

RESOLUTION OF THE CITY COUNCIL

No. 214

Approved April 23, 2025

RESOLVED, DECREED AND ORDERED:

That the cross-hatched portions of RICHMOND STREET and ELM STREET shown on the accompanying plan entitled "Brown University-Richmond Street & Elm Street-Street Abandonment and Administrative Subdivision Plan," drawing number Sv-1, dated December 20, 2023, is abandoned as a Public Highway. Said Abandonment is specifically conditioned upon the following:

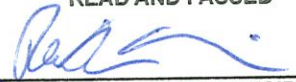

1. Petitioner shall grant any easement as may be reasonably required by any utilities with facilities in the easement area, including, but not limited to, Providence Water, Verizon, and the Narragansett Electric Company. Said easements may be acceptable to both Petitioner and the respective utility, but must include twenty-four hour access for repair, replacement, and maintenance.
2. After payment, Petitioner shall record this resolution in the Land Evidence Records of the City of Providence and then return to the City Plan Commission to complete the subdivision process.
3. Petitioner shall comply with all conditions contained herein within sixty (60) days from the date of passage, except that final City Plan Commission approval of the subdivision shall occur within one (1) year from the date of passage.
4. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works, and/or as may be deemed appropriate by the Mayor or the Department of Law.

ORDERED, That the Traffic Engineer be and is hereby directed to cause a sign to be placed on the above-named highway abandoned as aforesaid, having thereon the words, "Not a Public Highway," and it is further

ORDERED, That after the entry of this order or decree the City Clerk shall cause a notice thereof to be published in a newspaper published in the County of Providence at least once a week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting the above-named highway which has been abandoned who is known to reside within the State.

IN CITY COUNCIL

APR 17 2025
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.


Mayor

Date: 4/23/25



Ursillo, Teitz & Ritch, Ltd.

Counsellors At Law

2 Williams Street
(at South Main Street)
Providence, Rhode Island 02903-2918

Michael A. Ursillo *
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Admitted in RI*, MA †

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zoning@utr-law.com

March 1, 2024

Via Hand Delivery

Tina L. Mastroianni, City Clerk
Providence City Hall
25 Dorrance St.
Providence, RI 02903

Re: Petition to the City Council for Road Abandonment – Portions of Richmond Street and Elm Street

Dear Ms. Mastroianni:

On behalf of our client, Brown University, enclosed please find a Petition to the City Council to abandon a portion of Richmond Street and Elm Street. Also enclosed is a check in the amount of \$75 representing the filing fee.

Please advise of the hearing date. Thank you for your attention to this matter.

Sincerely,

URSILLO, TEITZ & RITCH, LTD.

/s/ Andrew M. Teitz, Esq., AICP

Enclosure

cc: Robert Azar, Deputy Director, Department of Planning & Development

CITY OF PROVIDENCE
STATE OF RHODE ISLAND

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

I, Andrew M. Teitz, Attorney for Brown University (“Brown”), hereby petition the City Council to abandon a portion of the streets known as Richmond Street and Elm Street, pursuant to R.I. Gen. Laws § 24-6-1. Brown submits that the portions of such streets that are sought to be abandoned have ceased to be useful to the public, but will serve the public health, safety, and convenience as part of Brown’s existing and planned land and buildings in the Jewelry District, and in particular, the Integrated Life Sciences Building (ILSB) at 233 Richmond Street.

The area of Richmond Street proposed for abandonment is comprised of two blocks located between Ship Street and South Street. The area of Elm Street proposed for abandonment is comprised of two blocks located between Chestnut Street and Eddy Street. The total area of these streets proposed for abandonment contains approximately 43,036 square feet (0.98 acres). The area of the proposed abandonment shall be hereinafter referred to as the ‘Jewelry District Blocks.’ The area of said request is more fully described on the locus map, entitled ‘Streets in the Jewelry District,’ attached hereto as **Exhibit 1**, and the abandonment plan entitled ‘Administrative Subdivision Plan and Street Abandonment,’ attached hereto as **Exhibit 2**.

The proposed street abandonment was specifically contemplated in the Memorandum of Agreement (MOA) between Brown and the City, which was approved by the City Council on October 5, 2023, and signed by Mayor Brett P. Smiley on October 12, 2023. A copy of the MOA is attached hereto as **Exhibit 3**. The MOA provides that Brown shall make certain voluntary payments to the City totaling Forty-Six Million Dollars (\$46,000,000) over a ten-year period. The proposed abandonment serves as one of the conditions to these voluntary payments. Specifically, Paragraph IV of the MOA (pages 2-3) describes the proposed abandonment as the ‘Jewelry District Blocks Conveyance Condition.’

The Jewelry District Blocks have ceased to be useful to the public because, as depicted on Exhibit A, Brown owns all of the land and buildings immediately surrounding the Jewelry District Blocks. Additionally, Brown owns most of the land and buildings within the surrounding area. Brown’s notable holdings in the vicinity of the Jewelry District Blocks include the Warren Alpert Medical School (222 Richmond Street); the Laboratories for Molecular Medicine (70 Ship Street); and additional properties located at 200 Chestnut Street, 300 Richmond Street, and 261 Richmond Street.

Most significantly, Brown’s acquisition of the Jewelry District Blocks will enable the construction of the ILSB, a roughly 300,000 square foot, seven-story building which will provide state-of-the-art laboratory space for researchers in biology, medicine, brain science, bioengineering, public health and other disciplines to work together on pressing health-related issues. The City’s Downtown Design Review Committee (DDRC) granted final design approval for the construction of the ILSB in December 2023. A copy of the DDRC’s written decision, dated December 18, 2023, and recorded on December 19, 2023, is attached hereto as **Exhibit 4**. An easement petition to support construction of the ILSB has also been filed.

CITY OF PROVIDENCE
STATE OF RHODE ISLAND

This abandonment will serve the public health, safety, and convenience because it will enable Brown to construct the ILSB, which will offer researchers the proximity to enable close collaboration with scientists and physicians at Brown's Warren Alpert Medical School, the School of Public Health, the School of Engineering and the University's affiliated hospital partners. Plans for the Jewelry District Blocks, including opportunities for pedestrian-friendly green spaces, will be developed over time in consultation with neighborhood and community partners. Brown's acquisition of the Jewelry District Blocks will ultimately enable Brown to enhance its economic, educational, and non-economic benefits to the City and the community.

Brown is aware that its acquisition of the Jewelry District Blocks will require careful study and planning related to traffic safety for vehicular and non-vehicular users of these roadways. Brown understands and acknowledges the need for planning and collaboration with the City and other stakeholders and community groups to ensure traffic safety both during and after the construction of the ILSB.

Wherefore, Brown requests that because the Jewelry District Blocks have ceased to be useful to the public, they be abandoned and title be transferred to Brown, pursuant to appropriate publication, notice, and public hearing as mandated by the Rhode Island General Laws. Brown acknowledges that the newly created boundary lines shall be certified to a Class 1 measurement specification pursuant to applicable regulations and further acknowledges that the abandonment shall be recorded through the filing of an administrative subdivision pursuant to the City's regulations. Brown also acknowledges that such abandonment will be subject to water and sewer easements as required, together with any other utility easements that may be necessary.

Thank you for your consideration of this request.

BROWN UNIVERSITY

By its Attorneys,



Andrew M. Teitz, Esq., AICP
URSILLO, TEITZ & RITCH, LTD.
2 Williams St.
Providence, RI 02903
401-331-2222
andyteitz@utrlaw.com

EXHIBIT 1

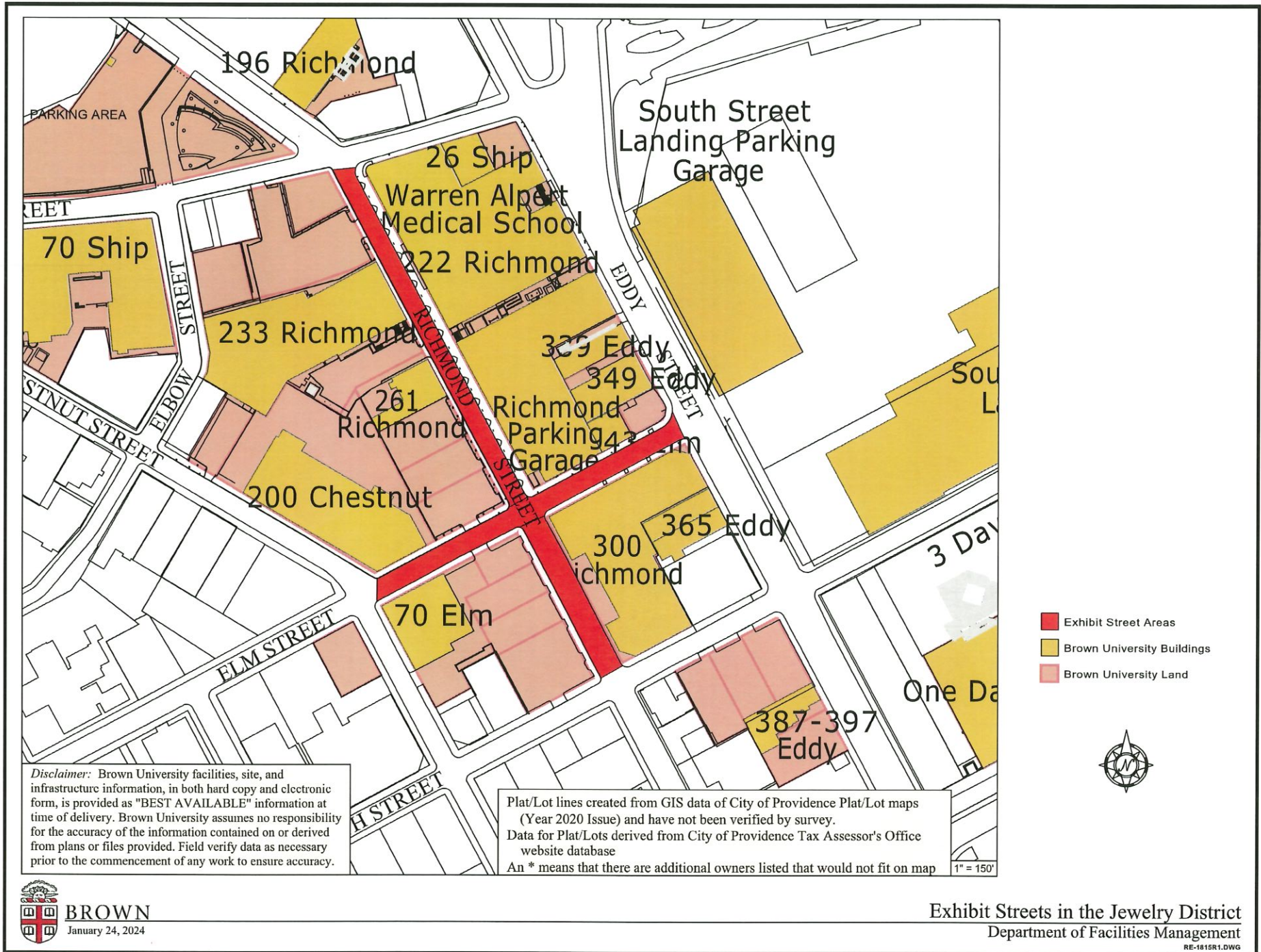
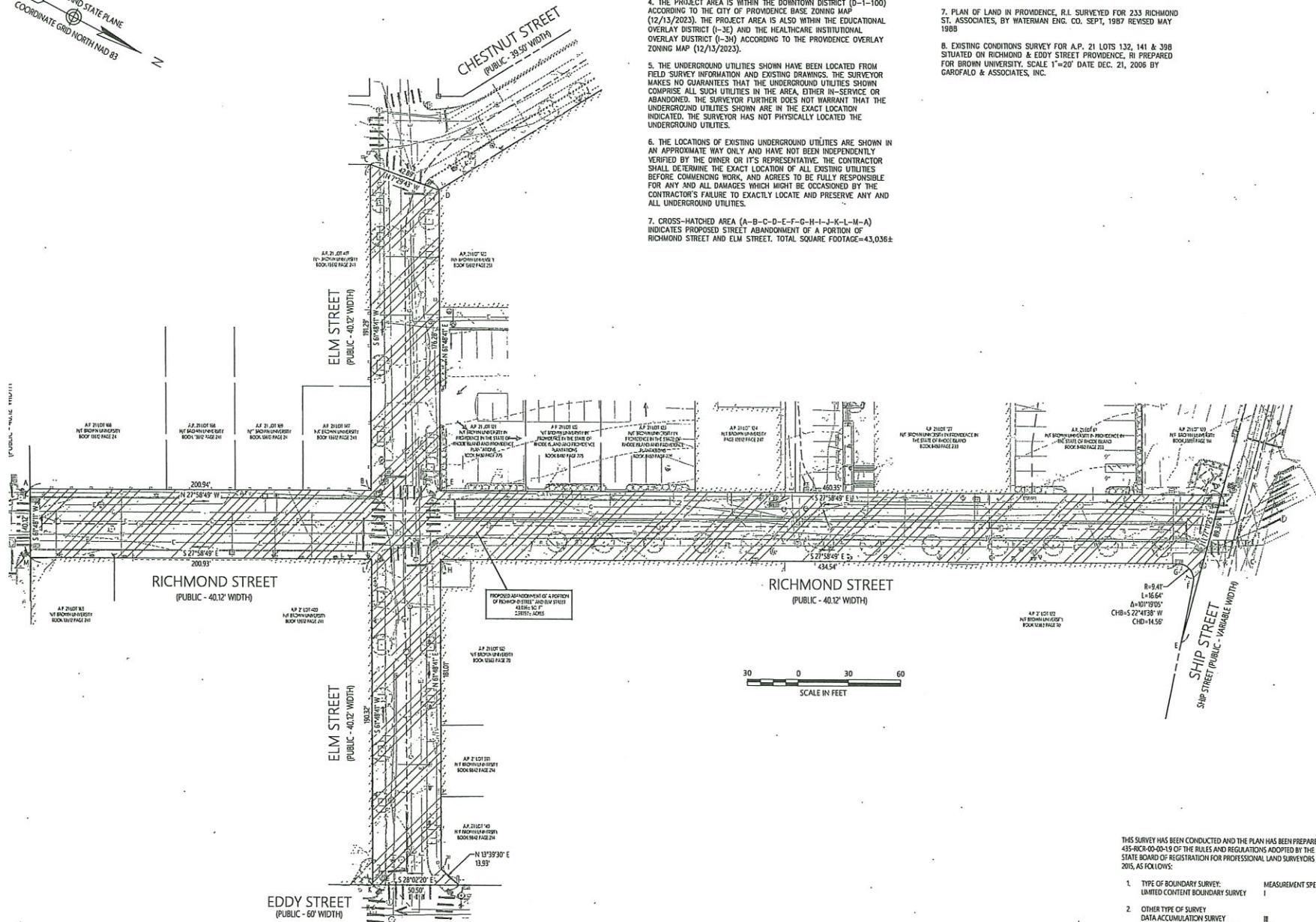
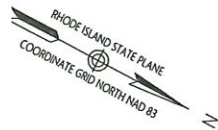


EXHIBIT 2



General Notes

1. ALL ELEVATIONS ARE BASED ON N.A.V.D. 1988.
2. THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE LOCATED BY A FIELD SURVEY CONDUCTED BY VANASSE HANGEN BRUSTLIN, INC. BETWEEN AUGUST 8, 2022 AND AUGUST 24, 2022, AND DECEMBER 13, 2023 AND DECEMBER 19, 2023.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO INFORMATION DISCLOSED IN SUCH.
4. THE PROJECT AREA IS WITHIN THE DOWNTOWN DISTRICT (D-1-100) ACCORDING TO THE CITY OF PROVIDENCE BASE ZONING MAP (12/13/2023). THE PROJECT AREA IS ALSO WITHIN THE EDUCATIONAL OVERLAY DISTRICT (E-30) AND THE HEALTHCARE INSTITUTIONAL OVERLAY DISTRICT (I-3H) ACCORDING TO THE PROVIDENCE OVERLAY ZONING MAP (12/13/2023).
5. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
6. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
7. CROSS-HATCHED AREA (A-B-C-D-E-F-G-H-I-J-K-L-M-A) INDICATES PROPOSED STREET ABANDONMENT OF A PORTION OF RICHMOND STREET AND ELM STREET. TOTAL SQUARE FOOTAGE=43,036±

Plan References

1. PROVIDENCE STREET LINE GRID MAP 47-19
2. PROVIDENCE STREET LINE GRID MAP 47-20
3. PROVIDENCE STREET LINE GRID MAP 48-19
4. PROVIDENCE STREET LINE GRID MAP 48-20
5. PROVIDENCE STREET LINE BOOK 21 PAGES 30-32
6. PROVIDENCE STREET LINE BOOK 33 PAGES 13-18
7. PLAN OF LAND IN PROVIDENCE, R.I. SURVEYED FOR 233 RICHMOND ST., ASSOCIATES, BY WATERMAN ENG. CO. SEPT, 1987 REVISED MAY 1988
8. EXISTING CONDITIONS SURVEY FOR A.P. 21 LOTS 132, 141 & 398 SITUATED ON RICHMOND & EDDY STREET PROVIDENCE, RI PREPARED FOR BROWN UNIVERSITY, SCALE 1"=20' DATE DEC. 21, 2006 BY GAROFALO & ASSOCIATES, INC.

Index By:
Richmond Street, Elm Street
Ship Street & Chestnut Street



1 Cedar Street
Suite 400
Providence, RI 02903
401.272.8100

Legend

- DRAIN MANHOLE
- CATCH BASIN
- SEWER MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- MANHOLE
- HAND HOLE
- WATER GATE
- FIRE HYDRANT
- GAS GATE
- BOLLARD w/LIGHT
- STREET SIGN
- LIGHT POLE
- UTILITY POLE
- GUY POLE
- GUY WIRE
- MONITORING WELL
- FLOOD LIGHT
- WELL
- CNO COULD NOT OPEN
- NPV NO PIPES VISIBLE
- DYL DOUBLE YELLOW LINE
- DWL DASHED WHITE LINE
- ZYL SINGLE YELLOW LINE
- EDE EDGE OF PAVEMENT
- CON CONCRETE CURB
- VGC VERTICAL GRANITE CURB
- SGE SLOPED GRANITE EDGE
- BSB BITUMINOUS BEAR
- BC BITUMINOUS CURB
- GRD GUARDRAIL
- CLF CHAIN LINK FENCE
- ORG ORANGE LINE
- SEW SEWER LINE
- OHE OVERHEAD WIRE
- UGW UNDERGROUND ELECTRIC
- TEL TELEPHONE LINE
- GAS GAS LINE
- W WATER LINE

Brown University
Richmond Street & Elm Street
Providence, Rhode Island

No.	Revision	Date	Appr.

Street Abandonment and Administrative Subdivision Plan

Drawing Number
Sv-1

Sheet of
1 1

Project Number
73350.00

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 455-RICR-00-00-19 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

- | | |
|---|---------------------------------|
| 1. TYPE OF BOUNDARY SURVEY:
LIMITED CONTENT BOUNDARY SURVEY | MEASUREMENT SPECIFICATION:
I |
| 2. OTHER TYPE OF SURVEY:
DATA ACCUMULATION SURVEY
TOPOGRAPHIC SURVEY ACCURACY | II
T2 |
| 3. STATEMENT OF PURPOSE: | |

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS: ABANDONMENT OF A PORTION OF RICHMOND & ELM STREETS

BY
PATRICK W. MCCOURT, P.L.S. #1964
C.O.A. #492

EXHIBIT 3

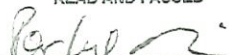
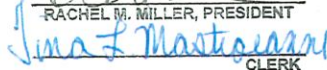
RESOLUTION OF THE CITY COUNCIL

No. 408

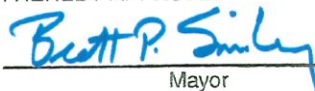
Approved October 12, 2023

RESOLVED, That the Mayor of the City of Providence is hereby authorized by this Council to enter into the attached Memorandum of Agreement (MOA) with Brown University, for a period of 10 years, as presented in Exhibit A attached hereto.

IN CITY COUNCIL
OCT 05 2023
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.


Mayor

Date: 10/12/2023

This confidential draft document is nonbinding and subject to negotiation of a binding agreement with terms satisfactory to all parties, which agreement will not be binding until signed by all parties.

MEMORANDUM OF AGREEMENT

by and between the

CITY OF PROVIDENCE

And

BROWN UNIVERSITY

Dated as of <insert date>, 2023

This Memorandum of Agreement (this "Agreement") is entered into by Brown University, an independent, private, non-profit, tax-exempt, Rhode Island institution of higher education established in 1764 by colonial charter and existing pursuant to the laws of the State of Rhode Island, having a mailing address of University Hall, One Prospect Street, Providence, Rhode Island 02912 ("Brown"), and the City of Providence, Rhode Island, a municipal corporation located in the State of Rhode Island, having a mailing address of City Hall, 25 Dorrance Street, Providence, Rhode Island 02903 (the "City").

I. Introduction

The parties recognize that Brown provides substantial economic, educational and non-economic benefits to the City and the community. Further, Brown is amenable to working with the City to advance the growth of Brown while simultaneously assisting the City. In entering into this Agreement, the City and Brown acknowledge and agree to their shared interest in promoting economic development, creating jobs, and working collaboratively to increase and improve the prosperity of the City of Providence and the quality of life for its residents.

In recognition of the parties' mutual interests, Brown and the City have therefore entered into this Agreement as follows.

II. Payments to the City

Provided that all of the "Conditions to Payment" (as defined in Section III below) have been satisfied and remain satisfied at all times during the term of this Agreement, Brown shall make voluntary payments to the City (in readily available funds) in the total amount of \$46 million over ten years in accordance with the payment schedule provided in the table immediately below. If any of the following dates falls on (a) a Saturday, Sunday, or other legal holiday in Rhode Island, or (b) a day on which banking institutions are authorized pursuant to United States law to close, then the payment may be made on the next succeeding business day:

Date of Payment	Amount of Payment
August 1, 2024	\$6,000,000
July 1, 2025	\$6,000,000
July 1, 2026	\$5,000,000
July 1, 2027	\$5,000,000
July 1, 2028	\$4,000,000
July 1, 2029	\$4,000,000
July 1, 2030	\$4,000,000
July 1, 2031	\$4,000,000
July 1, 2032	\$4,000,000
July 1, 2033	\$4,000,000

III. Conditions to Payment

“Conditions to Payment” shall mean, collectively, the following:

1. Year One Condition to Payment: by no later than August 1, 2024:

An extension of the existing license of certain property and parking rights shall have been entered into between the City and Brown as described in Section V below (the “Parking License Condition”) and the “Zoning and Associated Conditions” described in Section VI shall have been satisfied.

2. Year Two Condition to Payment: by no later than July 1, 2025:

Title to certain real property in the Jewelry District neighborhood of Providence shall have been effectively conveyed by the City to Brown as described in Section IV below (the “Jewelry District Blocks Conveyance Condition”).

3. Additional Conditions to Payment: by the deadlines specified in such sections, or on an ongoing basis, as the language of such sections require:

- A. The “Zoning and Associated Conditions” described in Section VI below shall have been satisfied and shall remain satisfied.
- B. The “Credits Against Payments Conditions” described in Section VI below shall have been satisfied and shall remain satisfied.
- C. The “Legal Compliance Conditions” described in Section VIII below shall have been satisfied and shall remain satisfied.

IV. Jewelry District Blocks Conveyance Condition

1. The “Jewelry District Blocks Conveyance Condition” shall mean that the City shall have conveyed to Brown good, clear, record and marketable title to approximately 27,550 square feet of City blocks in the Jewelry District neighborhood of Providence that are bounded on both sides by Brown-owned properties, specifically: two blocks of Richmond Street between Ship and South Streets and two blocks of Elm Street between Eddy and Chestnut Street (the “Jewelry District Blocks Conveyance”). The

blocks to be conveyed by the Jewelry District Blocks Conveyance are depicted on Exhibit A-1 attached hereto. The parties recognize that the conveyance shall require Brown to petition the City Council for an abandonment in accordance with §24-6-1 *et seq.* of the General Laws, and that Brown shall do so at its sole cost and expense. The City's administration shall use best efforts to support Brown's abandonment petition. Brown agrees that, as part of its abandonment petition, it shall agree to grant sewer and water utility easements to the City that relate to and reflect the existing water utilities depicted on Exhibit B-1 and existing sewer utilities depicted on Exhibit C-1, and that the abandonment shall be subject to other utility easements as are acceptable to Brown.

2. Nothing herein shall entitle Brown to the legislative action necessary to meet the Jewelry District Blocks Conveyance Condition, although the City's administration shall make best efforts to support Brown's abandonment petition. If the Jewelry District Blocks Conveyance Condition fails to occur by the date referenced in Section III of this Agreement, it is specifically agreed and understood that the Conditions to Payment shall not be satisfied and that this Agreement, including but not limited to the schedule and amount of Payments to the City, shall be re-open for negotiation and further agreement.
3. Nothing herein shall prevent Brown and the City from completing the legislative action necessary to effect the Jewelry District Blocks Conveyance Condition by date(s) earlier than the Year Two payment date.

V. Parking License Condition

The "Parking License Condition" shall mean that the Parking License Agreement entered into between the City and Brown (the "Parking License") as described in the Memorandum of Agreement between the parties dated April 30, 2012, with an initial term of 20 years beginning July 1, 2013 and set to expire June 30, 2033, (a) shall be (and hereby is) extended until June 30, 2053, notwithstanding the notice requirements of Section 1(b) of the Parking License; and (b) that in consideration of the voluntary payments being made by Brown under this Agreement, the City agrees that notwithstanding the provisions of Section 1(c) of the Parking License, Brown shall not be required to pay an Extension License Fee (as defined therein) during such extended term. Further, the City and Brown agree to discuss, as needed, expansion of the physical area of eligibility for the parking spaces provided for in that Parking License in the event parking spaces covered by the Parking License are lost due to the creation of loading zones or other changes implemented by the City. All other terms and conditions of the Parking License shall remain in full force and effect and shall remain unchanged except to the extent they are amended or modified by this Agreement.

VI. Zoning and Associated Conditions

The "Zoning and Associated Condition" shall mean that the City has provided Brown with all legislative and administrative actions necessary in order for the following to occur:

1. (a) A bridge to be constructed by Brown over a portion of Elbow Street connecting Brown's Laboratories for Molecular Medicine ("70 Ship Street") to

the proposed Integrated Life Sciences Building (the "ILSB") on the opposite side of Elbow Street, together with sufficient easements (including for air rights, utilities, and communications) with respect to a portion of Elbow Street between Ship and Chestnut Streets to adequately support the construction of such a bridge over that street as described above, by no later than six (6) months from submission by Brown of complete applications and/or petitions therefor.

- (b) Construction of the ILSB, together with sufficient easements (including for utilities and communications) to support the delivery and service needs of those two buildings, by no later than six (6) months from submission by Brown of complete applications and/or petitions therefor, and on an ongoing basis, the City shall regulate traffic movement in that area so as to adequately meet and support the construction, delivery and service needs of the ILSB and 70 Ship, including but not limited to regulating or changing the direction of traffic on Elbow Street and/or other nearby streets. These obligations are independent of those related to the construction of the bridge described in clause (a) of this Section VI.
 - (c) The parties recognize that the conveyance of any such approvals, easements and similar actions by the City may require Brown to petition the City Council and that Brown shall do so at its sole cost and expense, including the cost of notice and newspaper advertising, but that Brown shall not have to pay any other additional amounts for the value of any air rights or easements, including underground easements, or other actions taken by the City, as such costs have been incorporated into the payment schedules herein.
2. Extension of the I-2 Zone to include the Brown-owned parcel on the northeast corner of Power and Brook Streets, by no later than six (6) months from submission by Brown of a complete application and/or petition.
 3. The City will agree to use funds from this Agreement to relocate the Providence Police substation from 172 Cushing Street to some other permanent location, by no later than August 31, 2024.

Nothing herein shall entitle Brown to the legislative or administrative actions necessary to meet the Zoning and Associated Conditions, although the City's administration shall make best efforts to support Brown's applications and/or petitions for the necessary legislative and administrative actions, so long as such support is consistent with the City's Comprehensive Plan. If any of the Zoning and Associated Condition fails to occur by the applicable dates specified above, it is specifically agreed and understood that the Conditions to Payment shall not be satisfied and that this Agreement, including but not limited to the schedule and amount of Payments to the City, shall be re-open for negotiation and further agreement.

VII. Credits Against Payments Condition

The "Credits Against Payments Condition" shall mean that the City and Brown shall agree to the following terms and conditions of the Agreement:

In entering into this Agreement, the City and Brown acknowledge and agree to their shared interest in promoting economic development, creating jobs, and increasing the base of tax revenue collected by the City. In order to align the joint incentives of both parties to do so, the City and Brown agree to the following "Credits Against Payments Condition":

1. Brown shall be eligible to reduce its annual voluntary payment in each year as provided for in Section II (Payments to the City) by fifty percent (50%) of new tax revenue generated each year through any combination of the following credits:
 - a. New tax revenue to the City generated from development projects generated through substantial and material participation by Brown University, including direct development, provision of land, investment, partnership, leasing of space in a new third party commercial development, and other similar actions by Brown which cause the incremental tax revenue producing development to take place. This credit will be applied in each year that tax revenue from the development project is realized, over the life of this Agreement.
 - b. New tax revenue to the City generated by the return of tax-exempt property owned by Brown University (or an affiliate) to the City's commercial tax rolls. This credit will be applied in each year that tax revenue from the return of tax-exempt property to the commercial tax rolls is realized, over the life of this Agreement. It is understood and agreed that the return of tax-exempt property owned by Brown to the City's residential tax rolls (e.g., transfers of owner-occupied residential homes through the Brown to Brown program) is not eligible for credit.
2. Brown shall be eligible to receive up to 100% credit against its annual voluntary payment in the full amount of direct investments in development projects, including but not limited to workforce housing, childcare and public parks, that are done in collaboration with the City and/or a public or private sector partner so designated by the City. Prior to any agreement to initiate such a project, Brown and the City Administration will consult with the City Councilor in whose Ward the project is proposed to take place. Brown and the City will agree on the amount of the credit prior to the initiation of a project, and credits will be applied in the year that funds are disbursed. If these credits exceed the amount owed under the Agreement in any year, these credits will carry forward to future years.
3. The amount of credits earned will be validated by a third-party accounting firm, selected and paid for by Brown, on an annual basis and prior to the scheduled payment date against which the credits shall be applied. Before the validation is conducted Brown will notify the Mayor's designated representative of the selected third-party accounting firm and provide opportunity for any concerns or objections to that firm to be raised.

VIII. Legal Compliance Condition

The "Legal Compliance Condition" shall mean that the City shall have caused to occur all legislative and administrative actions necessary under applicable law in order for the

Jewelry District Blocks Conveyance Condition to occur, the Parking License Condition to occur, the Zoning and Associated Conditions to occur, and none of the foregoing shall have been made the subject of any appeal or legal challenge (or if the same shall have occurred, the same shall have been favorably and finally disposed of), or found to be invalid in any legal proceeding, nor shall there be any further administrative or legislative actions to amend, modify, rescind, regulate or restrict the Jewelry District Blocks Conveyance Condition, the Parking License, the Zoning and Associated Conditions, or Brown's rights thereunder.

IX. Existing Memorandum Unaffected

The <insert date>, 2023 Memorandum of Understanding (the "MOU") by and amongst the City, Brown, and three other educational institutions remains in full force and effect and is not modified by this Agreement in any way.

X. Non-Performance, Default, and Remedies

The parties agree that each shall act in good faith in implementing the terms of the agreement.

If at any time a Condition to Payment is not satisfied, Brown shall have no obligation to make any further payment hereunder.

In the event that either party shall fail to perform fully the obligations contained in this agreement, the other party shall be entitled to fully enforce the outstanding obligations; provided, however, that Brown acknowledges it has no enforcement rights with respect to legislative and/or administrative actions that require the approval of independent municipal bodies of the City.

In the event that the Conditions to Payment have been satisfied and Brown fails to make any payment to the City in accordance with the time frame specified for such payment, the City shall, as its exclusive remedy, be entitled to seek damages in a court of law. There shall be no notice and cure opportunities for Brown with respect to monetary defaults.

In the event that the City breaches any of its material obligations under this Agreement or the Parking License and the City fails to cure any such breach within sixty (60) days from receiving written notice of the same, Brown shall be permitted to terminate this Agreement and no further payments required under the terms of this Agreement shall be due. Upon the City effectuating a cure, the notice of default shall be deemed null and void and this Agreement shall continue in full force and effect.

XI. Miscellaneous

The parties agree that this Agreement represents an effort on the part of Brown and the City to address mutual needs and the effect of the same is not intended to nor shall it affect, alter, diminish, or modify the legal status, force, and effect of Brown's tax-exempt status in any way. Nothing in this Agreement shall prohibit or restrict Brown in its right to challenge any attempt to affect, alter, diminish or modify the legal status, force, and effect of Brown's tax-exempt status in any way.

General captions and section titles are for convenience of reference only, and shall not be

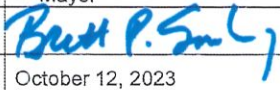
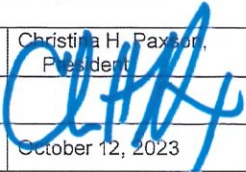
The term "including" shall be interpreted to mean "including, without limitation," unless the context otherwise expressly specifies.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one instrument. Photocopies, facsimile and electronic versions (such as pdf, jpeg, and tif) of this Agreement shall be deemed originals and treated as binding.

This Agreement, including all exhibits attached hereto, together with the Parking License, constitutes the entire understanding and agreement of the parties hereto with respect to the matters hereof and supersedes all prior understandings and agreements in their entirety, if any, there being no other oral or written promises, conditions, representations, understandings, agreements, or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, agreements, or amendments to or modifications of this Agreement shall not be valid and binding upon the parties unless the same shall be embodied in a subsequent writing signed by both of the parties hereto.

Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given when delivered by personal delivery; one (1) business day after being deposited with a nationally recognized overnight courier; or two (2) business days after being deposited in the United States mail, certified, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses set forth in the in this Agreement. All notices or demands sent to the City shall be sent to the attention of the Mayor's Office, with a copy sent simultaneously (in accordance with the methods herein provided) to the attention of the City Solicitor. All notices or demands sent to Brown shall be sent to the attention of the President with a copy sent simultaneously (in accordance with the methods herein provided) to the attention of the General Counsel.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed by their respective duly authorized officers as of the day and year first written above.

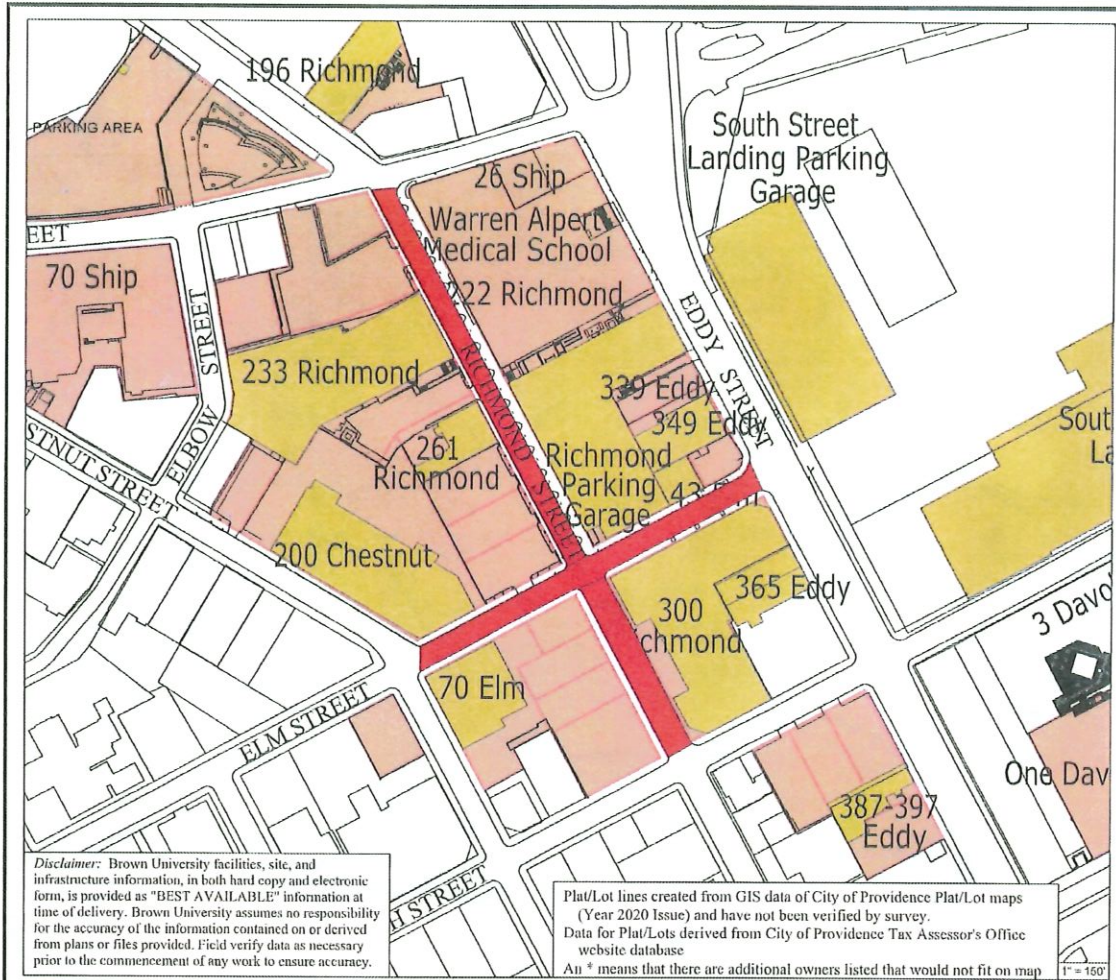
THE CITY OF PROVIDENCE		BROWN UNIVERSITY	
By (print):	The Honorable Brett P. Smiley, Mayor	By (print):	Christina H. Paxson, President
By (sign):		By (sign):	
Date:	October 12, 2023	Date:	October 12, 2023

Approved as to form and correctness:



Jeffrey Dana, City Solicitor

Exhibit A-1



Richmond St. Area: 17,368 sq ft
 Elm St. Area: 10,184 sq ft

- Exhibit Street Areas
- Brown University Buildings
- Brown University Land



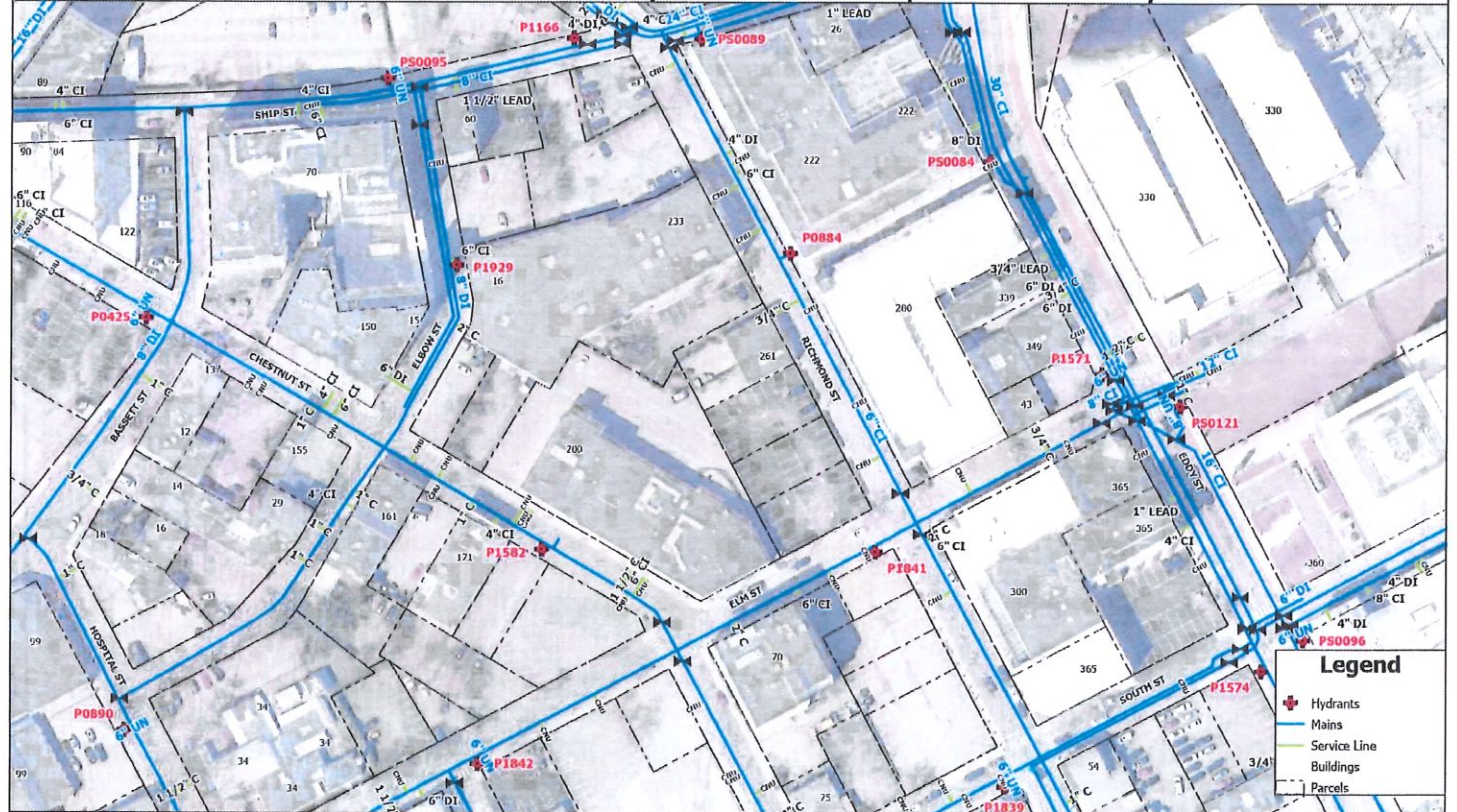
Disclaimer: Brown University facilities, site, and infrastructure information, in both hard copy and electronic form, is provided as "BEST AVAILABLE" information at time of delivery. Brown University assumes no responsibility for the accuracy of the information contained on or derived from plans or files provided. Field verify data as necessary prior to the commencement of any work to ensure accuracy.

Plat/Lot lines created from GIS data of City of Providence Plat/Lot maps (Year 2020 Issue) and have not been verified by survey. Data for Plat/Lots derived from City of Providence Tax Assessor's Office website database. An * means that there are additional owners listed that would not fit on map.



Richmond St: From Ship to South St, Providence, RI

Exhibit B-1







Legend

- Hydrants
- Mains
- Service Line
- Buildings
- Parcels


Elm St: From Eddy St to Chestnut St, Providence, RI

Exhibit B-1



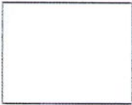
0 100 200 US Feet

 DISCLAIMER: This map does not represent a legal document. Providence Water makes no warranty, express or implied, regarding the accuracy, completeness, or usefulness of the information presented. Users of this information assume all liability for its fitness for a particular use.

EXPIRED: 6/12/2023



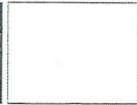
The Providence Department of Public Works is pleased to provide this information to the public. This information is for informational purposes only and does not constitute a contract. For more information, please contact the Department of Public Works at 315 South Main Street, Providence, RI 02903. Phone: 401-442-2000. Fax: 401-442-2001. Email: info@providencepw.com



PROVIDENCE, RHODE ISLAND
Exhibit C-1
 DEPARTMENT OF PUBLIC WORKS



The information depicted on this map was prepared by the City of Providence for the Providence Department of Public Works. It is provided for informational purposes only. The City of Providence does not warrant the accuracy or completeness of the information. For more information, please contact the Providence Department of Public Works.



PROVIDENCE, RHODE ISLAND
Exhibit C-1
 DEPARTMENT OF PUBLIC WORKS

PAYMENT IN LIEU OF TAXES (PILOT)

*Mayor Smiley's Proposed 2023 Agreement
with Providence's Colleges and Universities*

Presentation to the City Council Finance Committee
9/12/23

Goals of New Agreement

The Smiley Administration worked to negotiate a new agreement with the colleges and universities that:

- Provides significantly more financial support to the City of Providence and the communities that host these institutions.
- Serves as a national model for PILOTs in other communities.
- Recognizes the changing demographics and economic realities of the institutions and the need for mutually beneficial agreements and partnerships.

The New Agreements

- **NEW MOU:** Voluntary 20-year agreements between the City's four institutions of higher education outlining each of their financial commitments. These commitments will consist of the following components:
- **NEW MOA:** An agreement between the City and Brown University (solely) whereby Brown will make additional voluntary payments in the amount of \$46 million over 10 years (2025-2034).

Total Value over 20-year period

MOU & MOA: \$223,472,813

	Combined Prior Agreements	New Agreements	Percent Increase
Voluntary Payments	\$94,006,384	\$223,472,813	138%

- Community Contributions: \$177,472,813
- Total Voluntary Payments & Community Contributions: \$400,945,626
- Total Voluntary Payments, Community Contributions & Commercial Taxes & Transition Parcels: \$443,403,996 (*assumes commercial taxes are flat over the 20-year period*)

	MOU & MOA	Community Contributions	Commercial Taxes*	Final Transition Parcel Payments	Combined
Brown	\$174,667,789	\$128,667,789	\$33,734,000	\$2,816,811	\$339,886,390
J&W	\$15,211,955	\$15,211,955	\$0	\$459,617	\$30,883,528
PC	\$18,381,113	\$18,381,113	\$2,963,800	\$0	\$39,726,026
RISD	\$15,211,955	\$15,211,955	\$1,375,140	\$109,002	\$31,908,053
Totals	\$223,472,813	\$177,472,813	\$38,072,940	\$3,385,430	\$442,403,996

*Estimated using current commercial taxes paid over the next twenty years if commercial tax rates will remain the same.

Total Value Over the 20-year period:

	FISCAL YEAR	MOA	MOU	Annual Total
	2024		\$7,000,000	\$7,000,000
	2025	\$6,000,000	\$7,140,000	\$13,140,000
FY 2022 Payments: \$5,921,423	2026	\$6,000,000	\$7,282,800	\$13,282,800
	2027	\$5,000,000	\$7,428,456	\$12,428,456
	2028	\$5,000,000	\$7,577,025	\$12,577,025
FY 2023 Payments: \$2,295,625	2029	\$4,000,000	\$7,766,451	\$11,766,451
	2030	\$4,000,000	\$7,960,612	\$11,960,612
	2031	\$4,000,000	\$8,159,627	\$12,159,627
	2032	\$4,000,000	\$8,363,618	\$12,363,618
	2033	\$4,000,000	\$8,572,708	\$12,572,708
	2034	\$4,000,000	\$8,808,458	\$12,808,458
	2035		\$9,050,691	\$9,050,691
	2036		\$9,299,585	\$9,299,585
	2037		\$9,555,323	\$9,555,323
	2038		\$9,818,094	\$9,818,094
	2039		\$10,112,637	\$10,112,637
	2040		\$10,416,016	\$10,416,016
	2041		\$10,728,497	\$10,728,497
	2042		\$11,050,352	\$11,050,352
	2043		\$11,381,862	\$11,381,862
	TOTAL (2024-2043)	\$46,000,000	\$177,472,813	\$223,472,813

The New MOU

The MOU is a voluntary, 20-year agreement between the four institutions of higher education (Brown, JWU, PC, RISD) and the City of Providence. There are two primary components of the agreement:

1) **Voluntary payments**- annual cash payments, made by the institutions to the City. The value of these payments increases by (*see chart)

2) **Community contributions** - are additional, non-cash contributions made by the four institutions to improve our community. Under the new proposed PILOT agreement, these contributions will be tracked and publicly reported in an annual report. The list of these community contributions can include (but are not limited to):

Years 2-5 = 2%
Years 6-10 = 2.5%
Years 11-15 = 2.75%
Years 16-20 = 3.0%

- ✓ Tax revenue generated by commercial leases on properties owned by the institutions.
- ✓ Services provided by the institutions in lieu of the City (e.g., trash removal, snow removal, maintenance and repair of public ways).
- ✓ Scholarships and financial aid provided by the institutions to residents of the City of Providence (including for summer and high school programs).
- ✓ Voluntary contributions to and financial support of K-12 education, including the Providence Public School District, public charter schools serving City of Providence residents, and non-profit organizations supporting K-12 education.
- ✓ Voluntary assistance and services provided to City employees.
- ✓ Voluntary payments to District Management Authorities and similar entities.
- ✓ Voluntary contributions and payments to public spaces, resources and parks and related organizations.
- ✓ Voluntary contributions to and financial support of City and public-serving non-profit organizations.
- ✓ Voluntary contributions or public safety personnel staffing and dedicated space and facilities provided for the exclusive use of the City.
- ✓ In-kind and other forms of non-financial support for programs, services and activities that directly benefit the City of Providence and its residents.

The New MOA

Both Brown University and the City recognize the institution's ability to make greater contributions and the opportunity to work together to advance state and local economic growth goals. As part of this PILOT agreement, the City is proposing entering in a new MOA whereby Brown University will make additional voluntary payments in the amount of \$46 million over 10 years and the City of Providence will support several of Brown's key priorities.

As part of the MOA, the City agrees to do the following:

- ✓ Support the transfer of five blocks of public streets to Brown University where there are major facilities on both sides all owned exclusively by Brown University.
- ✓ Extend the previous parking agreement for Brown University faculty and staff.
- ✓ Support changes to improve access, delivery and service to the new Integrated Life Sciences Building property.
- ✓ Support uniformly zoning a Brown-owned parcel (northeast corner of Power and Brook streets) with the rest of the Institutional Zone.
- ✓ Relocate the Providence Police substation from 172 Cushing Street.

As part of the MOA, Brown's payments can be reduced by the following:

- ✓ Every dollar of new tax revenue generated by projects in which Brown has substantially and materially participated in will reduce their payment by 50 cents.
- ✓ For every dollar that Brown returns to the commercial tax rolls, the credit value can be reduced to 50 cents.
- ✓ Providing direct investments in development projects, including but not limited to workforce housing, childcare and public parks, that are done in collaboration with the City and/or a public or private sector partner so designated by the City.

EXHIBIT 4



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

DOWNTOWN DESIGN REVIEW COMMITTEE

December 18, 2023

APPLICANT/OWNER

Brown University
PO Box 1913
Providence, RI 02912

DDC#: 2023359383
Bk: 14033 Pg: 17

RESOLUTION 23-07

Application 23.27

WHEREAS, the applicant, Brown University (the Applicant), filed an application for Certificate of Design Approval and Waiver with the Downtown Design Review Committee (DDRC) for properties located at Plat 21, Lots 67, 109, 110, 114, 120-124, and 127, also known as 233-261 Richmond Street; and

WHEREAS, the Applicant requested design approval for the construction of a new 7-story, lab and research building on the site, a development incentive in the form of a 30% height bonus (Zoning Ordinance Sections 603 and 1907.F), waivers (Zoning Ordinance Section 1907.E.1) from Zoning Ordinance Section 604, Development Standards, to include Rooftop Mechanical Equipment - Coverage, Setbacks, and Visibility; Curb Cut Width; and Accessory Use Parking, and Waivers from Zoning Ordinance Section 606, Design Standards for New Construction, to include Required Recess Line, Required Build-to Zones, and Required Maximum Distance Between Building Entrances, and a waiver from the Ordinance's requirement that no buildings in the Downtown District be demolished (Zoning Ordinance Section 1907.E.2); and

WHEREAS, on October 16, 2023, the DDRC held a public hearing on preliminary plan approval of the Applicants' requests, and granted the requested demolition waiver, development incentive in the form of a 30% height bonus, waivers from Zoning Ordinance Section 604, Development Standards, to include Rooftop Mechanical Equipment - Coverage, Setbacks, and Visibility; Curb Cut Width; and Accessory Use Parking, and Waivers from Zoning Ordinance Section 606, Design Standards for New Construction, to include Required Recess Line, Required Build-to Zones, and Required Maximum Distance Between Building Entrances, and conceptual design review of the new construction. Subject to certain conditions, including but not limited to, that the Applicant return to the DDRC for a full hearing on final design plan approval (see DDRC Resolution No. 23-07); and

WHEREAS, on Monday, December 11, 2023, the DDRC held a regular meeting to consider final design approval for the proposed new building. The following members were present at the meeting of December 11, 2023: Chille, Michie, Dotson, and Garabedian; and

WHEREAS, at the meeting of December 11, 2023, Attorney Andrew Teitz presented the Application, the testimony of Noah Biklen, architect for the project, and Craig Barton and Paul Dietel, representing the Applicant, who relayed and demonstrated the proposed design changes made to the structures, in response to the DDRC's requests at the preliminary plan stage; and

WHEREAS, the DDRC also heard testimony from members of the public; and

DEPARTMENT OF PLANNING & DEVELOPMENT

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

WHEREAS, prior to the hearings, the DDRC members individually viewed the site which is the subject of the Application; and

WHEREAS, based upon the evidence presented and the Staff Report, the DDRC made the following findings of fact:

1. The work proposed consists of the new construction of a 7-story, lab and research building, as depicted on the approved plans.
2. The New Construction and the demolition is in accord with the Development Standards set forth in Section 600 of the Providence Zoning Ordinance and the findings of fact of the Preliminary Decision are hereby incorporated by reference.

Based on the above findings of fact, the DDRC voted 4-0 to grant final design approval of the new construction with the following condition:

- i. Any changes to the building design or exterior building materials will need to be submitted for review by the DDRC.

NOW, THEREFORE, BE IT RESOLVED, final design approval IS GRANTED, subject to the above condition.

A copy of the documentation submitted for the execution of the work described herein is hereby made a part of this resolution. Three copies of the final plans have been submitted to be stamped and signed (one copy goes to the Applicant, one copy to the Building Inspector, and one copy is retained in the DDRC files).

As the plans have been approved, the Certificate of Design Approval and a stamped copy of accompanying documentation will be forwarded to the applicant.

Subsequent to receiving a certificate of design approval and a final approval for demolition, the Applicant shall apply to the Director of Inspection and Standards for building and demolition permits. Such applications shall be made concurrently. The Director will not issue a demolition permit before the complete building permit for the new construction approved by the DDRC has been issued. Foundation permits are not construed to be building permits.

The approval is valid for and the application for a Building Permit shall be submitted within six months from the date of the Resolution. A copy of this resolution has been forwarded to the Office of the City Clerk to be posted for 20 days.


Alan Chille, Acting Chair

cc: Andrew Teitz, Esq., Ursillo, Teitz & Ritch, Ltd.
Craig Barton, Brown University
Noah Biklen, TenBurke Architects D.P.C.
Alexis Thompson, Zoning Official, Department of Inspection and Standards
James Moore III, Director of Inspection and Standards
City Clerk



PLEASE POST THIS CARD ON THE PROPERTY SO THAT IT IS VISIBLE FROM THE STREET

CERTIFICATE OF DESIGN APPROVAL

DOWNTOWN DESIGN REVIEW COMMITTEE

Dept. of Planning and Development, 444 Westminster Street, Providence, RI 02903, (401) 680-8400

Providence
Received for Record
DEC 19, 2023 02:05 PM
Document Num: 2023359383
Jeanne Pascone
Recorder of Deeds

APPLICANT: Brown University

OWNER: Brown University

PROPERTY ADDRESS: 233-261 Richmond Street

21/67, 109, 110, 114
PLAT/LOTS: 120-124, and 127 DRC APPLICATION #: 23.27

SCOPE OF WORK: Demolish the existing structures located at 233 and 261 Richmond Street, and construct a new 7-story, lab and research building on the site, as per final design and plans stamped approved on 12/18/2023 and per DDRRC Resolution 23-07. Subsequent to receiving this Certificate, the applicant shall apply to the Director of Inspection and Standards for building and demolition permits.

The Director shall not issue a demolition permit before the complete building permit for the new construction has been issued.

The Downtown Design Review Committee hereby certifies, pursuant to Section 600 of the City of Providence Zoning Ordinance, that the work described herein has been approved. Any conditions of approval have been met or are noted above.


Signature of DRC Chair or Staff

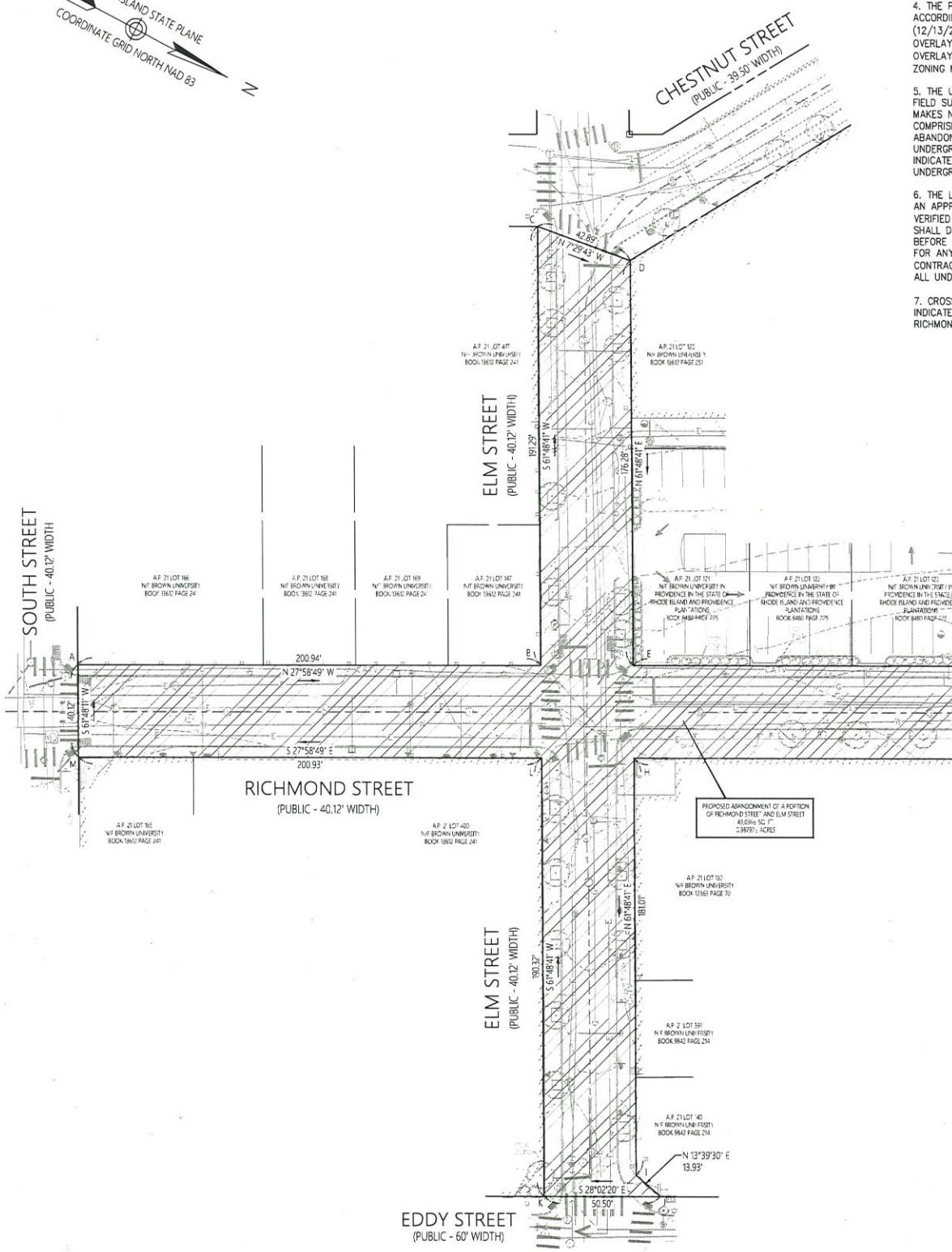
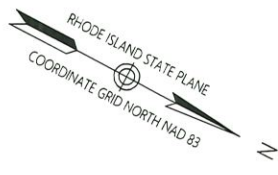
December 18, 2023
Date of Issue

APPROVED

DRC Stamp
**DOWNTOWN DESIGN
REVIEW COMMITTEE**

ALL WORK SHALL BE CARRIED OUT AS SHOWN ON THE APPROVED DRAWINGS AND SPECIFICATIONS ON FILE WITH THE DRC. THIS CERTIFICATE, ALONG WITH ANY DRAWINGS STAMPED APPROVED BY THE DRC, MUST BE PRESENTED TO THE DEPT. OF INSPECTION AND STANDARDS (444 WESTMINSTER STREET, PROVIDENCE) TO OBTAIN A BUILDING PERMIT. CHANGES TO APPROVED PROJECTS AND ANY ADDITIONAL WORK NOT SPECIFICALLY APPROVED HEREIN, MUST BE REVIEWED AND APPROVED BY THE DRC. THIS CERTIFICATE IS VALID FOR SIX (6) MONTHS FROM DATE OF ISSUE.

PROVIDENCE, R. I.
 P. W. DEPT. - ENGINEERING OFFICE
 STREET LINE SECTION
 Plan No. _____
 Date Jan. 18, 2024



PROPOSED ABANDONMENT OF A PORTION
 OF RICHMOND STREET AND ELM STREET
 0.98771 ACRES

CITY OF PROVIDENCE, R. I.
 Public Works Dept - Engineering Office
 Showing proposed abandonment of a portion
 of Richmond Street and Elm Street
 Drawn by VJR Checked By _____
 Scale 1"=30' Date Jan. 18, 2024
 Correct _____ Associate Engr.
 Approved _____ CHIEF ENGINEER

Saved Tuesday, January 23, 2024 11:35:25 AM BPOBNER Plotted Wednesday, February 14, 2024 7:11:39 AM Brian Poitier

- Gener
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RICHMOND



PROVIDENCE POLICE DEPARTMENT
Patrol Bureau
325 Washington St., Providence, RI 02903

3/28/24

To: Sheri A. Petronio, City of Providence First Deputy City Clerk
From: Cpt Luis F. San Lucas, Traffic Bureau Commanding Officer
Subject: Petition to the City Council for request of abandonment of portions of Richmond St and Elm St

To the City Clerk Office,

After reviewing the petition for request of an abandonment of a portion of Richmond St and Elm St dated March 25, 2024, submitted by Andrew M Teitz Esquire, the Providence Police Department has reservations to the request, due to the fact that this portion of Richmond St appears to be a main thoroughfare and avenue of approach to the area in case of emergencies. This matter needs further review for public safety response ability, and at this time is not in agreement for approval of the request.

Respectfully Submitted

Luis F San Lucas

Petronio, Sheri

From: Simoneau, Derek
Sent: Friday, April 5, 2024 4:38 PM
To: Petronio, Sheri
Subject: City Council Petition

Hello Sheri,

The Providence Fire Department has reviewed the Petition to the City Council by Ursillo, Tietz & Ritch, LTD on behalf of Brown University in regards to the abandonment of portions of Richmond Street and Elm St as described in Exhibit 1 of the previously mentioned petition, the department has no objections to this petition provided that the applicant (Brown University) assures the city that emergency responders will have the same access to the area during an emergency that is currently afforded, as access to the previously built building's Fire Department Connections for emergency operations are required by RI Fire Code. If any new gates are to be constructed to help secure the area at anytime, we would require Knox Box (key) access and/or 24/7 guard attendance/monitoring at such gates so that responding apparatus will not have any issues accessing the property in a timely manner.

Please feel free to reach out to me if any further clarification is required.

Thank You



Derek Simoneau
Fire Marshal

Providence Fire Department

325 Washington Street

Providence, RI 02903

Office: 401-243-6061

Mobile: 401-339-1651



Patricia A. Coyne-Fague, Esq.
Director



Brett P. Smiley
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

September 16, 2024

Honorable Oscar Vargas
Chairman of the Public Works Committee
25 Dorrance Street
Providence, RI 02903

RE: Proposed Abandonment of a Portion of Richmond Street and Elm Street

Dear Councilman Vargas,

This department has no objection to the proposed abandonment of a portion of Elm Street and Richmond Street in accordance with the attached plan, entitled "Prov., P.W. Dept.-Engineering Office, Street Line Section, Plan No. 064880. The area of abandonment is designated as area A-B-C-D-E-F-G-H-I-J-K-L-M-N-O and is shaded on the attached plan.

Total square footage equals 43,081 square feet. The sewer mains and drainage infrastructure identified on the attached plan shall be conveyed to the petitioner to own and maintain as it serves only the petitioners properties. A ten foot wide (4,124 square feet) sewer easement will be required for the sewer main on Elm Street.

According to Informational Bulletin 2003.1 issued by the Rhode Island Board of Registration for Professional Land Surveyors, right-of-way abandonments constitute a boundary change, and as such, requires a Class 1 survey prepared by a professional Land Surveyor, properly licensed by said board.

If we can further assist you in this regard, please advise.

Very truly yours,


Patricia A. Coyne-Fague, Esq.
Director

cc: T. Mastroianni-City Clerk, Hochman -DPW, Mulligan-Planning, Poulos - Law Dept.
J. Muscatelli-Tax Assessors

700 Allens Avenue Providence, Rhode Island 02905
Phone 401-467-7950/Fax 401-941-2567
www.providenceri.com/dpw



April 11, 2024

The Hon. Brett P. Smiley
Mayor

Ricky Caruolo
General Manager

Ms. Sheri Petronio
First Deputy City Clerk
Providence City Hall
25 Dorrance Street
Providence, RI 02903

BOARD OF DIRECTORS

Ateesh S. Chanda
Chairperson

Joseph D. Cataldi
Vice Chairperson

Juan M. Pichardo
Council President Pro Tempore

Oscar O. Vargas
Councilperson

Sara Silveria
Ex-Officio

Cristen L. Raucci, Esq.
Member

Dr. Alma M. Guerrero Bready
Member

Carissa R. Richard
Secretary

William E. O'Gara, Esq.
Legal Advisor

Re: Petition to abandon portions of Richmond and Elm Streets, Providence

Dear Ms. Petronio:

The above referenced portion of Richmond and Elm Streets has been reviewed for any impacts this action might have on the Providence Water distribution system. Our records indicate that we have multiple assets within the proposed abandonment area, including a 6-inch and 8-inch water mains, two hydrants, seven line valves, and thirteen service connections. Therefore, Providence Water would require that a utility easement be granted to Providence Water allowing 24/7 access for maintaining and repairing these assets. Furthermore, Providence Water would require that not permanent structures be built within the said easement area.

If you have any further questions, please feel free to contact this office at 401-521-6300, extension 7242.

Respectfully,

Peter R. LePage
Sr. Director of Engineering

MEMBER
Rhode Island Water Works Assn.
New England Water Works Assn.
American Water Works Assn.
Water Research Foundation

An EPA WaterSense Partner

(401) 521-6300

125 Dupont Drive
Providence, RI 02907

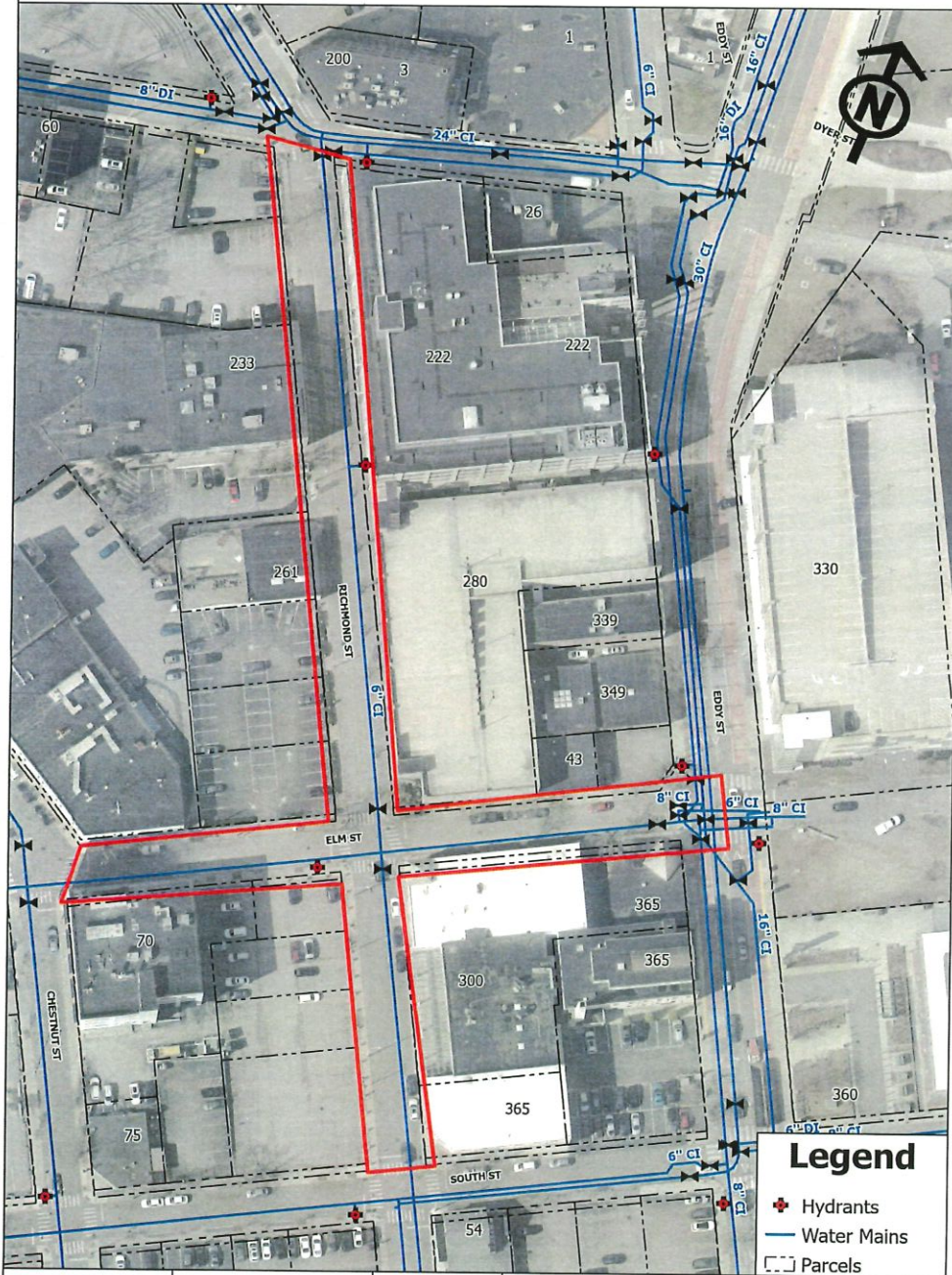
www.provwater.com

Follow us @provwater

Like us at:
facebook.com/Providencewater

cc: Joe Martino, PW
Mike DiNobile, PW
Kristin Meseck, PW
Salvatore Ciccone, PW

RICHMOND AND ELM STREETS, PROVIDENCE, RI

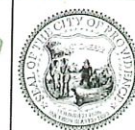


Legend

- Hydrants
- Water Mains
- Parcels



RIGIS
PROVIDENCE WATER
Tap Water Delivers



DISCLAIMER: This map does not represent a legal document. Providence Water makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information presented. Users of this information assume all liability for its fitness for a particular use.
EXPORTED: 3/27/2024



Petronio, Sheri

From: Falvey, Hannah
Sent: Wednesday, March 27, 2024 3:53 PM
To: Petronio, Sheri
Cc: Nilsson, Wendy
Subject: Committee on Public Works Petitions

Good afternoon Sheri,

On behalf of Wendy Nilsson, regarding the following:

- ***Petition from Andrew M. Teitz, Esquire, AICP, Ursillo, Teitz & Ritch, Ltd., 2 Williams Street, Providence, Rhode Island 02903, requesting to abandon portions of Richmond Street and Elm Street.***

- ***Petition from Andrew M. Teitz, Esquire, AICP, Ursillo, Teitz & Rich, Ltd., 2 Williams Street, Providence, Rhode Island 02903, requesting certain easements related to the construction of the Integrated Life Science Building (ILSB) - Brown University.***

We have reviewed and have no responsive information.

Thank you,
Hannah



Hannah Falvey
*Graphic Designer &
Confidential Executive Assistant
to the Superintendent of Parks*

She / Her
Parks Department
Dalrymple Boathouse
1000 Elmwood Ave
Providence, RI 02905
hfalvey@providenceri.gov



JANESSE MUSCATELLI
TAX ASSESSOR

**CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY**

Department of the City Clerk
Sheri A. Petronio, First Deputy City Clerk
25 Dorracne St.
Providence, RI 02903

April 10, 2024

Re: Proposed Abandonments
of Elm and Richmond Streets

Dear Ms. Petronio

At your request we have reviewed the petition to the City Council for abandonments located on Richmond and Elm Streets, related to the integrated life science building for Brown University. The information contained in the petition mimics the data utilized to arrive at our valuations prior to the memorandum of agreement. Based on this consistency we believe no further action will be needed from this office. Please reach out if you have any questions.

Respectfully submitted.


Michael Murphy
Deputy Tax Assessor



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

April 18, 2024

Councilman Oscar Vargas
Chair, Committee on Public Works
Providence City Hall
25 Dorrance Street
Providence, RI 02903

Attn: Tina Mastroianni, City Clerk

Re: Referral 3574 – Abandonment of portions of Richmond and Elm Streets
Petitioner: Brown University

Dear Councilman Vargas:

The petitioner is requesting that the City abandon a portion of Elm Street running between Eddy and Chestnut Streets and a portion of Richmond Street between South Street and Ship Street. The streets abut property owned by the petitioner, Brown University. The City has entered into a memorandum of agreement with the petitioner for voluntary payments and the abandonment is one of the conditions upon which the agreement is contingent.

FINDINGS OF FACT

The Commission made the following findings of fact as required by the City Plan Commission Handbook Policy No. 1: "Criteria and Guidelines for Approval of Street, Highway and Rights-of-way Abandonment":

1. *A public interest has to be clearly demonstrated. A public interest is defined as one or more of the following: public health and safety, adequate provision of transportation, general improvement of traffic patterns and/or circulation, convenient access to properties, avoidance of a nuisance, significant economic development, preservation of a historical or cultural feature, and improvement of the general welfare of the community.*

The CPC found that all the properties abutting the abandonment area are owned by Brown, with the medical school being the most prominent. The abandonment is intended to serve the proposed Integrated Life Sciences Building (ILSB), a 300,000 SF, seven story building at 233 Richmond Street. As Brown owns the abutting properties, the CPC found that the abandonment will not have an adverse impact on the public's interest.

2. *No negative impact is evident on existing land uses, future plans, zoning, safety, health or welfare of the community by the proposed abandonment.*

The CPC found that it isn't apparent that the abandonment will negatively affect future plans for development or existing land use as the proposed abandonment area is only useful for accessing land that is owned by Brown. Per the petition, Brown will work with the City and stakeholders to ensure traffic safety

DEPARTMENT OF PLANNING & DEVELOPMENT

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

around the abandonment area. Therefore, the CPC found that no negative impacts to the health and welfare of the surrounding community are expected.

3. *All abutting landowners agree to the proposed abandonment.*

The petitioners own the lots abutting the abandonment area.

4. *No physical or legal access will be denied to any land or property in surrounding areas by the proposed abandonment.*

The CPC found that no physical or legal access will be denied as the petitioner owns the land surrounding the abandonment area.

5. *No existing or future public services or facilities need to be protected, provided, or maintained within the right-of-way. An easement retention may be necessary to provide access to, maintain, or provide existing or future service or utility needs.*

It is unknown if any utilities need to be provided or maintained within the public right of way. The petitioner is required to grant any necessary easements.

6. *The proposed or intended use of the street and/or adjacent properties must be shown on a petition or plan, and such use shall be in conformance with existing zoning and Comprehensive Plan Objectives.*

A petition and plan have been provided. The CPC required that the applicant apply for an administrative subdivision to merge the abandoned portion of the street with their property prior to the Council's action.

RECOMMENDATION

Upon a motion by Commissioner Caldwell seconded by Commissioner Sherry, the CPC unanimously voted to advise the Committee on Public Works that the petition for abandonment be approved based on their findings and subject to the following conditions:

- I. The petitioner shall apply for an administrative subdivision to merge the abandoned portion of the street with their property, prior to the Council's action.
- II. The petitioners shall grant any necessary easements for access to property, utility access and maintenance.

The CPC voted as follows:

Aye: D. Caldwell, W. Sherry, M. Quezada, C. Lipschitz, N. Sanchez

Sincerely,



Choyon Manjrekar
Administrative Officer

May 30, 2024

City Clerk
ATT: SHERRI
City of Providence
25 Dorrance Street
Providence, RI

Re: Abandonment Portion of Richmond Street and Elm Street

Dear Sherri:

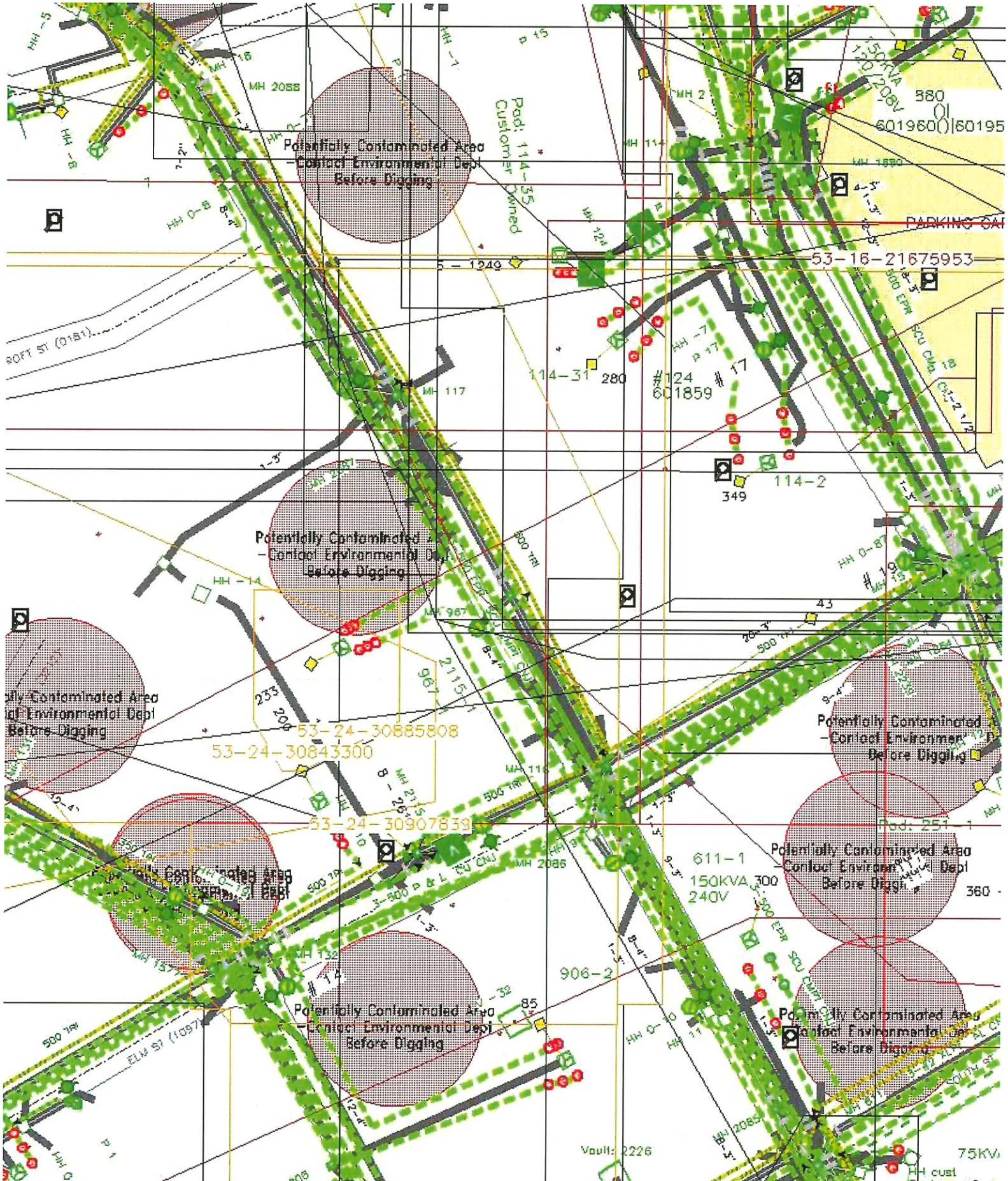
Please be advised that after review, it has been determined that The Narragansett Electric Company (TNEC) has electric and gas equipment in the area proposed for abandonment.

Therefore, TNEC has no objection to the abandonment provided we are granted an easement for said equipment.

Please call me if you have any questions.

Very truly yours,

Peter Espinal
Real Estate Representative
280 Melrose St.
Providence, RI 02907
Ph: (401) 799-7807
Email: Pespinal@rienergy.com



RICHMOND STREET
CLIFFORD ST. TO TALLMAN ST.

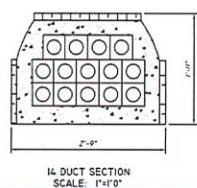
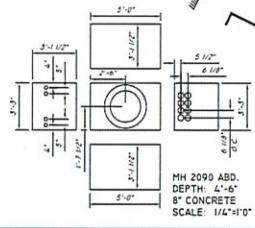
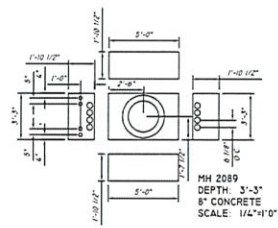
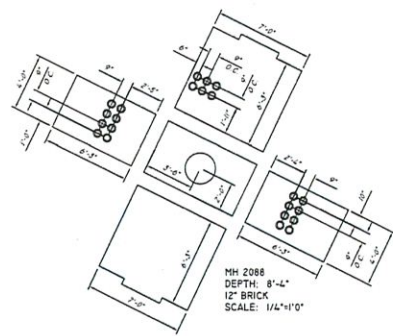
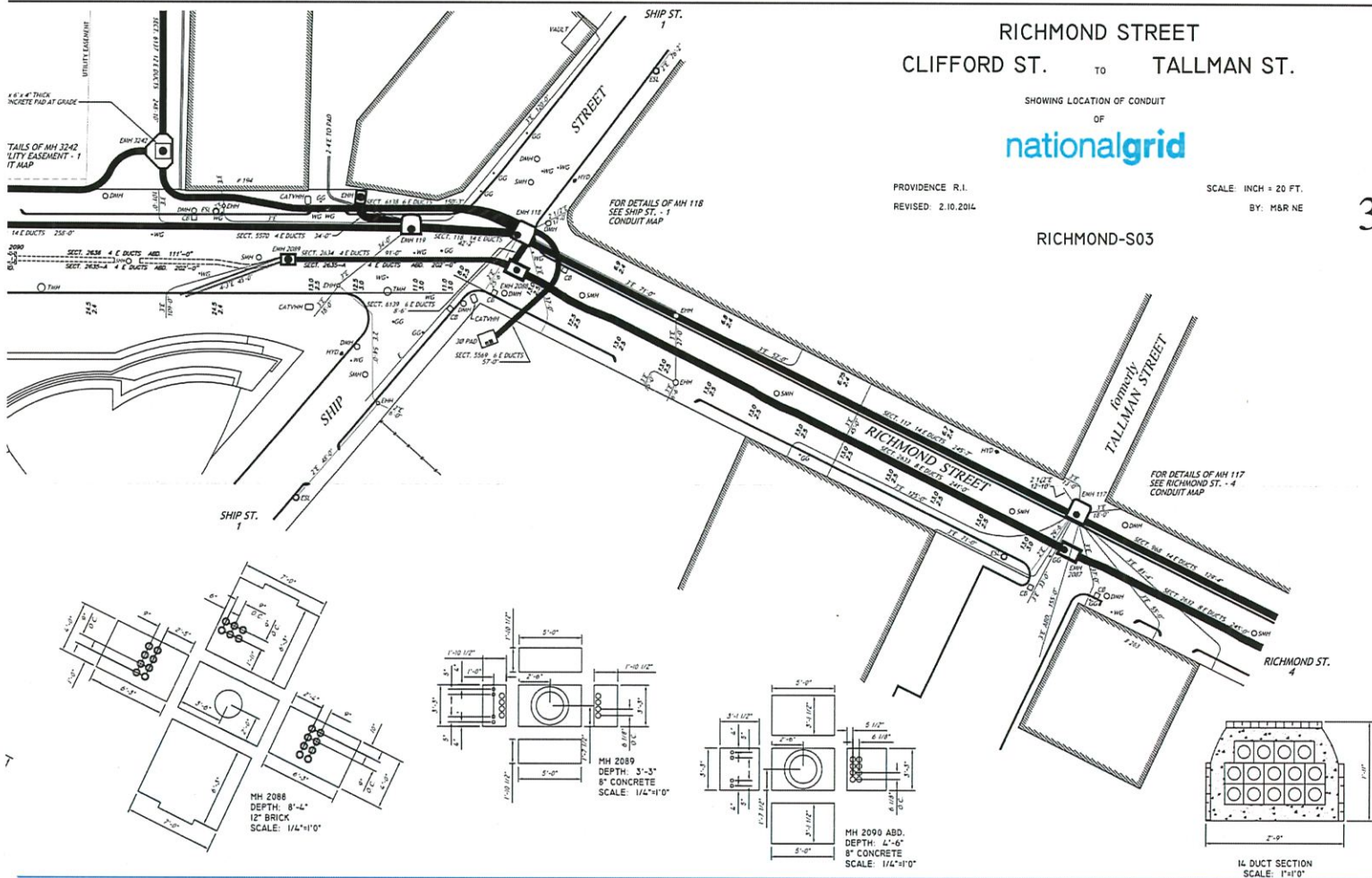
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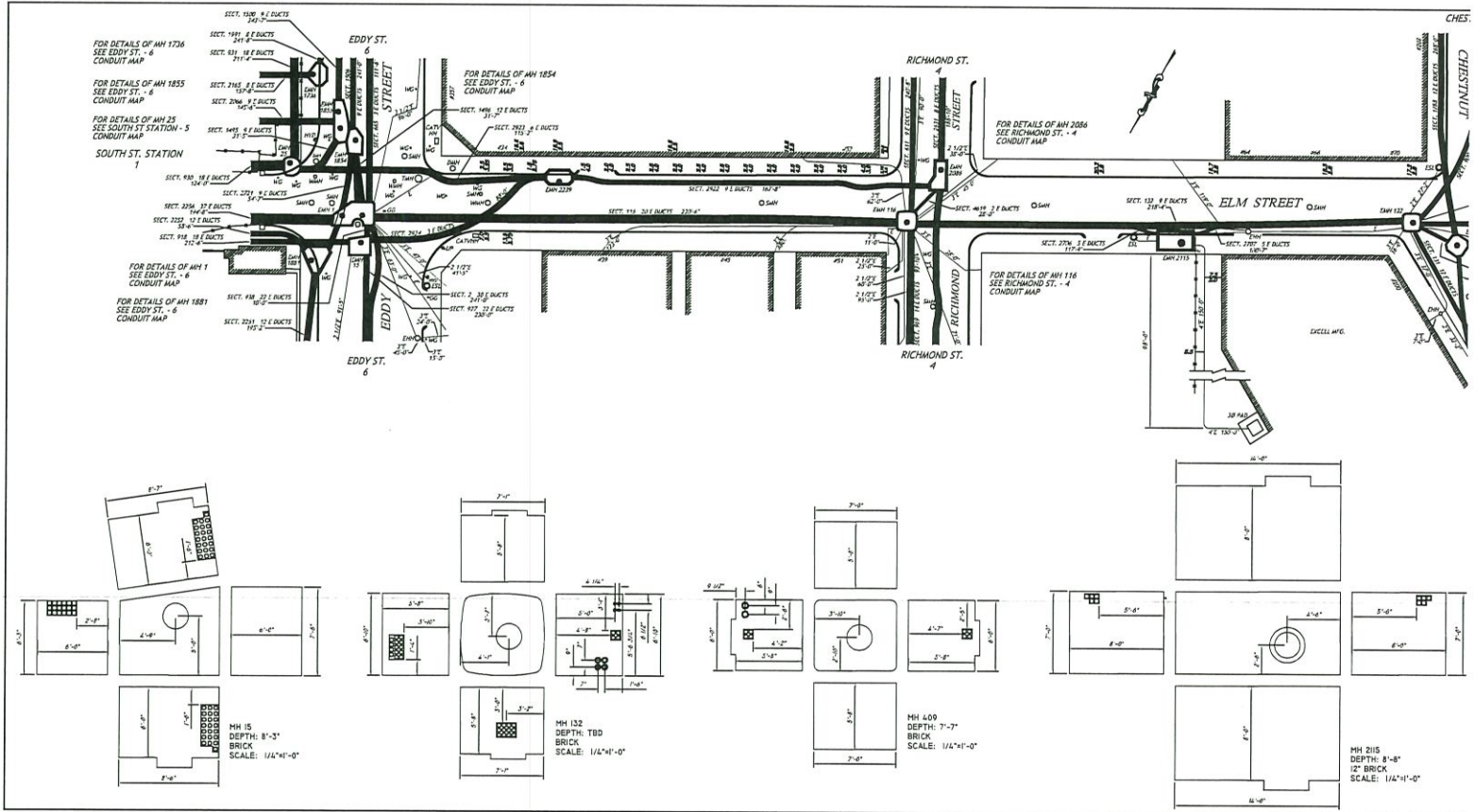
PROVIDENCE R.I.
REVISED: 2.10.2014

SCALE: INCH = 20 FT.
BY: M&R NE

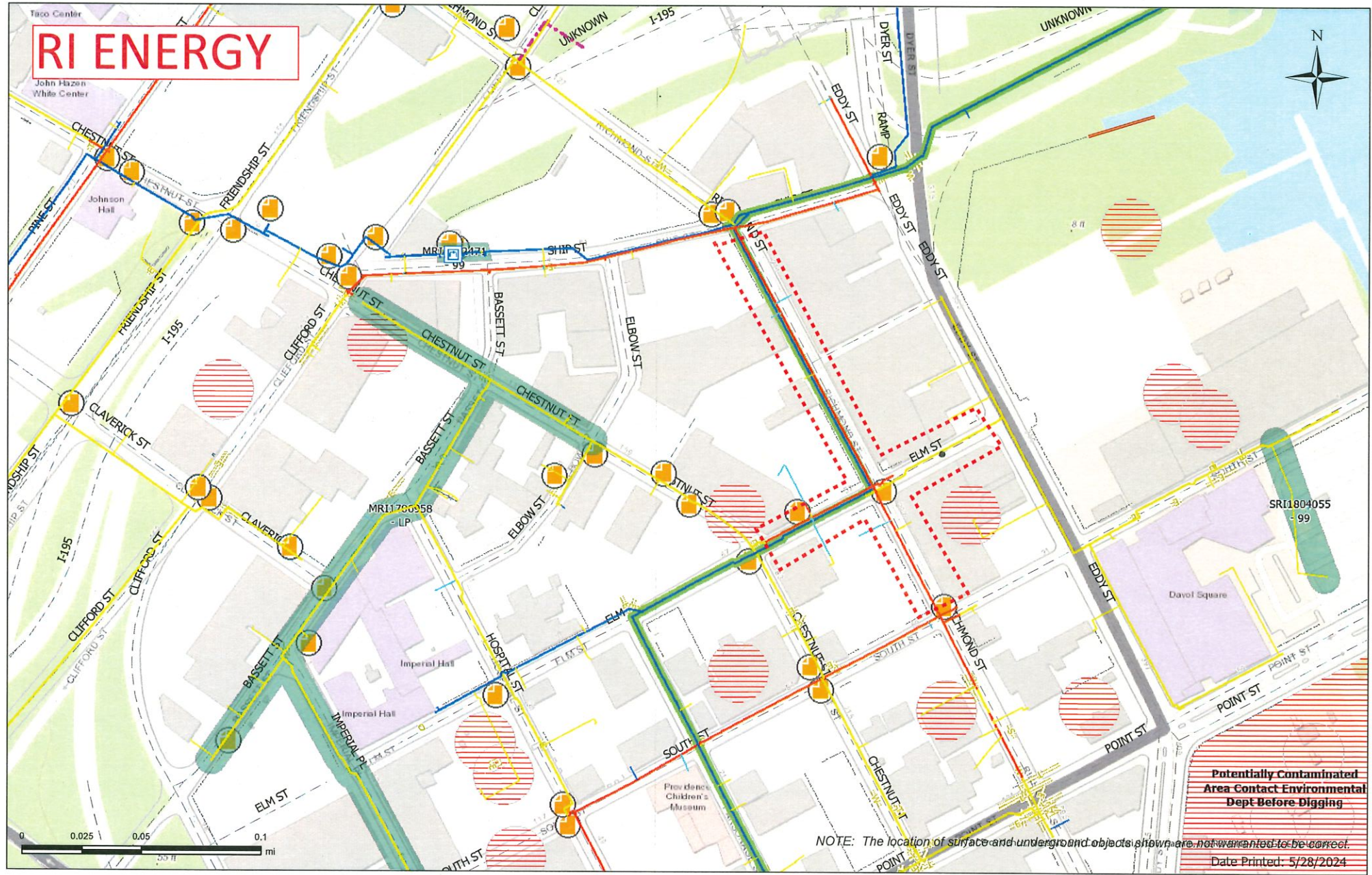
RICHMOND-S03

3





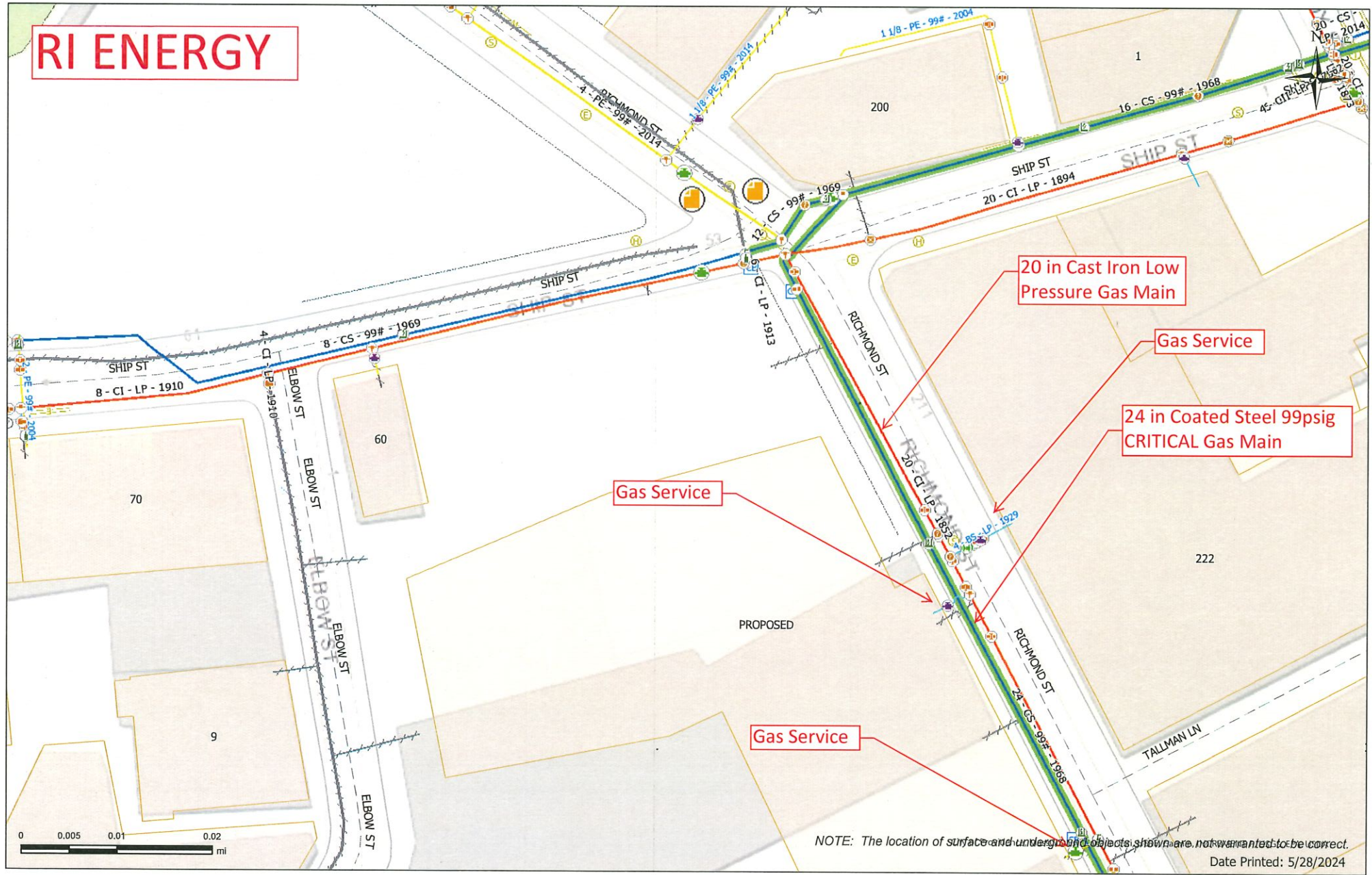
RI ENERGY



Potentially Contaminated Area Contact Environmental Dept Before Digging

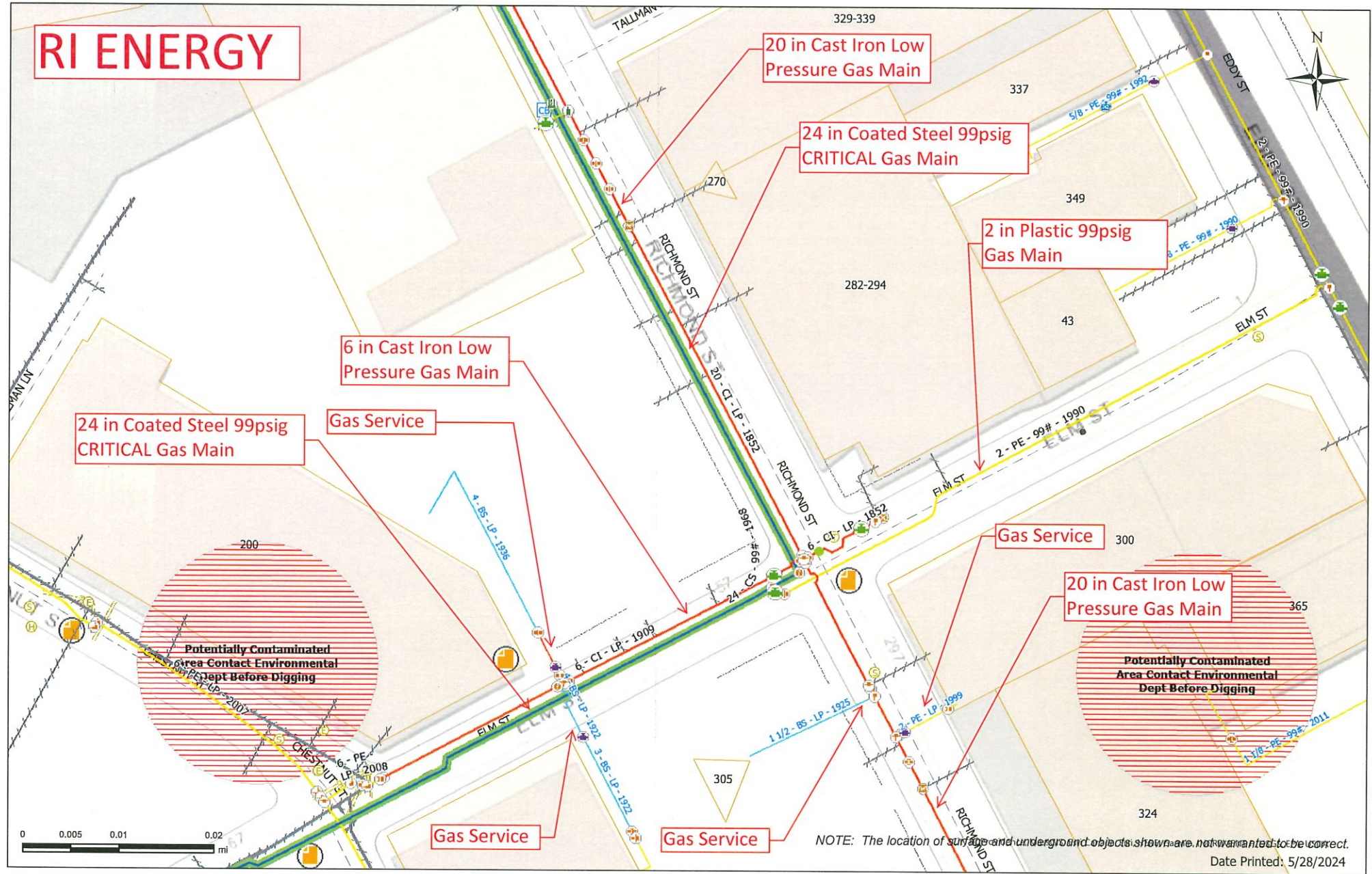
NOTE: The location of surface and underground objects shown are not warranted to be correct. Date Printed: 5/28/2024

RI ENERGY

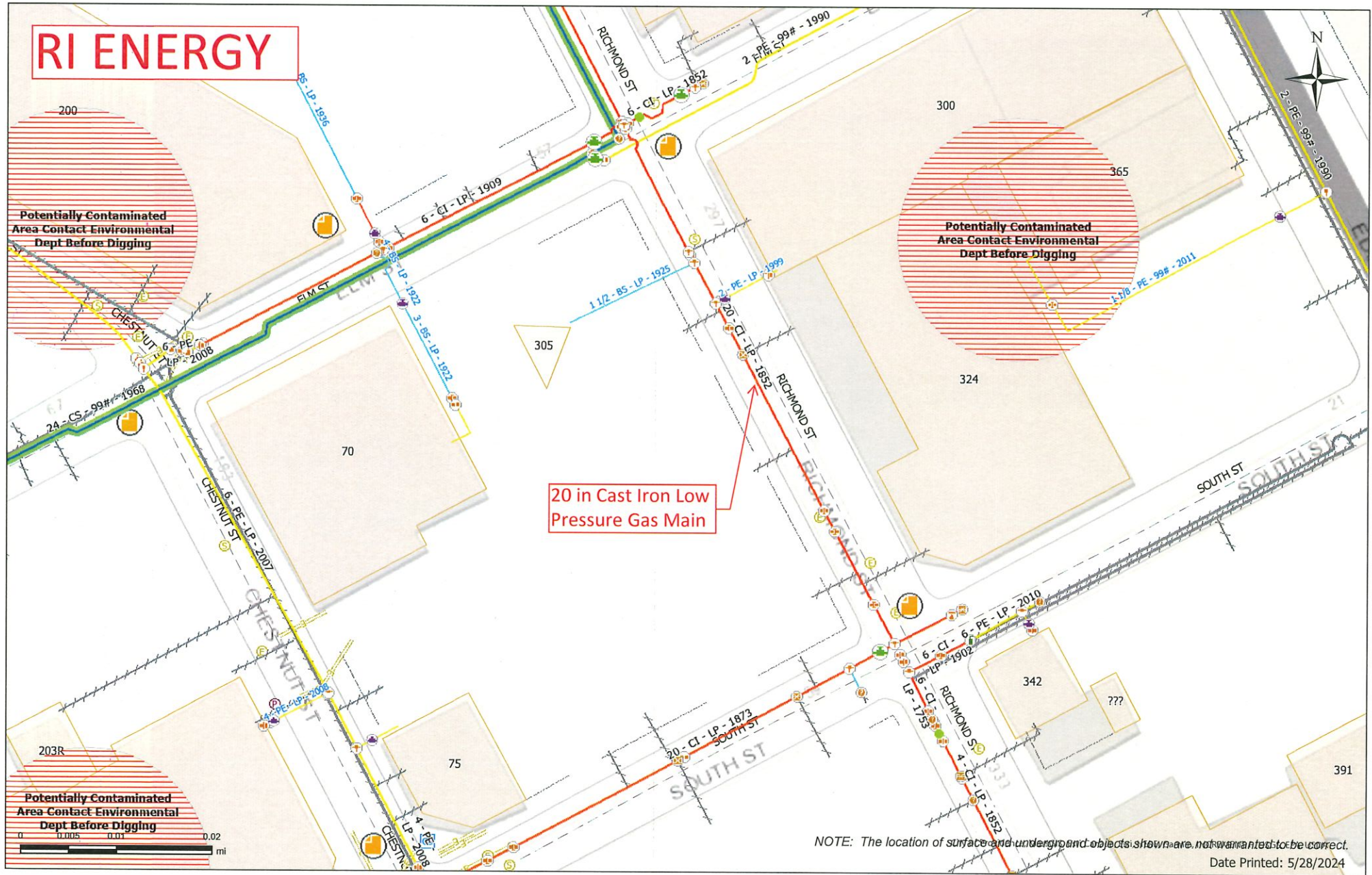


NOTE: The location of surface and underground objects shown are not warranted to be correct.
Date Printed: 5/28/2024

RI ENERGY



RI ENERGY



20 in Cast Iron Low Pressure Gas Main

NOTE: The location of surface and underground objects shown are not warranted to be correct.
Date Printed: 5/28/2024

Verizon - Rights of Way
44 Old Townhouse Rd
Yarmouth, MA 02664

April 2, 2024

City of Providence
Office of the First Deputy City Clerk
Attn: Sheri A. Petronio
25 Dorrance Street
Providence, Rhode Island 02903

ATTN: Sheri A. Petronio, First Deputy City Clerk

RE: PETITION TO ABANDON A PORTION OF RICHMOND STREET AND ELM STREET

Dear Ms. Petronio,

Upon investigation it has been determined that Verizon presently has aerial and underground facilities on said street – a portion of Richmond Street and a portion of Elm Street, which is proposed to be abandoned.

Verizon will not object to the granting of said Petition, provided that in the event the Petition is granted, the Petitioner will contact and convey an Easement to Verizon, which will permit retention of its facilities in the existing locations with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities.

If it is decided by the Petitioner to grant this Abandonment or that the telephone facilities are to be relocated, the petitioner will need to contact our Engineering Service Center at: NYS-NE OSP CENTER (nys-ne.osp.center@one.verizon.com) also at 866-686-1195 – and assume all costs of the relocation.

Sincerely,



Verizon New England Inc.
Attn: Daryl Crossman - ROW
44 Old Townhouse Rd
South Yarmouth, MA 02664

(508) 398-5754 – South Yarmouth Office
daryl.crossman@verizon.com - Email

verizon✓

The Narragansett Bay Commission
Interceptor Maintenance
One Service Road
Providence, Rhode Island 02905

401 • 461 • 8848
401 • 461 • 6551 FAX

<http://www.narrabay.com>



Vincent J. Mesoletta
Chairman

Laurie A. Horridge
Executive Director

MEMORANDUM
from the Interceptor Maintenance Section

DATE: April 11, 2024
TO: Sheri Petronio
First Deputy City Clerk
FROM: Nicole Klebauskas
RE: Abandonment of portion of Richmond St and Elm St

I have received the petition dated March 25 2024 along with attachments pertaining to the request to abandon a portion of Richmond St. & Elm St., Providence RI.

The Narragansett Bay Commission has no facilities within in this area designated. Therefore, we have no objections to the abandonment of the requested portion of Richmond St & Elm St, Providence as depicted in the request. However NBC has a line and manholes at the end of Elm St @ Eddy St. Please see attached GIS map.

Nicole Klebauskas
Technical Assistant
Narragansett Bay Commission
1 Service Road
Providence, RI 02905
nklebauskas@narrabay.com
401-461-8848 ext. 309
401-461-6551 fax

