

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 216

Approved March 9, 1979

FEB 1 1979

RESOLVED, that his Honor the Mayor is authorized with the recommendation of the Committee on City Property of the City Council to enter into a purchase and Lease Agreement with the John Hope Settlement House Inc., for the operation and maintenance of the John Hope Settlement House Group Home and South Providence Extension located at 1043-1047 Broad Street, Providence, Rhode Island, which will serve as a community center.

Said land and buildings being those certain lots of land with all the buildings and improvements thereon, situated on the southwesterly side of Broad Street, in the City and County of Providence, and State of Rhode Island, laid out and delineated as Lots Nos. 4 (four) and 5 (five) on that plat entitled, "PLAT OF LAND BELONGING TO EDWARD F. BARNES. BY FRANK E. WATERMAN, MARCH, 1899.", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence on Plat Card 753.

Said land and buildings are to be accepted from the John Hope Settlement House Inc., for use as a proposed site for a community development facility. Said acceptance of property will be purchased with funds from the Mayor's Office of Community Development in the amount of \$28,000.00.

IN CITY COUNCIL

READ AND PASSED  
MAR 1 1979

*Ralph Targrove* PRES.  
*Rose M. Mandore* CLERK

APPROVED

MAYOR

*James A. Cianci*  
MAR 9 1979

IN CITY COUNCIL  
FEB 1 1979  
FIRST READING  
REFERRED TO COMMITTEE ON CITY PROPERTY

*Rose M. Mendonca* CLERK

THE COMMITTEE ON  
CITY PROPERTY  
Approves Passage of  
The Within Resolution

*Rose M. Mendonca*  
Chairman  
*Clark*  
Feb. 20, 1979

APPROVED

MAYOR

MAR 8 1979

MAR 1 1979

*Councilman Griffin (By Request)*

# RESOLUTION OF THE CITY COUNCIL

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Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R. I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

January 22, 1979

Rose Mendonca, City Clerk  
City Hall  
Providence, Rhode Island

Dear Mrs. Mendonca:

Enclosed you will find a copy of the Resolution and the Lease Agreement to be entered into between the City of Providence and the John Hope Settlement Inc.

Also enclosed please find correspondence to Councilman Lloyd Griffin.

Your kind cooperation in this matter is greatly appreciated in that it may be placed on the docket.

Very truly yours,

Vito Russo  
  
Executive Director

VR/lg

Enclosures

**FILED**

**JAN 19 11 52 AM '79**

**DEPT. OF CITY CLERK  
PROVIDENCE, R.I.**

Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R.I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

August 1, 1978

Mr. Richard F. Moffit, Program Manager  
Community Planning and Management Division  
US Department of Housing and Urban Development  
Boston Area Office  
Bulfinch Building  
15 New Chardon Street  
Boston, Massachusetts 02114

Dear Mr. Moffit:

Mr. Vito Russo, my Executive Director, has requested that I contact you regarding the use of \$28,000 in Local Option Funds for the purpose of acquisition of a two family residential structure for use primarily as a group home for seven or less minority girls between the ages of 13-17. With the approval of the City Council this building would be leased back to the Board of Directors of the John Hope Settlement House.

In addition to the residential group care program, there will be a family counseling program, a summer employment therapy program, and the location of other John Hope program staff on a part-time basis. The building will, therefore, serve as the John Hope Group Home and South Providence Extension. The location is 1043-47 Broad Street bordering South Providence.

It is significant to note that no Community Development Block Grant Funds will be needed to support any of the public service programs expected to be operated from this facility. John Hope Settlement House as a non-profit United Way Agency receives over \$440,000 annual program funds from a variety of sources. Specially, over \$150,000 will be coming in directly to operate the programs. These resources and amounts are as follows:

1. Residential Group Care. This service will provide comprehensive residential treatment for children who have been neglected or abused to the point where they will need to be taken from the parents custody by the state. Their ages are 13-17. The operation of the program is funded by the Rhode Island Department of Social and Rehabilitative Services.

There is presently no group facility serving predominately minority children in the state. The Group Home will naturally be integrated as it should be but an effort will be made to encourage the placement of minority children in the home.  
Budget: \$96,000.00

2. Family Counseling. In our experience many inner-city residents do not receive professional counseling because there are no community based professional services offered and they often will not venture outside the neighborhood for such services. Part of the professional John Hope Family Counseling Program will be moved to the South Providence neighborhood to provide the residents with a community based professional therapy program.

Presently the program is designed to serve 300 persons including youths and their family members. Again a good number of youths come from South Providence but their families will not come in for counseling. There is no such service offered in the South Providence area. The program is funded through a grant from the Law Enforcement Assistance Administration and Providence Community Action Program.  
Budget: \$38,000.00

3. John Hope Summer Employment Therapy. This program will provide employment and recreational programs for (20) youths 14-19 years. It will operate solely out of the extension office. Youth will have a half day employment and a half day of recreational activities. The project does not duplicate any such program in the city, certainly not the area. It is funded through LEAA.  
Budget: \$10,000.00

In addition to the acquisition a small allocation (5,000-7,000) may be needed to bring the building up to code for the City of Providence. However, for the most part the structure is sound and available for immediate occupancy. This request is based on Section 570.202(a) 2 of the March 1, 1978 regulations.

If there are any questions please direct them to me at 351-4300 extension 148.

Sincerely,

Lawrence M. O'Connor, Director  
Division of Social Programs &  
Community Facilities

LMOC:pr

cc: Vito Russo  
Joseph Vilenio  
Stephen O'Rourke

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SATISFACTION OF CONDITIONAL APPROVAL  
SERVICES AND/OR FACILITIES

519  
DD 10/21

1. NAME OF APPLICANT CITY OF PROVIDENCE	2. APPLICATION/GRANT NO. B-78-MC-44-0003
3. APPLICANT ADDRESS (Include Street, City, County, State and Zip Code) City Hall Providence, Rhode Island 02903	4. DATE OF REQUEST October 4, 1978
	5. DATE OF FUNDING APPROVAL

6. HUD authorization is requested for utilization of the conditionally approved grant amounts for the services and facilities shown below, in accordance with the requirements of Item 17 of the Funding Approval.

(A) Public services determined necessary or appropriate for which other Federal assistance is not available:

Services	Amount	Grantee
✓ Jewish Community Center Barrier Removal	Local Option Finds (FY 1978)	
✓ John Hope Settlement Group House	" " " "	
✓ Silver Lake Center	Neighborhood Facilities (FY 1978) Previously commenced activity- see Request for Release of Funds August 9, 1978	

(B) Flood or drainage facilities for which other Federal assistance is not available:

Facilities	Amount	Grantee

7. IT IS HEREBY CERTIFIED, FOR EACH OF THE SERVICES AND/OR FACILITIES LISTED ABOVE, THAT PURSUANT TO THE PROVISIONS OF §570.607 OF THE HUD COMMUNITY BLOCK GRANT REGULATIONS, OTHER FEDERAL FUNDS HAVE BEEN SOUGHT AND ARE NOT AVAILABLE.

TYPE NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF APPLICANT Vincent A. Cianci, Jr., Mayor	Telephone Number		
	AREA CODE	NUMBER	EXT.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Vincent A. Cianci</i>	401	421-7740	

WARNING—Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to the foregoing certification. Title 18 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

8. HUD AUTHORIZATION The above request is hereby approved.

AMOUNT AUTHORIZED \$

TYPE NAME AND TITLE OF AUTHORIZING OFFICIAL Robert L. Paquin, Director Community Planning & Dev. Div.	SIGNATURE OF AUTHORIZING OFFICIAL <i>R. L. Paquin</i>	DATE 10.20.78
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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NOTICE OF REMOVAL OF GRANT CONDITIONS

6

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

TO: 1. (Name of Applicant) and to (Name and title of chief executive officer of Applicant) City of Providence, R.I. Vincent A. Cianci, Jr. Mayor	ADDRESS AND ZIP CODE OF APPLICANT City Hall Providence, Rhode Island
WITH COPY TO: 2. (Name of Grantee if other than Applicant)	ADDRESS AND ZIP CODE OF GRANTEE
Re: (Project, Title or Name) See below	LOCATION (City, County and State) Providence, Rhode Island

On October 10, 1978 this office received your Request for Release of  
(Date Request for Release of Funds and Certification received)  
Funds and Certification pertaining to the above project.

☒ No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after the receipt of such request and Certification has expired.

☐ All objections to the release of such funds and to the Certification which were received by HUD within a period of 15 days from and after the receipt of such request and Certification have been considered by HUD.

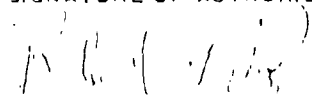
B-75-MC-44-0003

Any and all conditions in the Grant Agreement for Application/Grant No. B-78-MC-44-0003 authorized by HUD on 6/24/75-6/28/78, respecting said project and funding thereof, to the extent the same are based upon the pendency of environmental review and clearance, are hereby removed.

- ✓ Jewish Community Center Barrier Removal - Local Option Funds
- ✓ John Hope Settlement Group House - Local Option Funds
- Kilmartin Plaza Patio Cover

Previously commenced activities:

Clarence Street Playground  
Valley Street Playground  
Valley View totlot  
Manton Totlot  
York Pond  
Candace Street Playground

TYPE NAME AND TITLE OF AUTHORIZING OFFICIAL Robert L. Paquin, Director Community Planning and Development Division	SIGNATURE OF AUTHORIZING OFFICER 	DATE 10.20.78
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John F. Kennedy Federal Building  
Boston, Massachusetts 02203

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AREA OFFICE  
BULFINCH BUILDING, 15 NEW CHURCH STREET  
BOSTON, MASSACHUSETTS 02114

IN REPLY REFER TO:

1.1CM:RH

31 OCT 1978

Mr. Vito Russo  
Executive Director  
Office of Community Development  
44 Washington Street  
Providence, Rhode Island 02903

Dear Mr. Russo:

Subject: Eligibility Reviews  
Community Development Block Grant Program

This is to respond to recent requests for determinations of eligibility submitted by Providence. Public services proposed by the City have been reviewed for compliance with Federal Register prerequisites. Our review notes that three public services are proposed in the Elmwood neighborhood, which has been designated an NSA area (Neighborhood Strategy Area). Also, the activities are new activities found to be necessary and appropriate to support physical development in the area.

The following activities qualify as eligible for Community Development Block Grant assistance:

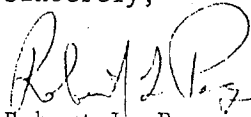
- The acquisition of residential property to be operated as a group home for minority girls between the ages of 13 to 17 years, is eligible under the provisions of CFR 570.201 (a)(5). The property is to be acquired by the City and leased to the John Hope Settlement House.
- The removal of architectural barriers to the physically handicapped at the Jewish Community Center is eligible under Part 570.201(k).
- The purchase of a van to serve senior citizens is eligible under the public services provisions of 570.201(e).
- Elmwood Educational and Youth Development Program will provide tutorial programs, school drop-out counseling, and recreation programs for youth. It is eligible under the public services provisions of 570.201(e).
- The Elmwood Intake/Outreach/Counseling/Information/Referral Program will identify and coordinate the human service needs of residents in Elmwood with appropriate agency and programs that can help. In the Elmwood neighborhood,

2.

17 percent of the residents are receiving Aid to Families with Dependent Children (AFDC). The referral program is eligible under 570.201(e) of the Federal Register.

- Elmwood Senior Citizens Program will provide recreation, Visiting Nurse programs, consumer education, meals, and transportation services to the elderly. This activity is eligible under Part 570.201(e).

Sincerely,



Robert L. Paquin, Director  
Community Planning and Development  
Division

STANLEY BERNSTEIN  
DIRECTOR



VINCENT A. CIANCI, JR.  
MAYOR

DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT

40 FOUNTAIN ST. PROVIDENCE, R. I. 02903 TEL. 401-831-6550

December 6, 1978

Lawrence M. O'Connor, Director  
Division of Social Programs  
Mayor's Office of Community Development  
44 Washington Street  
Providence, R. I.

Re: John Hope Settlement House  
Review of Appraisals

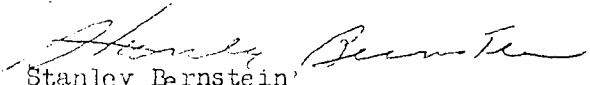
Dear Mr. O'Connor:

In response to your request of November 27, 1978 for a review of the acquisition appraisals of Peter A. Laudati, Jr. in the amount of \$29,000, and that of Richard W. Jalbert in the amount of \$28,000, be advised that this department's Supervisor of Real Estate, William G. Floriani, has thoroughly reviewed both appraisals and recommends a property settlement value of \$28,000 (\$13,900 for land and \$14,100 for the improvements).

The recommended property settlement value is based upon a fee simple title conveyance free and clear of all incumbrances.

It is specifically noted that any acquisition and relocation activity by MOCD relative to the aforesaid property is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Sincerely yours,

  
Stanley Bernstein  
Director

SB/gl

cc: William Floriani  
James Murphy  
John Ryan

LAW OFFICES

MANNING, WEST, SANTANIELLO &amp; PARI

EDWARD P. MANNING  
ALBERT B. WEST  
V. JAMES SANTANIELLO  
JOSEPH T. PARI  
THOMAS J. CURRAN

711 INDUSTRIAL BANK BUILDING  
PROVIDENCE, RHODE ISLAND 02903  
(401) 861-9040

January 11, 1979

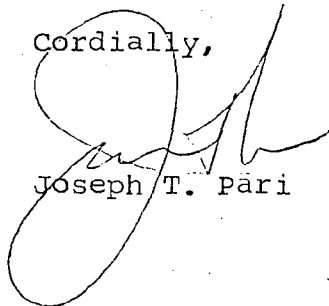
Lawrence M. O'Connor, Director -  
Division of Social Programs  
& Community Facilities  
Mayor's Office of Community Development  
44 Washington Street  
Providence, Rhode Island 02903

Re: John Hope Settlement House  
1043-1047 Broad Street  
Providence, Rhode Island

Dear Mr. O'Connor:

It appears that the above captioned property is now ready for sale to the City of Providence. The liens reported in our title report have been cleared so that a closing may be set up at your convenience.

Cordially,

  
Joseph T. PARI

JTP:bam

Community Development  
Lamy & Connor

**City of Providence  
Rhode Island**



**Docket for Meeting  
of the  
City Council**

on

**THURSDAY, FEBRUARY 1, 1979**

**Council President Ralph Fagnoli  
Presiding**

COUNCILMAN GRIFFIN (By Request):

24. Resolution Requesting a Lease Agreement be Entered Into Between the City of Providence and John Hope Settlement House, Inc.
- .....

COUNCILMAN JOHNSON:

25. Resolution Requesting All Financial Institutions Inform Their Depositors that Interest Rates of More than 4% are Available.
- .....

COUNCILMAN JOHNSON and COUNCILMAN EASTON:

26. Resolution Extending the Best Wishes of the City Council to Retired Firefighter John Donilon for a Complete and Speedy Recovery from His Recent Serious Illness.
- .....

COUNCILMAN MANSOLILLO, COUNCILMAN PETROSINELLI, COUNCILMAN SALVATORE, COUNCILMAN GRIFFIN and COUNCILMAN ALMAGNO:

27. Resolution Extending Congratulations to Anthony J. Bucci Upon His Election to the Office of Chairman of the Democratic City Committee.
- .....

COUNCILMAN MOISE:

28. Resolution Requesting the Traffic Engineer and the Committee on Naming of Buildings, Expressways, Bridges,

# RESOLUTION OF THE CITY COUNCIL

*No.*

*Approved.*

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Vincent A. Cianci, Jr.  
Mayor of Providence  
44 Washington Street  
Providence, R. I. 02903  
Phone: (401) 351-4300

MAYOR'S  
OFFICE OF  
COMMUNITY  
DEVELOPMENT

MEMORANDUM

TO : BUDDY JOHNSON, CHAIRMAN-CITY PROPERTIES COMMITTEE

FROM : LAWRENCE M.O'CONNOR, DIRECTOR-DIVISION OF SOCIAL PROGRAMS  
AND COMMUNITY FACILITIES

RE : JOHN HOPE SETTLEMENT HOUSE GROUP HOME AND SOUTH PROVIDENCE EXTENSION

DATE : FEBRUARY 20, 1979

*Lmo'Connor*

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IT IS THE REQUEST OF THE MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT THAT THE CITY PROPERTIES COMMITTEE RECOMMEND TO THE FULL CITY COUNCIL THE PASSAGE OF A RESOLUTION TO ACQUIRE, RENOVATE AND LEASE-BACK TO THE JOHN HOPE SETTLEMENT HOUSE THE PROPERTY LOCATED AT 1043-1047 BROAD STREET FOR THE PURPOSE OF ESTABLISHING A GROUP HOME AND SOUTH PROVIDENCE EXTENSION. THIS WAS PLACED ON THE AGENDA OF THE FEBRUARY 1, 1979 CITY COUNCIL MEETING BY COUNCILMAN GRIFFIN ( BY REQUEST OF M.O.C.D.)

ATTACHED PLEASE FIND A CHRONOLOGICAL LISTING OF SIGNIFICANT DOCUMENTS WHICH RELATE TO THIS PROPOSED PROJECT. THESE ARE AS FOLLOWS.

1. 8-178 LETTER TO H.U.D. REQUESTING ELIGIBILITY FOR THIS PROJECT.
2. H.U.D. FORMS RELEASING FUNDS AND APPROVING PROJECT.
3. 12-6-78 LETTER FROM P.U.D. ( REVIEW APPRAISAL)

PAGE 2

4. 1-11-79 LETTER FROM TITLE ATTORNEY  
( REPORTING CLEAR TITLE )
5. 2-1-79 CITY COUNCIL DOCKET AND COMPLETE RESOLUTION.

MR. THOMAS WHITTEN, EXECUTIVE DIRECTOR OF JOHN HOPE SETTLEMENT HOUSE AND I  
WILL BE ATTENDING TONIGHT'S MEETING TO ANSWER ANY QUESTIONS.

# LEASE AGREEMENT

THIS INDENTURE OF LEASE dated this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 197\_\_\_\_, by and between City of Providence, a Rhode  
Island municipal corporation (hereinafter referred to as "Landlord")  
and John Hope Settlement House Inc., a Rhode Island non-business  
corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H

In consideration of Ten Dollars and other good and valuable consideration, each to the other in hand paid, the receipt whereof is hereby acknowledged, and the mutual covenants herein contained, Landlord and Tenant hereby agree with each other as follows:

# ARTICLE I

## PREMISES

Section 1.01. Landlord hereby demises and leases to Tenant and Tenant hereby takes and hires from Landlord all that certain tract, piece, or parcel of land with all buildings and improvements thereon as is described and set forth in Exhibit A annexed hereto and made a part hereof, as if set forth at length herein, together with any and all right, title and interest of Landlord in and to any rights hereunto appertaining and any land lying in the bed of any street, road, or highway, opened or proposed, to the center line thereof, in front of or adjoining said tract, piece or parcel of land, and further together with all gores and strips adjacent or contiguous to said tract, piece or parcel of land or any portion thereof (all of the foregoing hereinafter sometimes referred to as either the "Demised Premises" or the "Premises").

## ARTICLE II

TERM

Section 2.01. TO HAVE AND TO HOLD the Premises unto the  
Tenant for and during a term of (5) five years commencing on  
and ending on  
the Tenant yielding and paying the rents provided in Article III.

Upon the expiration of said lease the tenant shall have the option to renew for an additional five year period contingent upon satisfactory compliance of all terms and conditions. Upon request of either party, the Landlord and Tenant shall execute in recordable form an instrument setting forth the commencement and expiration dates of the term of this lease in accordance with the foregoing, and also setting forth the options and other provisions hereof, affecting the title to the Premises. The word "Term" shall apply to such initial term and any extended term as the context may require.

### ARTICLE III

#### RENT

Section 3.01. Tenant covenants and agrees to pay Landlord, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the address specified in or furnished pursuant to Section 19.01 hereof, from the Commencement Date up to and including the end of the term hereof a net rental of \$1.00 per annum. Such net rental (hereinafter called "the Net Rent") shall be in addition to, and over and above all the payments to be made by Tenant as hereinafter provided, and such Net Rent shall be paid in annual installments in advance on the anniversary date of the commencement hereof.

Section 3.02. It is the purpose and intent of Landlord and Tenant that the Net Rent shall be absolutely net to Landlord, so that this lease shall yield, net, to Landlord, the Net Rent specified in Section 3.01 hereof in each year during the initial term of this lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise or become due during or out of the initial term or any extended term of this lease shall be paid by Tenant, and that Landlord shall be indemnified and saved harmless by Tenant from and against the same.

Section 3.03. The Net Rent shall be paid to Landlord without notice or demand and without abatement, deduction or set-off.

Section 3.04. Tenant will also pay without notice, except as may be required in this lease, and without abatement, deduction or set-off, as additional rent, all sums, Impositions, costs, expenses and other payments which Tenant in any of the provisions of this lease assumes or agrees to pay, and, in the event of any nonpayment thereof, Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law in the case of nonpayment of the Net Rent.

#### ARTICLE IV

##### INSURANCE

Section 4.01. Tenant, at its sole cost and expense, shall keep the Building insured for the mutual benefit of Landlord, any Fee Mortgagee, and Tenant, during the term of this lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "Extended Coverage," so-called, and against such other risks as Landlord from time to time reasonably may designate, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than 80% of the then "full replacement cost," "full replacement cost" being the cost of replacing the Building, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, less physical depreciation of the Building. Such full replacement cost shall be determined upon expiration of said lease agreement at the request of Landlord by an appraiser, engineer, architect or contractor designated by Tenant and approved in writing by Landlord (such approval not to be unreasonably withheld) and paid by Tenant. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article IV.

Section 4.02. Tenant, at its sole cost and expense, but for the mutual benefit of Landlord and Tenant, shall maintain:

- (a) personal injury and property damage liability insurance against claims for bodily injury, death or property damage, occurring thereon, in or about the Demised Premises or the elevators or any escalator therein, and on, in or about the

adjoining streets, property and passageways, such insurance to afford minimum protection, during the term of this lease, of not less than \$100,000 in respect of bodily injury or death to any one person, and of not less than \$300,000 in respect of any one accident, and of not less than \$50,000 for property damage;

(b) boiler insurance, provided the Building contains a boiler, and, if requested by Landlord, plate glass insurance;

(c) war risk insurance upon the Building as and when such insurance is obtainable from the United States of America, or any agency or instrumentality thereof, in an amount equal to the lesser of "full replacement cost" thereof or in the maximum amount of insurance obtainable.

(d) workmen's compensation insurance covering Tenant's employees, if required by law; and

(e) such other insurance, and in such amounts as may from time to time be reasonably required by Landlord, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being, or to be, given to the height and type of building, its construction, use and occupancy.

Section 4.03. Tenant may effect for its own account any insurance not required under the provisions of this lease, but any insurance effected by Tenant on the Building, whether or not required under this Article IV, shall be for the mutual benefit of Landlord and Tenant and shall be subject to all other provisions of this Article IV and of Article VI hereof.

Section 4.04. All insurance provided for in this Article IV shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Rhode Island, are well rated by national rating organizations, and have been approved in writing by Landlord such approval not to be unreasonably withheld. Upon the execution of this lease, and thereafter not less than fifteen days prior to

the expiration dates of the expiring policies theretofore furnished pursuant to this Article IV, or any other Article of this lease, originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

Section 4.05. All policies of insurance provided for in Section 4.01 and 4.02 hereof shall name Landlord and Tenant as the insureds as their respective interests may appear. Each such policy shall contain a provision, that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay to Landlord the amount of any loss sustained, and to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled without at least fifteen days' prior written notice to Landlord to whom a loss thereunder may be payable and that the insurer will not be subrogated to any claim the Tenant might otherwise have against the Landlord arising out of such loss.

Section 4.06. If at any time during the term of this lease, Landlord shall request that the amount of liability insurance provided by Tenant, as required by the provisions in Section 4.02 and in paragraph (h) of Section 6.01 hereof, be increased on the ground that such coverage is inadequate properly to protect the interest of Landlord, or if Landlord shall require other insurance pursuant to the provisions of paragraph (e) of Section 4.02, and Tenant shall refuse to comply with any such request or requirement, the dispute shall be submitted to arbitration as provided in Article XXIX hereof. Tenant shall thereafter carry the amount, and such kind, of insurance as determined by such arbitration to be adequate and required, but in no event shall the amount of public liability insurance be less than the amounts specified in Section 4.02 and in paragraph (h) of Section 6.01 hereof.

#### ARTICLE V

##### REPAIRS AND MAINTENANCE OF THE PROPERTY

Section 5.01. Throughout the term of this lease, Tenant, at its sole cost and expense, will take good care of the Demised Premises and the sidewalks, curbs and vaults adjoining the Demised

Premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Article V, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by Tenant shall be equal in quality and class to the original work. Tenant will do or cause others to do all necessary shoring of foundations and walls of the Building and every other act or thing for the safety and preservation thereof which may be necessary be reason of any excavation or other building operation upon any adjoining property or street, alley or passageway.

Section 5.02. The necessity for and adequacy of repairs to the Building pursuant to Section 5.01 hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or injury to the Building.

Section 5.03. Tenant shall put, keep and maintain all portions of the Demised Premises and the sidewalks, curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

Section 5.04. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises.

Section 5.05. In case any dispute shall arise at any time between Landlord and Tenant as to the standard of care and maintenance of the Demised Premises, such dispute shall be determined by arbitration as provided in Article XXIX hereof.

#### ARTICLE VI

##### CHANGES, ALTERATIONS AND NEW CONSTRUCTION BY TENANT

Section 6.01. Tenant shall have the right at any time and from time to time during the term of this lease to make, at its

sole cost and expense, changes and alterations in or of the Building, subject, however, in all cases to the following:

(a) No change or alteration involving an estimated cost of more than \$5,000 shall be undertaken except after thirty days' prior written notice to Landlord.

(b) No change or alteration, involving an estimated cost of more than \$10,000, including any restoration required by Article XII hereof, shall be made without the prior written consent of Landlord, such consent not to be withheld if the change or alteration would not in the reasonable opinion of Landlord impair the value or usefulness of the Building or any part thereof.

(c) No change or alteration shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations having jurisdiction. Landlord shall join in the application for such permits or authorizations whenever such action is necessary.

(d) Any structural change or alteration involving an estimated cost of more than \$25,000 shall be conducted under the supervision of an architect and/or engineer selected by Tenant and approved in writing by Landlord (such approval not to be unreasonably withheld), and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by Landlord (such approval not to be unreasonably withheld).

(e) Any change or alteration shall, when completed, be of such a character as not to reduce the value of the Demised Premises below its value immediately before such change or alteration.

(f) Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike

manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing.

(g) The cost of any such change or alteration shall be paid in cash or its equivalent, so that the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises.

(h) Any contractor or subcontractor shall govern workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Demised Premises, and general liability insurance for the mutual benefit of Tenant and Landlord with limits of not less than \$100,000 in the event of bodily injury to one person and not less than \$300,000 in the event of bodily injury to any number of persons in any one accident, and with limits of not less than \$50,000 for property damage, shall be maintained by Tenant at Tenant's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies of recognized responsibility, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered to Landlord.

(i) If the estimated cost of any such change or alteration shall be in excess of \$50,000, Tenant, before commencement of work, at Tenant's sole cost and expense, shall furnish to Landlord a surety company performance bond, issued by a surety

company acceptable to Landlord, or other security reasonably satisfactory to Landlord, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale, and other security interests or charges, and in accordance with the plans and specifications approved by Landlord. No performance bond or other security shall be required except to the extent that such estimated cost exceeds the amounts deposited pursuant to Section 12.02 of this lease.

(j) No change or alteration shall, when completed, tie in or connect the Demised Premises with any other building on adjoining property.

#### ARTICLE VII

##### REQUIREMENTS OF PUBLIC AUTHORITY

Section 7.01. During the term of this lease, Tenant shall, at Tenant's own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and all governmental authorities or any National or Local Board of Fire Insurance Underwriters affecting the Demised Premises or appurtenances thereto or any part thereof, whether the same are enforced at the commencement at the term of this lease or may in the future be passed, enacted, or directed. The Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Article VII.

Section 7.02. Tenant shall have the right to contest, by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant, or the Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the name referred to in Section 7.01 and, by the

terms of such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance until the final determination of such proceeding; provided, however, that such compliance shall not be delayed beyond the initial term hereof unless the Tenant shall exercise its option to extend, and in no event beyond the date of the termination of any such extension term.

Section 7.03. Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant to so contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest, provided, however, that such cooperation will be at Tenant's sole expense and at no expense to Landlord.

#### ARTICLE VIII

##### COVENANT AGAINST LIENS

Section 8.01. If because of any act or omission of Tenant, any mechanic's lien or any other lien, charge or order for the payment of money shall be filed against Landlord, or any portion of the Demised Premises, Tenant shall at Tenant's own cost and expense, cause the same to be discharged of record by bonding or otherwise within thirty-one days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Tenant shall promptly notify Landlord of any such lien, charge or order of which it may have knowledge.

#### ARTICLE IX

##### ACCESS TO PREMISES

Section 9.01. Landlord, or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the latter case only during the last six months of the term of this lease. Landlord shall be permitted to affix a "To

Let" or "For Sale" sign on the Demised Premises during the last 120 days of the term of this lease, in such place and form as shall not interfere with the business then being conducted at the Demised Premises.

#### ARTICLE X

##### SURRENDER

Section 10.01. Tenant shall, at the expiration or sooner termination of this lease, or any renewal thereof, peaceably yield up and surrender the Demised Premises, all buildings, structures and improvements thereon, with the appurtenances and fixtures, whether placed thereon by Landlord or Tenant, in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty alone excepted.

#### ARTICLE XI

##### WAIVERS

Section 11.01. Tenant covenants with the Landlord that the failure of the Landlord to insist in any one or more instances upon strict and literal performance of any of the covenants, terms or conditions of this lease or to exercise any option of the Landlord herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, term, condition or option, but the same shall continue and remain in full force and effect. The receipt of rent by the Landlord with knowledge of the breach or any covenant, term or condition hereof shall not be deemed to be a waiver of such breach.

#### ARTICLE XII

##### DAMAGE OR DESTRUCTION

Section 12.01. In case of casualty to the Demised Premises resulting in damage or destruction exceeding \$5,000 in the aggregate, Tenant shall promptly give written notice thereof to Landlord. Regardless of the amount of any such damage or destruction, tenant, at its sole cost and expense, but only to the extent that insurance proceeds shall be sufficient for the purpose, shall restore, repair

or replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, or with such changes or alterations as may be made at tenant's election in conformity with and subject to the conditions of Article VII hereof. Such restoration, repairs, replacements, rebuilding or alteration shall be commenced promptly and prosecuted with all reasonable diligence, unavoidable delays excepted.

Section 12.02. All insurance money paid to the Landlord on account of such damage or destruction less the actual cost, fees, and expenses if any, incurred in connection with the adjustment of the loss, or any of the amounts deposited with the Landlord for demolition or reconstruction pursuant to the provisions of Section 6.01 of this lease shall be applied by the Landlord to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations including the cost of temporary repairs, or for the protection of the property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the "Restoration") and shall be paid out from time to time as such restoration progresses, upon the written request of Tenant, which request shall be accompanied by such certificates as shall be deemed reasonably necessary by Landlord to demonstrate that the sum represents amounts justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons who have rendered services or furnished materials for the restoration, and that except as aforesaid there is no outstanding indebtedness known with respect to the restorations who have rendered services or furnished materials for the restoration, and that except as aforesaid there is no outstanding indebtedness known with respect to the restorations.

Section 12.03. Notwithstanding any of the provisions of this lease, if the Demised Premises shall be rendered uninhabitable for Tenant's purposes for a period of six months or more, as certified by Tenant's architect to Landlord, Tenant shall have the right to terminate this lease upon 30 days' written notice to Landlord, and thereafter shall have no further liability to Landlord and this lease shall determine.

Section 12.04. If within five years prior to the expiration of the term of this lease the building upon the Demised Premises shall be damaged or destroyed by fire, and the estimated cost of restoration exceeds \$25,000, Tenant shall have the option of restoring, repairing, replacing, rebuilding or altering the building as provided in this lease or terminating this lease upon 30 days' written notice to Landlord.

#### ARTICLE XIII

##### USE, SUB-LEASES AND TRANSFER

##### OF TENANT'S INTEREST

Section 13.01. During the term of this lease Tenant shall use the Demised Premises for the maintenance and operation of a neighborhood settlement house and for no other use or purpose.

Section 13.02. During the term of this lease without the prior written consent of Landlord first had and received, neither this lease nor the interest of Tenant in this lease or in any sub-lease or in any rentals under any sub-lease shall be sold, assigned, transferred or otherwise disposed of whether by operation of law or otherwise, nor shall the Demised Premises or any portion thereof be sublet with prior written approval of the city which shall not be unreasonably withheld.

#### ARTICLE XIV

##### CONDITIONAL LIMITATIONS OF DEFAULT

Section 14.01. If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

- (a) if default shall be made in the due and punctual payment of any Net Rent or additional rent payable under this lease or any part thereof, when and as the same shall become due and payable, and such period of default shall continue for

a period of 30 days;

(b) default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or provisions contained in this lease other than those referred to in the foregoing sub-paragraph (a), and such default shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, except with respect in connection with a default not susceptible to being cured with due diligence within 30 days, and as to which the time for the Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences promptly and proceeds diligently to cure the same, and further, provided that such periods of time shall not so extended so as to subject Landlord to any criminal liability, or

(c) if any action shall be brought to force the dissolution or liquidation of the Tenant, and such action shall not be dismissed within 30 days, then in any such event if Landlord shall make written notice to Tenant specifying such event of default or events of default, and stating that this lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least 30 days after the giving of such notice, and upon the date specified in such notice this lease and the term hereby demised and all rights of Tenant under this lease shall expire and terminate and neither Tenant nor Landlord shall have any further liability to the other.

Section 14.02. Upon such expiration or termination of this lease Tenant shall quit and peaceably surrender the Demised Premises to Landlord and Landlord upon or any time after such expiration or termination may enter upon re-enter the Demised Premises and possess and repossess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, and may have, hold and enjoy the Demised Premises and the right to receive all rental income of and from the same.

ARTICLE XV

INDEMNIFICATION

Section 15.01. Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to personal property sustained by anyone in or about the Demised Premises resulting from any act or acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, or sub-lessees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or upon which Landlord may be impleaded without cost to Landlord upon such above-mentioned matter, claim or claims.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01. Tenant, upon paying the Net Rent and other sums and charges to be paid by Tenant as herein provided, and by observing and keeping all covenants, warranties, or agreements and conditions of this lease on its part to be kept and observed shall quietly have and enjoy the Demised Premises during the term of this lease without lawful hindrance or molestation by anyone claiming by, through or under the Landlord, except as in this Lease provided.

ARTICLE XVII

BROKER

Section 17.01. The parties agree that no broker or other person has procured this lease or is entitled to a fee or commission for the consummation of this lease. Landlord and Tenant mutually agree to hold each other harmless from any and all claims for brokerage commissions with regard to this lease and also from any loss or damage that may be suffered by either of them, resulting from any brokerage claim, including reasonable counsel fees, in defending such action.

ARTICLE XVIII

DISCRIMINATION

Section 18.01. Tenant agrees that it will not discriminate on the basis of race, color, creed or national origin in the use or occupancy of the demised premises or of the conduct of any of its programs therefrom.

ARTICLE XIX

NOTICES

Section 19.01. No notice, approval, consent or other communication authorized or required by this lease shall be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, to the other party at the following addresses:

If to Landlord:                   City of Providence  
                                      City Hall  
                                      Providence, Rhode Island

If to Tenant:                   John Hope Settlement House Inc.  
                                      1043-1047 Broad Street  
                                      Providence, Rhode Island

The rent payable by Tenant hereunder shall be paid to Landlord at the same single place where notice to Landlord is herein required to be directed.

ARTICLE XX

CERTIFICATES

Section 20.01. Either party shall, without charge, at any time and from time to time hereinafter, within fifteen days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgage or proposed purchaser, or any other person, firm or corporation specified in such request:

(a) as to whether this lease has been supplemented by or amended, and if sum the substance and manner of such supplement or amendment;

(b) as to the validity and force and effect of this lease, in accordance with its terms as then constituted;

(c) as to the existence of any default;

(d) as to the existence of any offsets, counter-claims, or defences thereto on the party of such other party;

(e) as to the commencement and expiration date of the term of this lease;

(f) as to any other matters as may be reasonably so requested.

Any such certificated may be relied upon the party requesting it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding upon the party executing the same.

#### ARTICLE XXI

##### REPRESENTATIONS

Section 21.01. At the commence of the term of this lease, Tenant shall accept the building and improvements on the Demised Premises in their then existing condition and state of repair, and hereby agrees that no representations, statements or warranties in respect there of or in respect of their condition of the use or occupation that may be made thereof and that Landlord shall in no event be liable for any latent, patent or other defects in the Demised Premises or in the building improvments thereon or the appurtenances thereto.

#### ARTICLE XXII

##### GOVERNING LAW

Section 22.01. This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Rhode Island.

#### ARTICLE XXIII

##### PARTIAL INVALIDITY

Section 23.01. If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this lease, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE XXIV

SHORT FORM LEASE

Section 24.01. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth the description of the Demised Premises, the term of this lease and other portions thereof, excepting the rental provisions, as either party may request.

ARTICLE XXV

INTERPRETATION

Section 25.01. Whenever herein the single number is used, the same shall include plural, and the masculine gender shall include the feminine and the neuter genders, and vice versa, as the context shall require. This lease may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute and the same instrument.

ARTICLE XXVI

ENTIRE AGREEMENT

Section 26.01. No oral statement or prior written matter shall have any force or effect. Each party agrees that it is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified or cancelled except by writing subscribed to by all the parties.

ARTICLE XXVII

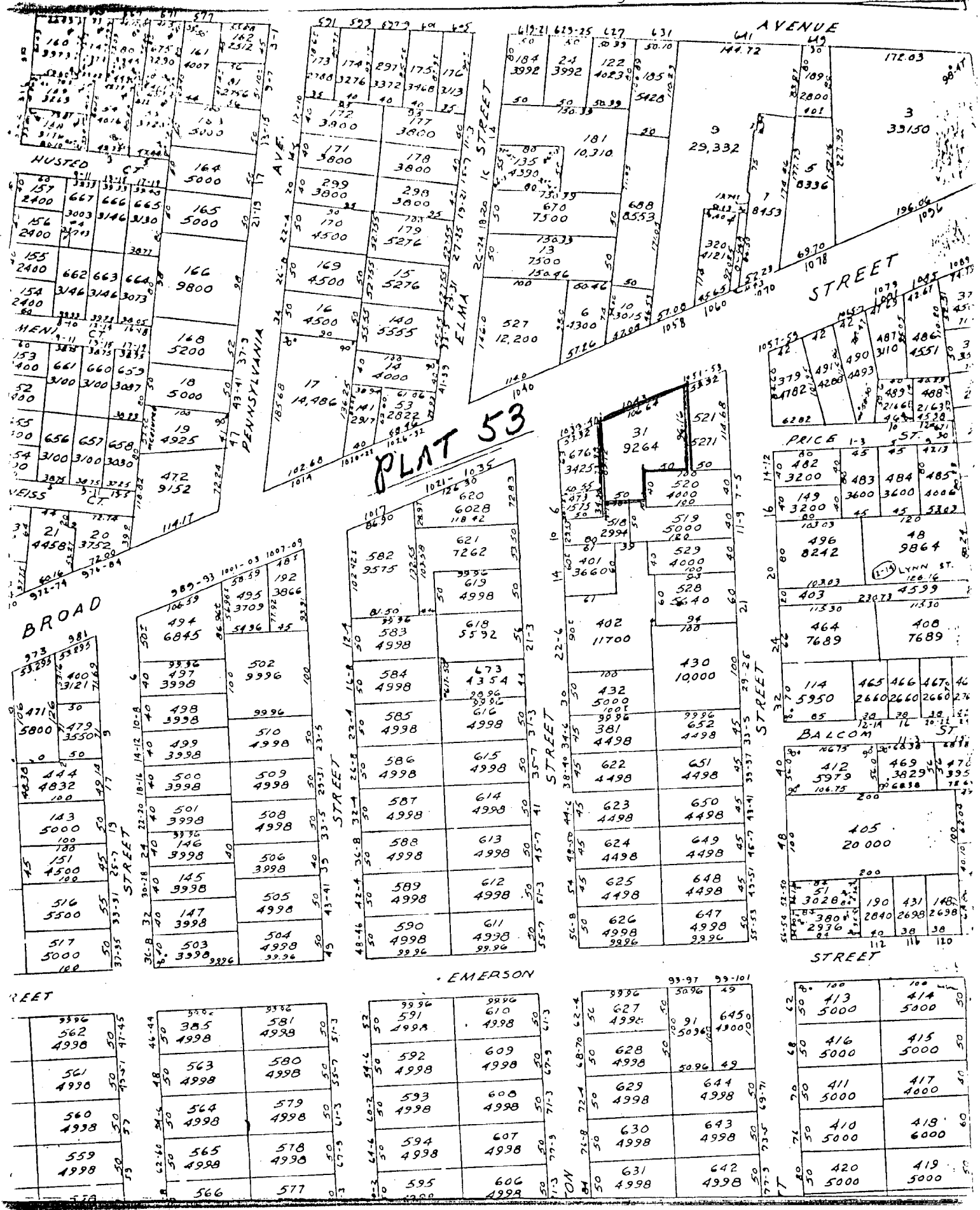
CAPTIONS

Section 27.01. The captions appearing in this INDENTURE of LEASE are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this indenture or lease or the intent of any provision hereof.

ARTICLE XXVIII

SUCCESSORS AND ASSIGNS

Section 28.01. Except as herein otherwise expressly provided,



PLAT 53

EMERSON

March 12, 1979

John Hope Settlement House Inc.  
Mr. Thomas Whitten, Executive Director  
7 Burgess Street  
Providence, RI 02903

Dear Mr. Whitten,

Enclosed is certified copy of Resolution Number 216,  
approved March 9, 1979 relative to a purchase and lease  
agreement with John Hope Settlement House, Inc.

Very truly yours,

Rose M. Mendonca,  
City Clerk.

RMM/jna