

OFFICE OF THE CITY ASSESSOR
CITY HALL
PROVIDENCE, RHODE ISLAND

CERTIFICATE NO. 57D

DATE 1/5/2022

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

PURSUANT TO THE PROVISIONS OF SECTION 14 AND 15 OF TITLE 44, CHAPTER 7 OF THE GENERAL LAWS OF RHODE ISLAND, AS AMENDED, THE UNDERSIGNED CITY ASSESSOR OF THE CITY OF PROVIDENCE HEREBY REQUESTS YOUR HONORABLE BODY TO CANCEL THE FOLLOWING TAX ASSESSMENTS/TAX OR SUCH PART THEREOF AS MAY BE REQUESTED AS HEREIN SET FORTH.

YEAR	REAL ESTATE TAX ABATED	TANGIBLE TAX ABATED
2016.....	<u>\$30,850.00</u>	
2017.....	<u>\$30,850.00</u>	
2018.....	<u>\$30,850.00</u>	
2019.....	<u>\$38,738.45</u>	
2020.....	<u>\$242,359.38</u>	
2021.....	<u>\$142,895.97</u>	<u>\$260,928.32</u>
TOTAL.....	<u>\$516,543.80</u>	<u>\$260,928.32</u>

GRAND TOTAL..... \$777.472.12

PREPARED BY:



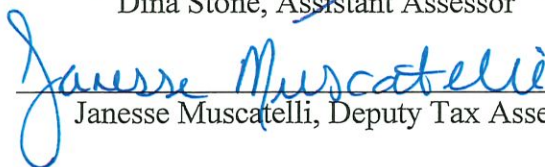
Gloria Molero, Administrative Assistant

CHECKED BY:



Dina Stone, Assistant Assessor

APPROVED BY:



Janesse Muscatelli, Deputy Tax Assessor

IN CITY COUNCIL
FEB 17 2022

APPROVED:



CLERK

ACTING

IN CITY COUNCIL
JAN 20 2022
FIRST READING
RETURNED TO COMMITTEE ON
FINANCE

Jwa. L. Madaleno
CLERK
ADMIN

THE COMMITTEE ON

Finance
Recommendations

Shirley A. Davis
CLERK
2-1-2022, Substituted +
Approved

APPROVED

CLERK
JAN 20 2022
IN CITY COUNCIL

Real Estate Abatements
April 1, 2021 to June 30, 2021

PLAT & LOT	YEAR	NAME	Entry Date	AMOUNT	TYPE	Reason Code	NOTES	MODIFIED BY	Location
003-0263-0000	2020	2 Charles Street LLC	5/26/21	(\$16,893.01)	ab	BTAR	BTAR Red from \$2,907,600 to \$2,447,300	Jmontague	2 Charles St
006-0427-0000	2021	William W Lewis-De Los Angeles	6/30/21	(\$2,314.64)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	67 Mount Hope Ave
007-0181-0000	2021	Hannah Stewart Mintz	6/30/21	(\$3,140.41)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	532 Elmgrove Ave
009-0273-0000	2021	Molly A Jacobson	6/30/21	(\$5,515.77)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	45 Halsey St
010-0192-0004	2021	Fang Yin Hao	6/30/21	(\$2,146.74)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	96 Bowen St Unit 4
010-0388-0000	2021	Andrew Schnurr	6/30/21	(\$3,063.64)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	188 Bowen St
013-0180-0026	2021	Bernard V Buonanno Jr Trustee	6/30/21	(\$4,340.43)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	157 Waterman St Unit 2-6
013-0314-0000	2020	Brown University	6/21/21	(\$39,097.08)	ab	Exempt	declared exempt 12/24/2019- MOU payments commence year 1 (2020) through year 15	Jmuscatelli	450 Brook St
013-0314-0000	2021	Brown University	6/24/21	(\$39,097.08)	ab	C	declared exempt-billed in error	Jmuscatelli	450 Brook St
014-0589-106N	2021	Patrick A Naughton	6/30/21	(\$1,958.78)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	1 Wayland Ave Unit 106N
016-0196-0000	2021	EMU Residence Pattners LLC	6/24/21	(\$18,916.97)	ab	Set	settlement agreement signed 10/7/2020	Dstone	99 Power St
017-0650-0000	2019	75 East St LLC	6/9/21	(\$13,509.28)	ab	Set	Per Settlement agreement	Jmontague	180 George M. Cohan Blvd
017-0650-0000	2020	75 East St LLC	6/4/21	(\$13,509.28)	ab	Set	settlement signed 1/21/2021	Jmuscatelli	180 George M. Cohan Blvd
019-0129-0000	2020	Rhode Island Community Foundation	6/29/21	(\$14,867.19)	ab	BTAR	BTAR reduction from \$6,856,600 to \$6,451,500	Jmontague	1 Union Station
020-0154-0000	2020	Lerner Associates LLC	5/3/21	(\$7,507.16)	ab	TS	Injunction filed P-C-2020-04757 1st & 2nd qtr. to remain the same as 4th qtr. of 2019 bill, amended to include 3rd & 4th quarters too	Dstone	210 Westminster St
020-0381-0000	2020	Harrsburg Associates Inc	5/3/21	(\$6,570.44)	ab	TS	Injunction P-C-2020-04757 1sr & 2nd qtr taxes to remain the same as qtr.4 from 2019 billing, amended to 3rd & 4th quarters per EP & LF	Dstone	220 Westminster St
026-0367-0111	2021	Meghamsh Kanuparthly	6/30/21	(\$1,233.85)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	1000 Providence Pl Unit 111
026-0367-0264	2021	Xuijuan Wang	6/30/21	(\$1,151.87)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	1000 Providence Pl
027-0001-0112	2020	Todd Grant	6/7/21	(\$1,478.87)	ab	HSOO	Prorate Sept-Dec(4mths)	Jmontague	532 Kinsley Ave Unit 112
030-0332-0000	2021	Yerardin J Javier De Amparo	6/30/21	(\$1,151.87)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	34 Warren St
031-0319-0000	2021	Jose L Garcia	6/30/21	(\$1,257.33)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	160 Bellevue Ave
034-0375-00TX	2020	Groden Center Inc	6/29/21	(\$7,604.27)	ab	Exempt	tax exempt	Epare	662 Manton Ave
034-0375-00TX	2021	Groden Center Inc	6/29/21	(\$7,604.24)	ab	Exempt	tax exempt	Epare	662 Manton Ave
034-0391-0000	2021	Crystal Martinez	6/30/21	(\$1,582.27)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	48-50 Ridgeway Ave
035-0334-0000	2020	46 Dike Street Holdings LLC	6/9/21	(\$13,594.20)	ab	TS	Agreed base assessment per TSA signed 1/21/2021	Jmuscatelli	46 Dike St
036-0130-0000	2021	Haley Hardwick Witman	6/30/21	(\$1,724.94)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	57 Wood St
038-0079-0000	2020	Epoch Sll Inc	6/29/21	(\$59,916.42)	ab	FA	1st appeal red from \$15,281,600 to \$13,649,000	Jmontague	353 Blackstone Bi
039-0181-0006	2021	Bianca K Gray	6/30/21	(\$831.55)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	539 Lloyd Ave
042-0101-0000	2021	Lavidania Sanchez	6/30/21	(\$2,378.42)	ab	HSOO	Recertify homestead	Jmontague	189 Althea St
042-0169-0000	2021	ROSALIO C MENDEZ	6/30/21	(\$2,090.58)	ab	HSOO	Homestead applied	Jmontague	243 Waldo St
042-0441-0000	2020	OSWALDO VARGAS	4/20/21	(\$1,719.89)	ab	HSOO	Homestead applied w/ 12% penalty	Dstone	283 Waldo St
043-0705-0000	2021	Marleine D Andre	6/30/21	(\$712.92)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	93 Wadsworth St
047-0601-0000	2016	AARE LLC	5/7/21	(\$30,850.00)	ab	Set	settlement tax years 2016-2020 mjerzyk	epare	434 Aliens Ave
047-0601-0000	2017	AARE LLC	5/7/21	(\$30,850.00)	ab	Set	settlement tax years 2016-2020 mjerzyk	epare	434 Aliens Ave
047-0601-0000	2018	AARE LLC	5/7/21	(\$30,850.00)	ab	Set	settlement tax years 2016-2020 mjerzyk	epare	434 Aliens Ave
047-0601-0000	2019	AARE LLC	5/7/21	(\$23,620.00)	ab	Set	settlement tax years 2016-2020 mjerzyk	epare	434 Aliens Ave
047-0601-0000	2020	AARE LLC	5/7/21	(\$23,620.00)	ab	Set	settlement tax years 2016-2020 mjerzyk	epare	434 Aliens Ave
048-0044-0000	2021	Rebecca Gibbs	6/30/21	(\$776.51)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	161 Briggs St
048-0891-0000	2021	Edward Cruz Rodriguez	6/30/21	(\$1,073.39)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	119 Houston St
052-0117-0000	2021	Denise M Santos	6/30/21	(\$2,370.56)	ab	HSOO	Homestead applied	Jmontague	82 Adelaide Ave
052-0317-8LAW	2020	Adelaide Avenue Limited Partnership	4/5/21	(\$1,760.00)	ab	8L	Gpr adjustment	Jmuscatelli	203 Adelaide Ave
053-0276-0000	2021	Yajaira J Navarro Morel	6/30/21	(\$985.12)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	57 Corinth St

Real Estate Abatelements
April 1, 2021 to June 30, 2021

053-0598-0000	2021	SUSAN ANDERSON	6/30/21	(\$1,950.07)	ab	HSOO	Recertify homestead	Jmontague	84 Gallatin St
054-0046-0000	2020	Janie C Curtis	4/28/21	(\$511.00)	ab	E	elderly should not have been removed	Dstone	22 Wyatt St
054-0155-0000	2020	65 Pavilion LLC	5/5/21	(\$8,213.47)	ab	BTAR	BTAR reduction from \$1,105,700 to \$881,900	Jmontague	35 Hylestead St
059-0050-0000	2020	Dilia Vidal	4/28/21	(\$1,538.22)	ab	HSOO	16% penalty/late filing	Jmontague	27 Cyr St
059-0814-0000	2021	Priscila Pizzaro	6/30/21	(\$1,262.50)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	67 Verdale Ave
060-0129-0000	2020	Lauren O'Jea	4/21/21	(\$2,378.40)	ab	HSOO	Recertify & reinstate homestead	Jmontague	248 Warrington St
062-0226-0000	2020	Ann Muench	5/13/21	(\$511.00)	ab	E	elderly should have not been removed	Dstone	33 Barslow St
064-0505-0000	2021	Caroline Antoine	6/30/21	(\$1,172.52)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	144 Mount Pleasant Ave
065-0202-0000	2021	Herminea F Santos Vargas	6/30/21	(\$1,406.88)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	107 Harold St
069-0138-0000	2020	VILMA PONCE	4/27/21	(\$1,729.02)	ab	HSOO	homestead should not have been removed	Dstone	93 Ruggles St
069-0481-0000	2020	Karen Tavares	6/17/21	(\$1,631.35)	ab	HSOO	12% penalty/late filing hs	Jmontague	77 Pekin St
069-0660-8LAW	2020	Smith Hill Community Dev Corp	6/7/21	(\$1,489.36)	ab	8L	GPR rent calc error	Jmuscatelli	300 Douglas Ave
072-0389-0000	2020	Alla Kapustin	4/2/21	(\$1,977.68)	ab	HSOO	Recertified for HS	Jmontague	90 Flora St
073-0074-0000	2020	Nicholas Cookson	6/22/21	(\$1,977.68)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	23 Fifth St
085-0378-0000	2021	D/Roxvi Lopez	6/30/21	(\$1,036.70)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	29 Rome Ave
086-0063-0000	2021	Charles Wilcox	6/30/21	(\$2,848.14)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	279 Doyle Ave
086-0461-0000	2021	Leslie J Kane	6/29/21	(\$6,661.65)	ab	HSOO	Homestead applied. Homestead-2021-380933	Jmuscatelli	70 Freeman Pkwy
087-0107-0000	2021	Iberka Castillo	6/30/21	(\$1,446.44)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	236 Indiana Ave
087-0201-0000	2020	Felix Delgado-Jones	4/8/21	(\$1,861.33)	ab	HSOO	12% penalty/late filing	Jmontague	196 Ohio Ave
087-0682-0000	2021	Eduvigen Gomez Cuevas	6/30/21	(\$1,302.62)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	132 Indiana Ave
090-0095-0000	2021	Anthony Czimmer	6/30/21	(\$2,326.36)	ab	HSOO	Homestead applied	Jmontague	4 Parkside Dr
091-0644-0000	2020	Jessica C Lizotte Overlan	4/8/21	(\$3,453.73)	ab	HSOO	12% penalty late filing	Jmontague	153 Chace Ave
098-0363-0000	2021	Alyssa M Leech	6/30/21	(\$1,120.35)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	129 Paul St
105-0102-0000	2020	NORMAN ELMAN Trustee	5/26/21	(\$5,695.84)	ab	FA	1st appeal reduction from \$214,000 to \$58,800... condemned & vacant lot	Jmontague	88 Plainfield St
109-0054-0000	2021	Yaniri R Toribio-Peralta	6/30/21	(\$2,275.27)	ab	HSOO	Homestead applied	Jmontague	604 Union Ave
113-0032-0000	2021	Juan Jimenez	6/30/21	(\$1,761.47)	ab	HSOO	Homestead applied	Jmontague	65 Kinfield St
113-0171-0000	2021	Arelis Frias	6/30/21	(\$1,398.95)	ab	HSOO	Homestead applied	Jmontague	23 Hilarity St
113-0410-0000	2021	Imperial Investments Inc.	6/30/21	(\$998.89)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	19 Dresser St
116-0017-0000	2019	JEANNE M ROY	6/15/21	(\$1,609.17)	ab	HSOO	Homestead removed in error...same name homeowner	Jmontague	46 Bolton Ave
116-0017-0000	2020	JEANNE M ROY	6/15/21	(\$1,609.21)	ab	HSOO	Homestead removed in error...same name homeowner	Jmontague	46 Bolton Ave
118-0130-0000	2021	Michael P Murphy	6/30/21	(\$1,298.60)	ab	HSOO	Prorate Jun-Dec(7mths)	Jmontague	47 Iona St
119-0151-0000	2021	Bruno Grande	6/25/21	(\$1,513.87)	ab	HSOO	Homestead-2021-32463f homestead approved	Jmuscatelli	35 Liege St
121-0251-0000	2021	Erin W P Nocera	6/28/21	(\$3,694.81)	ab	HSOO	Homestead app. was approved. homestead-2021-acb81a	Jmuscatelli	1 Elmcrest Ave
				(\$516,543.80)					

Real Estate Abatements
April 1, 2021 to June 30, 2021

Sum of AMOUNT	
Reason Code	Total
8L	(\$3,249.36)
BTAR	(\$39,973.67)
C	(\$39,097.08)
E	(\$1,022.00)
Exempt	(\$54,305.59)
FA	(\$65,612.26)
HSOO	(\$99,886.51)
Set	(\$185,725.53)
TS	(\$27,671.80)
Grand Total	(\$516,543.80)

8 LAW
BOARD OF TAX REVIEW
EXEMPT
EXEMPT
EXEMPT
FIRST APPEAL
HOMESTEAD
SETTLEMENT
TAX STABILIZATION

Sum of AMOUNT	
YEAR	Total
2016	(\$30,850.00)
2017	(\$30,850.00)
2018	(\$30,850.00)
2019	(\$38,738.45)
2020	(\$242,359.38)
2021	(\$142,895.97)
Grand Total	(\$516,543.80)

Sum of AMOUNT	
MODIFIED BY	Total
Dstone	(\$37,465.48)
Epare	(\$154,998.51)
Jmontague	(\$203,662.48)
Jmuscatelli	(\$120,417.33)
Grand Total	(\$516,543.80)

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of October 7, 2020, between the City of Providence, Rhode Island (the "City") on the one hand and EMJ Residence Partners, LLC, ("EMJ") on the other hand.

WHEREAS, EMJ owns improved real property in the City located at 99 Power Street in Providence, more particularly described as Assessor's Plat 16, Lot 196 (the "Property"); and

WHEREAS, EMJ has filed lawsuits against the City in the Superior Court for Providence County, Rhode Island seeking to recover property taxes paid to the City in connection with the Property for each of tax years 2016, 2017, 2018, and 2019, said actions being captioned *EMJ Residence Partners, LLC vs. Quinn*, PC 2017-1651, *EMJ Residence Partners, LLC vs. Jankowski*, PC-2019-4822, *EMJ Residence Partners, LLC vs. Jankowski*, PC-2019-4823, and *EMJ Residence Partners, LLC vs. Pare*, PC-2020-02563 (collectively, the "Actions"); and

WHEREAS, EMJ has filed appeals with the Assessor in connection with the Property for tax years 2013, 2014, 2015, and 2020 (said appeals, together with the Superior Court case, referenced herein as the "Appeals");

WHEREAS, the City has denied all of the material allegations in the Appeals; and

WHEREAS, the parties wish to resolve the Appeals without the costs and burdens associated with further litigation;

NOW, THEREFORE, for valuable consideration the receipt of which each party acknowledges, the parties hereby agree and promise as follows:

1. Credit Applied To Tax Bills. The City will recognize and apply a credit in the total annual amount of \$18,916.97 (Eighteen thousand nine hundred and sixteen dollars and ninety-seven

cents) (the "Credit"). The Credit will be applied to the real property taxes for the Property, starting with the payment due October 2020. The Credit will be applied in full to each bill until exhausted. The Credit may be transferred to another parcel of real property upon subsequent written agreement of the parties or their assigns.

2. Valuation of the Property. The parties agree that the City will value the Property for tax years 2020 and 2021 at a value of \$1,777,700 (one million seven hundred seventy-seven thousand seven hundred dollars). The 2020 assessment and remaining associated tax bill shall be adjusted and reissued to reflect this agreed-upon valuation. Absent any material change to the condition of the Property during this time, EMJ agrees to waive its right of appeal for tax year 2021, provided that the assessed value does not exceed \$1,777,700.
3. Dismissal of Appeals. EMJ agrees to withdraws all the Appeals. Within one (1) week from the date of the full execution of this Agreement, EMJ shall file a stipulation in each of the Actions, stating that EMJ's Complaint is dismissed with prejudice, the parties shall bear their own attorneys' fees and costs, and all rights of appeal are waived. If EMJ does not file such stipulations within one week, the City shall have the right and authority to file such stipulations.
4. Costs and Fees. EMJ and the City shall bear their own costs and attorney fees with respect to the Appeals.
5. Representations and Warranties. EMJ and the City each represents and warrants that (a) it has the full right, power and authority to enter into this Agreement and (b) that it has received independent legal advice with respect to the advisability of entering into this Agreement.
6. Governing Law. This Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.

7. Drafting Parties. Each party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each party hereto.
8. Enforcement. This Agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. The parties hereto may take any action in law or in equity required to enforce their rights under this Agreement.
9. Execution. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
10. Severability Clause. Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EMJ RESIDENCE PARTNERS, LLC

By: 

Name: Michael W. Joukowsky

Title: Manager

CITY OF PROVIDENCE

By: 

Name: Elvise M. Parisi

Title: City Assessor

Approved for Form and Correctness:

By: 

Name: JEFF DANA

Title: CITY SOLICITOR

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of ^{January} ~~December~~ 19, 2020²¹ by and between the City of Providence, Rhode Island (the "City"), on the one hand, and 75 East St., LLC ("75 EAST"), on the other hand.

WHEREAS, 75 EAST owns improved real property in the City located at 180 George M. Cohan Blvd (Plat 17, Lot 650) (the "Property"); and

WHEREAS, 75 EAST filed a lawsuit against the City in the Superior Court for Providence County, Rhode Island seeking to recover property taxes paid to the City in connection with the Property for tax year 2019, said action being captioned: 75 East St., LLC v. Elyse Pare, Tax Assessor, PC 2020-02680; (the "Action"); and

WHEREAS, 75 EAST has filed an administrative appeal with the Tax Assessor in connection with the Property for tax year 2020 (said appeal, together with the Action, referenced herein as the "Appeals");

WHEREAS, the City has denied all of the material allegations in the Appeals; and

WHEREAS, the parties wish to resolve the Appeals without the costs and burdens associated with further litigation;

NOW, THEREFORE, for valuable consideration the receipt of which each party acknowledges, the parties hereby agree and promise as follows:

1. Reduced Assessment

The parties agree that the assessment on the Property shall be reduced to \$2,750,000.00 for tax year 2019 and 2020.

2. Meeting with the Tax Assessor

The City agrees that the Tax Assessor shall meet with 75 East and/or its representatives, upon request by 75 East, in or about the spring of 2021 prior to the issuance of the tax bill to discuss the tax assessment of the Property for the 2021 tax year.

3. Credit Applied to Tax Bills

The City shall apply a property tax abatement credit in the total amount of \$13,509.28 (Thirteen Thousand Five Hundred and Nine and 28/100 Dollars) spread evenly against the taxes due and owing on the Property for Q3 and Q4 of TY 2020 (the "Credit"). After application of the Credit, the remaining taxes due and owed for Q3, and Q4 of tax year 2020 shall be \$21,853.93 per quarter.

4. Dismissal of Action and Appeal.

Within one (1) week from the date of the full execution of this Agreement by all parties, 75 EAST shall file a dismissal stipulation in the Action, stating that 75 EAST's Complaint is dismissed with prejudice and the parties shall bear their own attorneys' fees and costs. If 75 EAST does not file such a stipulation within one week, the City shall have the right and authority to file such stipulation. 75 EAST waives any right whatsoever to further appeal tax year 2020.

5. Representations And Warranties

75 EAST and the City each represents and warrants that i) it has the full right, power and authority to enter into this Agreement and ii) that it has received independent legal advice with respect to the advisability of entering into this Agreement.

6. Governing Law

This Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.

7. Drafting Parties

Each party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each party hereto.

8. Enforcement

This Agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. The parties hereto may take any action in law or in equity required to enforce their rights under this Agreement.

9. Execution/Counterparts

The parties agree that this Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

10. Severability

Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

75 EAST ST, LLC

By: Scot Casto

Name: Scot Casto

Title: Agent

CITY OF PROVIDENCE

By: Elyse Marie

Name: Elyse Marie

Title: City Assessor

Approved as to Form and Correctness:

By: Jeff Davis

Name: Jeff Davis

Title: City Solicitor

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made as of May 11, 2021 by and between the City of Providence, Rhode Island (the “City”) and AARE, LLC (“AARE”). The City and AARE are collectively referred to herein as the “Parties.”

WHEREAS, AARE owns property located at 434 Allens Ave. in the City which is designated as account number 04706010000 or Assessors Plat 47, Lot 601, (the “Property”); and

WHEREAS, AARE filed five lawsuits against the City in the Superior Court for Providence County, Rhode Island seeking to recover property taxes it has paid to the City in connection with the Property for tax years 2015, 2016, 2017, 2018, 2019 and 2020; and

WHEREAS, said actions are captioned as follows *AARE, LLC v. David L. Quinn, II in his capacity as Tax Assessor for the City of Providence*, C.A. No. PM-2017-4884 and *AARE, LLC v. Thaddeus J. Jankowski, Jr., in his capacity as Tax Assessor for the City of Providence*, C.A. No. PM-2019-3339 ; and

WHEREAS said actions having been consolidated into civil action number PM-2017-4884 (hereinafter, the “Action”); and

WHEREAS, the City has denied all of the material allegations in the Action; and

WHEREAS, the parties wish to resolve the Action without the cost and burdens associated with further litigation;

NOW, THEREFORE, for valuable consideration the receipt of which each party acknowledges, the parties hereby agree and promise as follows:

1. Tax Credit. There shall be no tax credit relative to tax year 2015, but there shall be for years 2016 through 2021. As such, the City shall reduce and credit AARE’s account in

the amount of \$139,790, to reflect the settlement assessment of \$2,000,000 for tax years 2016 through 2020.

2. Assessment for Tax Year 2021. \$2 million is the assessment of the Property, and the assessment for Tax Year 2021 and associated tax bill shall be adjusted and issued to reflect this agreed-upon valuation.
3. Release and Waiver. AARE and the City hereby acknowledge that this Settlement Agreement resolves, releases and waives any further dispute with regard to the real property tax assessed, levied and paid on the Property for the Tax Years 2015, 2016, 2017, 2018, 2019 and 2020. Therewith, the parties agree that there will be no further assessment, levy or payment by AARE with regard to real property taxes assessed and levied on the Property for Tax Years 2015, 2016, 2017, 2018, 2019 and 2020.
4. Dismissal of Action. Within five (5) business days of the execution of this Agreement, AARE shall cause the Action to be dismissed with prejudice by filing a Stipulation of Dismissal in a form agreed to by the Parties. Further, any right to appeal tax years 2015 to 2021 shall be extinguished upon execution of this Agreement.
5. Costs and Fees. AARE and the City shall bear their own costs and attorney fees with respect to the Action.
6. Representations and Warranties. AARE and the City each represents and warrants that i) it has the full right, power and authority to enter into this Settlement Agreement and ii) that it has received independent legal advice with respect to the advisability of entering into this Settlement Agreement.
7. Governing Law. This Settlement Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.

8. Drafting Parties. Each party and its counsel have reviewed and revised this Settlement Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Settlement Agreement shall be deemed to have been drafted by each party hereto.
9. Enforcement. This agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. The parties hereto may take any action in law or in equity required to enforce their rights under this Settlement Agreement.
10. Execution. It is hereby expressly agreed by the parties that this agreement may be signed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
11. Severability Clause. In the event that any provision of this Settlement Agreement should be deemed to be void, voidable, or unenforceable by a court of competent jurisdiction the remaining portions hereof shall remain in full force and effect in perpetuity.
12. Miscellaneous. The parties hereby acknowledge that this Settlement Agreement is the result of a compromise of a disputed claim and shall never at any time or for any purpose be considered as an admission of liability or responsibility of any party identified herein.
13. Modification. This Settlement Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Settlement Agreement. All modifications must be in writing and duly executed by all parties.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of
the date first written above.

CITY OF PROVIDENCE



By: Elyse Pare
Its: Tax Assessor

AARE, LLC



By: Ralph Sevinor
Its: Manager

Tangible Abatement Report
April 1, 2021 to June 30, 2021

ACCOUNT	NAME	YEAR	ENTRY_DATE	AMOUNT	TYPE	NOTES	REASON_CODE	MODIFIED BY
99307150	Mcallister Towing Of Narragans	2021	06/24/2021	(\$215,946.00)	ab	Per settlement agreement signed 3/24/2021	Set	Dstone
99344310	Airgas Usa Llc	2021	06/24/2021	(\$30,000.00)	ab	Per settlement agreement signed 9/28/2020	Set	Dstone
99347620	Walco Electric Company	2021	06/24/2021	(\$14,982.32)	ab	Account is tax exempt-see taxes under 99168060	EX Tang	Kscarcella
				(\$260,928.32)				

Tangible Abatement Report
April 1, 2021 to June 30, 2021

Sum of AMOUNT	
REASON_CODE	Total
EX Tang	(\$14,982.32)
Set	(\$245,946.00)
Grand Total	(\$260,928.32)

EXEMPT
SETTLEMENT

Sum of AMOUNT	
YEAR	Total
2021	(\$260,928.32)
Grand Total	(\$260,928.32)

Sum of AMOUNT	
MODIFIED BY	Total
Dstone	(\$245,946.00)
Kscarcella	(\$14,982.32)
Grand Total	(\$260,928.32)

AGREEMENT

NOW, THEREFORE, in consideration of and exchange of the mutual promises and covenants herein contained, the receipt, adequacy, and sufficiency of which are expressly recognized for all purposes, the Parties, intending to be legally bound, agree as follows:

1. **Abatement and Settlement Credits to McAllister Towing.** The City of Providence agrees to abate the Assessments against McAllister Towing in the amount of Seven Hundred Fifty Four Thousand Five Hundred and Three Dollars **\$754,503.00** (the "**Settlement Credits**"). The Settlement Credits shall be applied as credits to offset the total tangible personal property taxes assessed and imposed against McAllister Towing by the City of Providence. The Settlement Credits will be applied against McAllister Towing's fourth quarter tangible personal property tax payment for tax year 2020, and then towards each successive quarterly tangible personal property tax payment until the Settlement Credits are fully exhausted. The Settlement Credits will be applied by the first day of each of these quarters. It is the understanding of the Parties that the Settlement Credits will likely take several years to be fully exhausted, and that until such time, McAllister Towing will not be responsible for any tangible personal property tax payments to the City of Providence. It is also the understanding of the Parties that the Tax Assessor will timely apply all Settlement Credits against McAllister's tangible personal property tax payments, and that McAllister Towing will not incur any tax penalty in connection with payments covered by application of the Settlement Credits.

2. **Tax Assessor's Itemizations for Future Tax Years.** Upon request, the Tax Assessor will also provide McAllister Towing with the applicable itemized tax sheet for their tangible personal property account (currently Account No. 99307150). Such an itemized tax sheet will set forth the tangible property comprising the tax bill and the underlying valuations for said property, and will be provided within a reasonable time.

3. **General Release.** The Parties agree to the following General Releases, which are contingent on, and become effective only after, the Tax Assessor's application of all of the Settlement Credits to McAllister Towing as described in Paragraph 1 above:

McAllister Towing, for itself, and its past and present officers, directors, predecessors, successors, agents, affiliates, assigns, attorneys and representatives (collectively, the "**McAllister Parties**"), for and in consideration of the execution of this Agreement, the application of the Settlement Credits described within this Agreement and the performance by the City of Providence of its other obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge the Tax Assessor, her respective past and present agents, heirs, assigns, attorneys and representatives, and the City of Providence, of and from any actions and causes of actions, suits, torts, debts, dues, account bonds, negotiable instruments, money orders, covenants, contracts, agreements, judgments, claims, any rights of contribution or indemnity, and any demands, whether now existing or hereafter arising, primary or secondary, actual or contingent, whatsoever in law or equity,

arising from and/or asserted through the Assessments and/or the Actions (the "McAllister Towing Claims") against the Tax Assessor or the City of Providence it now has, or hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever from the beginning of the world through the effective date of this Agreement. The McAllister Towing Claims released in this Agreement do not extend beyond the Assessments and/or the Actions, as those terms are specifically defined in this Agreement.

The Tax Assessor, her respective past and present agents, heirs, assigns, attorneys and representatives, and the City of Providence, for and in consideration of the execution of this Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge the McAllister Parties of and from any actions and causes of actions, suits, torts, debts, dues, account bonds, negotiable instruments, money orders, covenants, contracts, agreements, judgments, claims, counterclaims and any rights of contribution or indemnity, and demands whether now existing or hereafter arising, primary or secondary, actual or contingent, whatsoever in law or equity, arising from and/or asserted through the Assessments and/or the Actions against the McAllister Parties it now has, or hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever from the beginning of the world through the effective date of this Agreement.

Nothing in these general releases shall prohibit any Party from seeking to enforce this Agreement.

4. **Dismissal of the Actions.** Within a reasonable time following the Effective Date, the Parties shall voluntarily dismiss each of the Actions and all claims asserted therein by filing the Stipulations of Dismissal attached hereto as **Exhibit A**.

5. **No Admission.** Notwithstanding any waiver of claims herein, this Agreement is intended only to be an expeditious resolution of the disputes among the Parties and not a factual or legal determination of the issues resolved by or described in this Agreement. Nothing contained in this Agreement constitutes an admission by any Party hereto.

6. **Scope of Agreement.** The Parties jointly acknowledge that the scope of this Agreement is expressly limited to the Assessments and Actions. This Agreement or any resulting application of the Settlement Credits will not in any way affect, limit, prejudice, or preclude McAllister Towing's right to contest any real property assessment issued by the City of Providence or any tangible personal property assessment issued by the City of Providence after tax year 2016 in accordance with Chapter 5 of Title 44 of the General Laws and/or any other applicable rule or law. It is expressly understood by the Parties that application of the Settlement Credits by the City of Providence to McAllister Towing's quarterly tax payments will not in any way affect, limit, prejudice, or preclude McAllister Towing from pursuing a judgment, interest, and costs against the Tax Assessor and/or City of Providence for any current or future tax year as

provided under R.I. Gen. Laws §§ 44-5-30 and 44-5-31. For purposes of these provisions, McAllister Towing's tangible personal property taxes will be considered to be paid on the first day of each quarter that the Tax Assessor applies the Settlement Credits to McAllister Towing's quarterly tax payments, to the extent that the Settlement Credits cover the amount of taxes owed by McAllister Towing for that quarter.

7. **Complete Agreement.** This Agreement is the complete agreement between the Parties. This Agreement may not be changed orally, but only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. The Parties represent and acknowledge that in executing this Agreement they have not relied on any representation or statement not set forth herein. This Agreement herein shall take effect as an instrument under seal and shall be governed and construed in accordance with the laws of the State of Rhode Island; the Home Charter Rule of the City of Providence; and the City of Providence Code of Ordinances.

8. **Enforceability and Choice of Venue.** Any action seeking to enforce the provisions of this Agreement shall be brought in the appropriate state or federal court in Providence County, Rhode Island.

9. **Attorney's Fees.** The Parties agree to bear their own costs and attorneys' fees with respect to the McAllister Towing Claims. In the event of a material breach of this Agreement, the non-breaching Party shall be entitled to all attorney's fees incurred for the successful enforcement hereof.

10. **Paragraph Headings.** The paragraph captions in this Agreement are for convenience only and shall not affect the meaning of the provisions of or be used in construing this Agreement.

11. **Amendment.** This Agreement may not be terminated, amended or modified in any way except by written instrument signed by all Parties.

12. **Authority to Enter Agreement.** Each Party warrants that the person signing this Agreement is authorized and empowered to sign this Agreement on its behalf and to bind such Party to the terms of this Agreement. The Parties further state they have carefully read this Agreement, they have been advised by independent counsel, and that they fully understand its final and binding effect.

13. **Drafting Parties.** Each Party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each Party hereto.

14. **Successors and Assigns.** This Agreement encompasses and is binding upon McAllister Towing's and the Tax Assessor's respective subsidiaries, affiliated and related entities, and its past, present, or future directors, administrators, officers, employees, agents, attorneys, representatives, successors and assigns.

15. **Severability.** Should any portion of this Agreement be declared void or unenforceable, that portion will be considered independent and severable from the remainder, the validity of which shall remain unaffected, provided that this Agreement shall not be applied so as to defeat the primary intent of the Parties: dismissal of the Actions and waiver of claims in exchange for the Settlement Credits as outlined in Paragraphs 1 through 4 above.

16. **Exhibits.** All exhibits attached hereto are by this reference incorporated fully herein.

17. **No Implied Waiver.** The failure of the Parties, at any time, to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of any right or power at any other time.

18. **Cooperation.** The Parties agree to execute any and all supplemental documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement that are not inconsistent with its terms.

19. **Counterparts.** This Agreement may be executed in counterparts and when the Parties have signed and delivered to each other at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all Parties. The Parties further agree that delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES TO FOLLOW

WHEREAS, McAllister Towing has appealed the 2016 Assessment to the Tax Assessor and to the Board of Assessment Review and then filed a civil action with the Rhode Island Superior Court, Providence County (PC-2018-0987), challenging the 2016 Assessment (the "2016 Action," and together with the 2012 Action, the 2013 Action, the 2014 Action, and the 2015 Action, the "Actions");

WHEREAS, through the 2012 Action, the 2013 Action, the 2014 Action, and the 2015 Action, McAllister Towing has alleged that any taxation attributable to the Rainbow is illegal because the Rainbow did not have a taxable situs in the State of Rhode Island for each of those tax years;

WHEREAS, through the 2013 Action and the 2014 Action, McAllister Towing has alleged that any taxation attributable to the Iona is illegal because the Iona did not have a taxable situs in the State of Rhode Island for each of those tax years;

WHEREAS, through the 2013 Action and the 2014 Action, McAllister Towing has alleged that the Puma and the Reliance have been overvalued;

WHEREAS, through the 2015 Action, McAllister Towing has alleged that the Iona, the Shannon, the Puma, and the Reliance have been overvalued;

WHEREAS, through the 2016 Action, McAllister Towing has alleged that the Shannon, the Reliance, and the Matthew have been overvalued;

WHEREAS, through the 2012 Action, McAllister Towing has alleged that a surcharge included within the 2012 Assessment resulting in an additional \$71,528.63 of taxation, which was not included within the Tax Assessor's internal 2012 tax sheet, is illegal (the "2012 Surcharge");

WHEREAS, through the 2014 Action, McAllister Towing has alleged that a surcharge included within the 2014 Assessment resulting in an additional \$27,438.23 of taxation, which was not included within the Tax Assessor's internal 2014 tax sheet, is illegal (the "2014 Surcharge");

WHEREAS, McAllister Towing has paid under protest all quarterly tax payments associated with the 2012 Assessment, the 2013 Assessment, the 2014 Assessment, the 2015 Assessment, and the 2016 Assessment;

WHEREAS, the Tax Assessor has denied all of the material allegations in the Actions;
and

WHEREAS, the Parties wish to avoid any further time and expense associated with the Actions, and fully settle and compromise all claims which they have or might have against each other associated with the Assessments.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and among McAllister Towing of Narragansett Bay, LLC ("McAllister Towing") and Elyse Paré, in her capacity as Tax Assessor for the City of Providence ("Tax Assessor"), jointly referred to in this Agreement as the "Parties" and each individually, as the context may require, as a "Party." The Agreement shall be effective and binding upon the last date of execution by the signatories below (the "Effective Date").

RECITALS

WHEREAS, McAllister Towing is the owner and operating entity of various tugboats, including the tugboat Rainbow (the "Rainbow"), the tugboat Iona (the "Iona"), the tugboat Puma (the "Puma"), the tugboat Reliance (the "Reliance"), the tugboat Shannon (the "Shannon"), and the tugboat Matthew (the "Matthew");

WHEREAS, the Tax Assessor has assessed certain tangible personal property of McAllister Towing under Account No. 99307150 for tax year 2012 (the "2012 Assessment"), tax year 2013 (the "2013 Assessment"), tax year 2014 (the "2014 Assessment"), tax year 2015 (the "2015 Assessment"), and tax year 2016 (the "2016 Assessment," and together with the 2012 Assessment, the 2013 Assessment, the 2014 Assessment, and the 2015 Assessment, the "Assessments");

WHEREAS, the City of Providence has levied tangible personal property taxes on McAllister Towing based on the 2012 Assessment, the 2013 Assessment, the 2014 Assessment, the 2015 Assessment, and the 2016 Assessment;

WHEREAS, McAllister Towing has appealed the 2012 Assessment to the Tax Assessor and to the Board of Assessment Review and then filed a civil action with the Rhode Island Superior Court, Providence County (PC-2013-1605), challenging the 2012 Assessment (the "2012 Action");

WHEREAS, McAllister Towing has appealed the 2013 Assessment to the Tax Assessor and to the Board of Assessment Review and then filed a civil action with the Rhode Island Superior Court, Providence County (PC-2014-3052), challenging the 2013 Assessment (the "2013 Action");

WHEREAS, McAllister Towing has appealed the 2014 Assessment to the Tax Assessor and to the Board of Assessment Review and then filed a civil action with the Rhode Island Superior Court, Providence County (PC-2015-2030), challenging the 2014 Assessment (the "2014 Action");

WHEREAS, McAllister Towing has appealed the 2015 Assessment to the Tax Assessor and to the Board of Assessment Review and then filed a civil action with the Rhode Island Superior Court, Providence County (PC-2016-2072), challenging the 2015 Assessment (the "2015 Action");

APPROVED: SETTLEMENT AGREEMENT

**ELYSE PARÉ, in her capacity as Tax Assessor
for the City of Providence,**

Elyse M. Paré
By: Elyse M. Paré
Title: CITY ASSESSOR

DATED: March 24th, 2021

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 24th day of March, in the year 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Elyse Paré, in her capacity as Tax Assessor for the City of Providence, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Settlement Agreement and acknowledged to me that she freely and voluntarily executed the same in her capacity, and that by her signature on the Settlement Agreement, the individual, or the person upon behalf of which the individual acted, executed the Settlement Agreement.

Colleen Crenley
Notary Public
My Commission expires: 9/14/2022
#56723

Settlement Agreement reviewed for form and correctness:

Dated: March , 2021

Lisa Fries, Senior Assistant City Solicitor
City of Providence

APPROVED AS TO FORM AND SUBSTANCE: SETTLEMENT AGREEMENT

McALLISTER TOWING OF
NARRAGANSETT BAY, LLC,

Brian B.A. McAllister

By: Brian B.A. McAllister
Title: President

DATED: March 18th, 2021

STATE OF New York
COUNTY OF Westchester

On the 18th day of March, in the year 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Brian B.A. McAllister on behalf of McAllister Towing of Narragansett Bay, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Settlement Agreement and acknowledged to me that he/she freely and voluntarily executed the same in his/her capacity, and that by his/her signature on the Settlement Agreement, the individual, or the person upon behalf of which the individual acted, executed the Settlement Agreement.

Faye Figueroa
Notary Public
My Commission expires: 2/10/2024



APPROVED: SETTLEMENT AGREEMENT

**ELYSE PARÉ, in her capacity as Tax Assessor
for the City of Providence,**

By: _____
Title: _____

DATED: March ____, 2021

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the ____ day of March, in the year 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Elyse Paré, in her capacity as Tax Assessor for the City of Providence, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Settlement Agreement and acknowledged to me that she freely and voluntarily executed the same in her capacity, and that by her signature on the Settlement Agreement, the individual, or the person upon behalf of which the individual acted, executed the Settlement Agreement.

Notary Public
My Commission expires: _____

Settlement Agreement reviewed for form and correctness:

Dated: March 16, 2021



Lisa Fries, Senior Assistant City Solicitor
City of Providence

4847-8918-1151.1

Exhibit A

SUPERIOR COURT

C.A. No.: PC-2013-1605

DAVID QUINN, in his capacity as Acting :
Tax Assessor for the City of Providence; and the :
PROVIDENCE BOARD OF TAX ASSESSMENT :
REVIEW, :
Respondents. :

STIPULATION OF DISMISSAL

Pursuant to *Sup. Ct. R. Civ. P. 41(a)(1)(B)*, Petitioner McAllister Towing of Narragansett Bay, LLC and Respondents David Quinn, in his capacity as Acting Tax Assessor for the City of Providence, and the Providence Board of Tax Assessment Review hereby stipulate and agree that all claims asserted in this action shall be and are hereby dismissed, without costs, without attorneys' fees, and waiving all rights of appeal.

**DAVID QUINN, in his capacity as Acting
Tax Assessor for the City of Providence;
and the PROVIDENCE BOARD OF TAX
ASSESSMENT REVIEW**

By their Attorneys,

/s/ Nicholas P. Poulos
Nicholas P. Poulos (#9676)
Assistant City Solicitor
CITY OF PROVIDENCE
444 Westminster Street, Suite 220
Providence, RI 02903
Tel: (401) 680-5333
npoulos@providencerci.gov

1

CERTIFICATION

I hereby certify that on this ____ of March, 2021, I electronically filed and served this document through the Court's electronic filing system on all registered parties in this action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Richard B. Lumley
Richard B. Lumley (#9665)

4812-7025-6344.1

SUPERIOR COURT

C.A. No.: PC-2014-3052

1

CERTIFICATION

I hereby certify that on this ____ of March, 2021, I electronically filed and served this document through the Court's electronic filing system on all registered parties in this action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Richard B. Lumley
Richard B. Lumley (#9665)

4818-2338-0184.1

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

MCALLISTER TOWING OF
NARRAGANSETT BAY, LLC,
Petitioner,

v.

DAVID QUINN, in his capacity as Acting
Tax Assessor for the City of Providence,
Respondent.

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C.A. No.: PC-2015-2030

STIPULATION OF DISMISSAL

Pursuant to *Sup. Ct. R. Civ. P. 41(a)(1)(B)*, Petitioner McAllister Towing of Narragansett Bay, LLC and Respondent David Quinn, in his capacity as Acting Tax Assessor for the City of Providence, hereby stipulate and agree that all claims asserted in this action shall be and are hereby dismissed, without costs, without attorneys' fees, and waiving all rights of appeal.

**McALLISTER TOWING OF
NARRAGANSETT BAY, LLC**

By its Attorneys,

/s/ Richard B. Lumley

Richard B. Lumley (#9665)
BURNS & LEVINSON LLP
One Citizens Plaza, Suite 1100
Providence, RI 02903
Tel: (401) 831-8330
rlumley@burnslev.com

**DAVID QUINN, in his capacity as Acting
Tax Assessor for the City of Providence**

By his Attorneys,

/s/ Nicholas P. Poulos

Nicholas P. Poulos (#9676)
Assistant City Solicitor
CITY OF PROVIDENCE
444 Westminster Street, Suite 220
Providence, RI 02903
Tel: (401) 680-5333
npoulos@providenceri.gov

Dated: March ____, 2021

CERTIFICATION

I hereby certify that on this ____ of March, 2021, I electronically filed and served this document through the Court's electronic filing system on all registered parties in this action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Richard B. Lumley
Richard B. Lumley (#9665)

4815-8679-5224.1

SUPERIOR COURT

C.A. No.: PC-2016-2072

1

CERTIFICATION

I hereby certify that on this ____ of March, 2021, I electronically filed and served this document through the Court's electronic filing system on all registered parties in this action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Richard B. Lumley
Richard B. Lumley (#9665)

4826-2324-7064.1

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

McALLISTER TOWING OF
NARRAGANSETT BAY, LLC,
Petitioner,

v.

JANESSE MUSCATELLI, in her capacity as
Interim Tax Assessor for the City of
Providence,
Respondent.

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C.A. No.: PC-2018-0987

STIPULATION OF DISMISSAL

Pursuant to *Sup. Ct. R. Civ. P. 41(a)(1)(B)*, Petitioner McAllister Towing of Narragansett Bay, LLC and Respondent Janesse Muscatelli, in her capacity as Interim Tax Assessor for the City of Providence, hereby stipulate and agree that all claims asserted in this action shall be and are hereby dismissed, without costs, without attorneys' fees, and waiving all rights of appeal.

**McALLISTER TOWING OF
NARRAGANSETT BAY, LLC**

**JANESSE MUSCATELLI, in her capacity
as Interim Tax Assessor for the City of
Providence**

By its Attorneys,

By her Attorneys,

/s/ Richard B. Lumley
Richard B. Lumley (#9665)
BURNS & LEVINSON LLP
One Citizens Plaza, Suite 1100
Providence, RI 02903
Tel: (401) 831-8330
rlumley@burnslev.com

/s/ Nicholas P. Poulos
Nicholas P. Poulos (#9676)
Assistant City Solicitor
CITY OF PROVIDENCE
444 Westminster Street, Suite 220
Providence, RI 02903
Tel: (401) 680-5333
npoulos@providenceri.gov

Dated: March ____, 2021

CERTIFICATION

I hereby certify that on this ____ of March, 2021, I electronically filed and served this document through the Court's electronic filing system on all registered parties in this action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Richard B. Lumley
Richard B. Lumley (#9665)

4833-1799-3944.1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of September 28, 2020, between the City of Providence, Rhode Island (the "City") on the one hand and Airgas USA, LLC ("Airgas") on the other hand.

WHEREAS, Corp Brothers Holdings, LLC ("Corp Brothers") owns or owned tangible property in the City taxed under tangible accounts #99158340 and #99251740 (the "Property"); and

WHEREAS, Corp Brothers has filed lawsuits against the City in the Superior Court for Providence County, Rhode Island seeking to recover property taxes paid to the City in connection with the Property for each of tax years 2014 and 2015, said actions being captioned *Corp Brothers Holdings, LLC vs. David Quinn, in his capacity as Tax Assessor for the City of Providence*, PC 2016-3094 and *Corp Brothers Holdings, LLC vs. David Quinn, in his capacity as Tax Assessor for the City of Providence*, PC 2016-1520 (collectively, the "Appeals"); and

WHEREAS, on March 18, 2019, Airgas acquired Corp Brothers, including all rights to the Appeals;

WHEREAS, the City has denied all of the material allegations in the Appeals; and

WHEREAS, the parties wish to resolve the Appeals without the costs and burdens associated with further litigation;

NOW, THEREFORE, for valuable consideration the receipt of which each party acknowledges, the parties hereby agree and promise as follows:

1. Credit Applied To Tax Bills. The City will recognize and apply a credit in the total amount of \$30,000.00 (thirty thousand dollars) (the "Credit"). The Credit will be applied to the tangible property taxes for tangible account #99344310 owned by Airgas, starting with the payment

due July 2021. The Credit will be applied in full to each bill until exhausted. The Credit may be transferred to another tangible account upon subsequent written agreement of the parties or their assigns.

2. Dismissal of Actions. Within one (1) week from the date of the full execution of this Settlement Agreement, Airgas shall file a stipulation in the Actions, stating that Airgas's Complaint is dismissed with prejudice, the parties shall bear their own attorneys' fees and costs, and all rights of appeal are waived. If Airgas does not file such stipulations within one week, the City shall have the right and authority to file such stipulations.
3. Costs and Fees. Airgas and the City shall bear their own costs and attorney fees with respect to the Actions.
4. Representations and Warranties. Airgas and the City each represents and warrants that (a) it has the full right, power and authority to enter into this Agreement and (b) that it has received independent legal advice with respect to the advisability of entering into this Agreement.
5. Governing Law. This Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.
6. Drafting Parties. Each party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each party hereto.
7. Enforcement. This Agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. The parties hereto may take any action in law or in equity required to enforce their rights under this Agreement.

8. Execution. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
9. Severability Clause. Any term in this Agreement which is unenforceable or illegal shall be severed from the Settlement Agreement and shall not affect the enforceability of other terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

AIRGAS USA, LLC

By: _____

Name: _____

Title: _____

CITY OF PROVIDENCE

By: _____

Name: _____

Title: _____

Approved for Form and Correctness:

By: _____

Name: _____

Title: _____



OFFICE OF THE CITY ASSESSORS
CITY HALL
PROVIDENCE, RHODE ISLAND

CERTIFICATE NO. 58D

DATE 1/5/2022

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

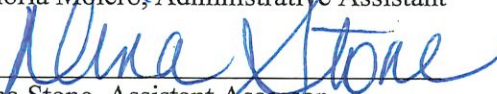
PURSUANT TO THE PROVISIONS OF SECTION 14 AND 15 OF TITLE 44, CHAPTER 7 OF THE GENREAL LAWS OF RHODE ISLAND, AS AMENDED, THE UNDERSIGNED CITY ASSESSOR OF PROVIDENCE HEREBY REQUEST YOUR HONORABLE BODY TO CANCEL THE FOLLOWING TAX ASSESSMENT/TAX OR SUCH PART THEREOF AS MAY BE REQUESTED AS HEREIN SET FORTH.

YEAR	MOTOR VEHICLE TAX ABATED
2020.....	<u>\$1,409.48</u>
TOTAL.....	<u>\$1,409.48</u>
<u>GRAND TOTAL</u>	<u>\$1,409.48</u>

PREPARED BY:



Gloria Molero, Administrative Assistant

CHECKED BY:


Dina Stone, Assistant Assessor

APPROVED BY:


Janesse Muscatelli, Interm Tax Assessor

IN CITY COUNCIL
FEB 17 2022
APPROVED:  CLERK
ACTING

IN CITY COUNCIL
JAN 20 2022

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Jim F. McLaughlin
CLERK

ACTING

THE COMMISSION

James
Recommends

CLERK

James P. Davis

2-1-2022, Approved

IN CITY COUNCIL
JAN 20 2022
CLERK

Motor Vehicle Abatements
April 1, 2021 to June 30, 2021

ACCOUNT	NAME	YEAR	ENTRY DATE	AMOUNT	TYPE	NOTES	REASON CODE	MODIFIED BY
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$14.72)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$54.60)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$88.20)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$88.20)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$70.72)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$70.72)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$38.28)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$68.40)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$68.40)	ab	TAX EXEMPT ORG	Exempt	Crosario
96111070	SAN MIGUEL SCHOOL	2020	04/20/2021	(\$283.72)	ab	TAX EXEMPT	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$186.20)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$186.20)	ab	TAX EXEMPT ORG	Exempt	Crosario
95217652	MEALS ON WHEELS OF RI	2020	05/04/2021	(\$191.12)	ab	TAX EXEMPT ORG	Exempt	Crosario
				(\$1,409.48)				

Motor Vehicle Abatements
April 1, 2021 to June 30, 2021

Sum of AMOUNT	
MODIFIED BY	Total
Crosario	(\$1,409.48)
Grand Total	(\$1,409.48)

Sum of AMOUNT	
YEAR	Total
2020	(\$1,409.48)
Grand Total	(\$1,409.48)

Sum of AMOUNT	
REASON_CODE	Total
Exempt	(\$1,409.48)
Grand Total	(\$1,409.48)

EXEMPT