIL  
APR 18 1985

FIRST READING  
REFERRED TO COMMITTEE ON FINANCE

*Premmendover* CLERK

THE COMMITTEE ON  
FINANCE

Approves Passage of  
The Within Resolution

*Rose M. Menchov*  
Chairman

April 23, 1985

Councilman Dillon (By Request)

(2)

ABANDONED BUILDING TAX ABATEMENTS: INITIAL APPLICATION FOR ABATEMENT

ACCOUNT # 26-222-960 <sup>old</sup> <sub>owner's</sub> <sub>number</sub> DATE OF APPLICATION 7/9/80

PLAT / LOT 31/330

ADDRESS OF BUILDING 67-69 Waverly St.

APPLICANT ANN L. Lewis

MAILING ADDRESS 67-69 Waverly St. ZIP CODE 02906

CONDITION OF BUILDING AT AT PURCHASE: (attach description) vacant, vandalized, not liveable, boarded up.

ABATEMENT REQUEST:

YEAR	REAL ESTATE TAXES	INTEREST AND COSTS	OTHER LIENS (name)	TOTAL
1977	\$217.83	\$33.17, \$15.00	\$250.75	\$266.17
1979	\$871.35	\$62.65	\$20.00	\$954.00

TOTAL ABATEMENT REQUESTED: \_\_\_\_\_

ABATEMENTS WILL BE CONSIDERED UNDER THIS ORDINANCE ONLY FOR BUILDINGS ABANDONED WHEN PURCHASED. " Abandoned Building" shall mean any structure which 1) has been completely vacant for over over 90 days. 2) has been boarded up, or has been scheduled to be boarded up by the Dept of Building Inspection or Division of Code Enforcement, as determined by Section 13-40 of the Housing Code, and Section 124.7 of the Building Code.

X Certification received that building was abandoned when purchased by applicant. (Building inspector or sponsering neighborhood organization.)

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

Ann L. Lewis  
APPLICANT'S SIGNITURE

APPLICATION FOR ABATEMENT OF BACK TAXES ACCEPTED ✓ REJECTED \_\_\_\_\_  
Reason Rejected:

Ronald Wynn  
CITY COLLECTOR

ABATEMENT OF BACK TAXES MUST BE GRANTED BY THE CITY COUNCIL. For abatement of back taxes, all necessary documentation must be received by the City Collector. Upon receipt, request for abatemnt will be presented to the City Council by the City Collector. All property where an application for abtement is pending and deemed as bonifide by the City Collector shall not be offered for tax sale. Title on all property which has been sold at a prior tax sale and on which an application for abatement is pending shall not be assigned or transfered by the City Treasurer. No current tax payment shall be applied for satisfaction of back taxes due and owing.

SEE ATTACHED SHEET FOR LIST OF DOCUMENTATION TO BE COLLECTED FOR ABATEMENT.

**FILED**

MAR 22 4 02 PM '85

DEPT. OF CITY CLERK  
PROVIDENCE, R. I.

(3)

ABANDONED BUILDING TAX ABATEMENTS: FINAL APPLICATION FOR ABATEMENT

ACCOUNT # 12-205-410 TODAY'S DATE 1-3-85

PLAT / LOT 31/336

ADDRESS OF BUILDING 67-69 Waverley St

APPLICANT Ann L Lewis

TOTAL ABATEMENT REQUESTED \$1450.00

CITY COLLECTOR: (at time of initial application) TORRO

DATE OF INITIAL APPLICATION FOR ABATEMENT: 7-9-80

ALL DOCUMENTATION MUST BE RECEIVED BY THE CITY COLLECTOR WITHIN THREE (3) YEARS OF DATE ON INITIAL APPLICATION FOR ABATEMENT.

DOCUMENTATION: (attach to back)

- 1..Sworn affidavit of occupancy by owner for at least one year. \_\_\_\_\_
2. Certification of the Building Inspector that permits have been applied for and complied with. \_\_\_\_\_
3. Certification from the Division of Minimum Housing that the property is in compliance with the Providence Minimum Housing Standards. \_\_\_\_\_
4. A certificate of clear title, but for municipal liens. \_\_\_\_\_

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

Ann L Lewis  
APPLICANT'S SIGNATURE

I HAVE RECEIVED ALL NECESSARY DOCUMENTATION FOR ABATEMENT OF BACK TAXES ON REHABILITATED PROPERTY, AND RECOMMEND TO THE CITY COUNCIL THAT THE REQUESTED ABATEMENT OF BACK TAXES FOR THIS PROPERTY BE APPROVED.

DATE \_\_\_\_\_

Ronald Davis  
CITY COLLECTOR

Presented at Council meeting: (date) \_\_\_\_\_  
Sponsoring Councilman \_\_\_\_\_

Abatement of Back Taxes Granted \_\_\_\_\_ Rejected \_\_\_\_\_  
Reason Rejected: \_\_\_\_\_

**FILED**  
MAR 22 4 02 PM '05  
DEPT. OF SOCIAL SERVICES  
PROVIDENCE, R.I.

MERLIN A. DeCONTI, JR., P.E.  
DIRECTOR



JOSEPH R. PAOLINO, JR.  
MAYOR

## DEPARTMENT OF INSPECTION AND STANDARDS

February 11, 1985

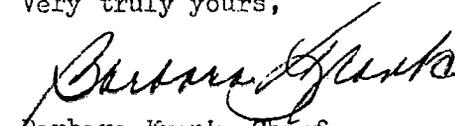
Ann Lewis  
69 Waverly Street  
Providence, Rhode Island 02907

Dear Ann Lewis:

An inspection was made of the premises located at 69 Waverly Street, Providence, Rhode Island, on June 16, 1982, by John Beatini, of the Division of Code Enforcement.

At the time of this inspection it was found that the interior and exterior of the above mentioned property were free of housing code violations.

Very truly yours,

  
Barbara Krank, Chief  
Code Enforcement Division

BK;jr

**FILED**

MAR 22 4 02 PM '85

DEPT. OF CLERK  
PROVIDENCE, R. I.

# CERTIFICATE OF USE AND OCCUPANCY

MUNICIPALITY \_\_\_\_\_

No. \_\_\_\_\_

THIS IS TO CERTIFY that the 2½ story wood frame  
SB construction, two family dwelling  
R-3 Use Group

erected on Plat No.: 31 Lot No.: 336

Addition: \_\_\_\_\_

Street and No.: 67-69 Waverly Street

Owner: Ann Lewis Use Zone: R-3

Architect or Engineer: \_\_\_\_\_

Contractor: owner

Building Permit No.: 101 Plan No.: 7/28/80

has been inspected and the following occupancy thereof is  
hereby authorized:

Occupancies: Max. Allowable floor live loads per sq. ft.	Occupancy Load
Basement: <u>Household Storage</u>	
1st Floor: <u>One (1) family</u>	
2nd Floor: <u>One (1) family</u>	
3rd Floor: _____	
4th Floor: _____	
5th Floor: _____	
6th Floor: _____	
7th Floor: _____	
8th Floor: _____	
9th Floor: _____	
10th Floor: _____	
Roof: _____	

This Certificate must be posted where required by the State Building Code, and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.

\_\_\_\_\_  
19 \_\_\_\_\_  
Building Official  
Expiration Date \_\_\_\_\_

**FILED**

MAR 22 4 02 PM '85

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

The Seller promises to convey said premises by a good and sufficient warranty deed of the Seller conveying a good and clear title to the same, free from all encumbrances, except as hereinbefore stated, and except that taxes shall be paid or assumed in the manner hereinafter provided.

The Seller further agrees to deliver to the Buyer, at the time of the delivery of the deed, as is full possession of the said premises in the same condition in which they now are, reasonable use and wear and damage by fire or other unavoidable casualty excepted, and free of all tenants.

The Seller further promises to keep the buildings on said premises insured, at his expense, until the delivery of the deed, insuring against loss by fire with "Uniform Standard New England Extended Coverage Endorsement No. 4," in the sum of no insurance dollars,

and, in case of any loss, to 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 his option, terminate this Contract and Agreement of Sale and the deposit paid to the Seller shall be refunded to the Buyer, unless the Seller shall have restored the premises to their former condition.

IN CONSIDERATION WHEREOF, the Buyer agrees to purchase the premises, paying to the Seller the sum of One dollar (\$1.00)----- dollars,

of which Zero dollars (\$0.0)----- dollars,

hereinafter called the binder, has been paid this day,

and the remainder, One dollar (\$1.00)----- dollars, is to be paid upon the delivery of said deed.

*Mortgage Terms If Any:*

This agreement is contingent upon the buyer receiving a renovation loan and/or grant sufficient to cover the cost of bringing the property up to minimum housing code standards within a reasonable amount of time. If the buyer is not able to secure such financing, this agreement shall be null and void.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. The deed is to be delivered and the consideration paid at the Registry of Deeds in which the deed should by law be recorded on July 15 1980 , at 4 o'clock P.M., unless full performance of said obligations shall have taken place prior to that time.
2. Personal checks without certification will not be accepted in payment of the purchase price, but, if for any reason the Seller shall refuse the tender of a certified check or the check of a bank, the Buyer shall be allowed a reasonable time in which to make a tender in cash.
- ~~3. Real Estate taxes assessed as of December 31, 19 are to be prorated on a yearly basis, the Seller paying pro rata for the period from the date of the assessment of valuations to the date of the delivery of the deed and the Buyer paying or assuming the balance of said taxes. All other taxes which are a lien upon the premises shall be paid by the Seller at the time of the delivery of the deed.~~
- ~~4. Rents, water charges and sewerage use charges shall be apportioned as of the date of the delivery of the deed.~~
5. If the Seller shall be unable to give title and to make conveyance as hereinbefore provided, all payments made by the Buyer under this agreement shall be refunded, and all obligations of either party hereto shall cease; provided, however, that the Buyer at his option may waive any defects and take such title as the Seller is able to convey, without warranty as to those defects and without reduction of the purchase price, and the acceptance of a deed and possession by the Buyer shall be deemed a full performance and discharge hereof.
6. Upon default by the Buyer, the Seller shall have the right to retain the binder, such right to be without prejudice to the right of the Seller to require specific performance or the payment of other or further damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.
7. This Agreement shall be binding upon and enure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

**FILED**  
MAR 22 4 02 PM '85  
DEPT. OF REG. CLERK  
PROVIDENCE, R.I.

8. Buyer is purchasing this property as is, subject to current minimum housing violations.
9. Buyer agrees to assume all City of Providence real estate taxes, water bills, board-up liens, and any other City of Providence liens attached to this property.
10. Seller hereby permits the buyer to enter the premises for the purpose of making inspections, rubbish removal, and to secure the property against arson and vandalism.
11. Sale is contingent upon Buyer being able to demolish back building through the City of Providence Building Inspector, and pay for this work over time through a lien attached to the property. Buyer will sign demolition release at time of closing.

12. Demolition release will be given to the City of Providence in the event that funds are not available to reconstruct back building. In no event will demolition take place before Sept 30, 1980.

IN CONSIDERATION OF THE ABOVE,

*A. L. Lewis* *FLB (for P. Campbell)*  
 ; wife - husband — of the

said hereby agrees to join in the deed to be made as aforesaid, and to release to the Buyer all right of dower — curtesy in the said premises.

It is understood that a broker's commission of \_\_\_\_\_ per cent of the full purchase price on said sale is to be paid to No Commission by the Seller.

We, the parties hereto, severally declare that this instrument contains the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein.

In Witness Whereof, to this instrument and to another of like tenor, we, the undersigned, have hereunto set our hands and seals

this *May 20, 1980* day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Executed in the presence of:

*Frank [unclear]*

*Ann L. Lewis*  
*Paul R. Campbell*

**Extension**

The time for the performance of the foregoing agreement is extended until \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Witness our hands and seals this \_\_\_\_\_

.....  
 .....

FILED

MAR 22 4 07 PM '85

DEPT. OF REG. CLERK  
PROVIDENCE, R.I.

I. Pasqualena Holgersen  
 \_\_\_\_\_  
 \_\_\_\_\_  
 of Sacramento, California  
 for consideration paid, grant to Stop Wasting Abandoned Property, Inc.  
 \_\_\_\_\_  
 of Providence, Rhode Island with QUIT-CLAIM COVENANTS  
 (Description, and Incumbrances, if any)

That certain lot or parcel of land with all buildings and improvements thereon situated on the northerly side of Waverly Street (formerly Cole Street) in the City of Providence, State of Rhode Island, designated as Lot No. 18 (eighteen) on that plat entitled: "PLAT OF HOUSE LOTS ON WEST WAVERLY STREET BELONGING TO W.S. BURGESS SURVEYED BY CUSHING & FARNUM 1853". Which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 8 page 22 and (copy) on Plat Card 218.

I am the devisee of this parcel land as devised to me under the will of Frank J. Ziccardi, which said will is probated in the City of Providence.

\_\_\_\_\_ husband of the grantor  
 \_\_\_\_\_ wife

release to said grantee all right of <sup>curtesy</sup> <sub>dower</sub> and all other interest in the aforescribed premises.

Witness my hand at this JULY 1st day of JULY 19 80

X Pasqualena Holgersen  
Pasqualena Holgersen

CALIFORNIA  
 State of Rhode Island, Etc.  
 COUNTY OF SACRAMENTO  
Providence

In SACRAMENTO on the 1st day of JULY, 19 80  
 before me personally appeared Pasqualena Holgersen

to me known and known by me to be the party \_\_\_\_\_ executing the foregoing instrument, and  
she acknowledged said instrument, by her executed, to be A free act and deed.

Elaine Beckwith  
 ELAINE BECKWITH  
 NOTARY PUBLIC  
 Sacramento County, California  
 My commission expires Oct. 25, 1981

**FILED**  
MAR 22 4 03 PM '85  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

Stop Wasting Abandoned Property, Inc, a Rhode Island Corporation.

of Providence, Rhode Island

for consideration paid, grant to ANN L. LEWIS

91 Waverly St., Providence, R. I.

of \_\_\_\_\_ with QUIT-CLAIM COVENANTS

(Description, and Incumbrances, if any)

That certain lot or parcel of land with all buildings and improvements thereon situated on the northerly side of Waverly Street (formerly Cole Street) in the City of Providence, State of Rhode Island, designated as Lot N. 18 (eighteen) on that plat entitled: "PLAT OF HOUSE LOTS ON WEST WAVERLY STREET BELONGING TO W.S. BURGESS SURVEYED BY CUSHING & FARNUM 1853". Which said plat is recorded in the Land Evidence Records of the City of Providence in Plat Book 8 page 22 and (copy) on Plat Card 218.

\_\_\_\_\_ husband  
\_\_\_\_\_ wife of the grantor

release to said grantee all right of curtesy and all other interest in the aforescribed premises.  
dower

Witness My hand this 8th day of July 1980

Stop Wasting Abandoned Property, Inc.  
By: Paul R. Campbell, Secretary  
PAUL R. CAMPBELL

State of Rhode Island, Etc. }  
COUNTY OF Providence

In Providence on the 8th day of July 1980  
before me personally appeared Paul R. Campbell, Secretary of Stop Wasting Abandoned Property, Inc.

to me known and known by me to be the parties executing the foregoing instrument, and he  
acknowledged said instrument, by him executed, to be his free act and deed.  
and the free act and deed of said corporation.

Andrew M. Cagen  
Notary Public

FILED

MAR 22 4 03 PM '85

DEPT. OF CLERK  
PROVIDENCE, R.I.

## This Agreement

ENTERED into by and between

SWAP, Inc., a Rhode Island based corporation

of

hereinafter referred to as the Seller, and

Ann LuVie Lewis

of Boston, Massachusetts

hereinafter referred to as the Buyer,

## Witnesseth

The Seller promises to sell and convey to the Buyer certain real estate situated at

67-69 Waverly Street, Providence, R. I.

in the State of

and described as follows:

That certain lot of land, with all buildings and improvements thereon, situated on Assessor's Plat 31, Lot 336.

Subject to plat restrictions of record and municipal regulations, if any.

Including all fixtures now on said premises annexed to the realty or built and fitted especially therefor and designed to be used and enjoyed in connection therewith, including but not limited to electric fixtures, oil burners, screens, screen doors, storm windows, venetian blinds, window shades and awnings, if any; but excluding, nevertheless, such of said fixtures, if any, as are lawfully removable by tenants of the Seller.

**FILED**  
MAR 22 4 03 PM '05  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

January 3, 1985

Re: Tax Abatement for  
67-69 Waverly Street

To the City Collector:

I Ann L. Lewis have occupied 69 Waverly St. since July 1980.  
This has been my principal place of residence.

Ann L. Lewis  
(signature)

Paul H. Hoodlum  
(signature of notary public)  
1-8-85

**FILED**

MAR 22 4 03 PM '85

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

RONALD L. TARRO  
CITY COLLECTOR



JOSEPH R. PAOLINO, JR.  
MAYOR

FINANCE DEPARTMENT  
CITY COLLECTOR

March 21, 1985

Mrs. Rose Mendonca  
City Clerk  
City Hall

Dear Mrs. Mendonca:

Please be advised that the following S.W.A.P. applicants have met the requirements and taxes may be abated as follows:

<u>APPLICANT</u>	<u>PLAT</u>	<u>LOT</u>	<u>ABATEMENT</u>
Steve & Dorothy Ola	5	186	\$3,331.75
Ann L. Lewis	31	336	1,450.00
Jose G. Harney	48	1042	1,927.63
Ruben & Gabriela Portes	87	248	1,364.83

Respectfully submitted,

Ronald L. Tarro  
City Collector

RLT/dl