

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 263

Approved April 26, 1985

RESOLVED: THAT his Honor, the Mayor, be and he hereby is authorized to execute a lease to the South Side Community Land Trust, a non-profit organization, for premises located in the City of Providence, being Plat No. 23 on Lots numbered 551, 553, 458, 559, 561, 563, 386, 398 and 387, at an annual rental of ONE (\$1.00) DOLLAR per year; said lease to be for a term of ONE (1) YEAR, subject to such other terms and conditions as may be approved by the Mayor and the City Solicitor.

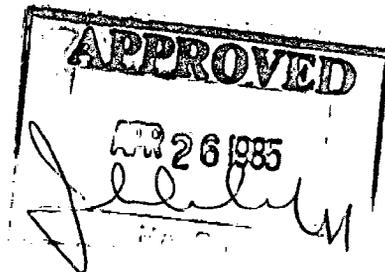
IN CITY COUNCIL

APR 18 1985

READ AND PASSED

Nicholas W. Eaton MAYOR

Rozemendous CLERK



**THE COMMITTEE ON
CITY PROPERTIES**

**Approves Passage of
The Within Resolution**

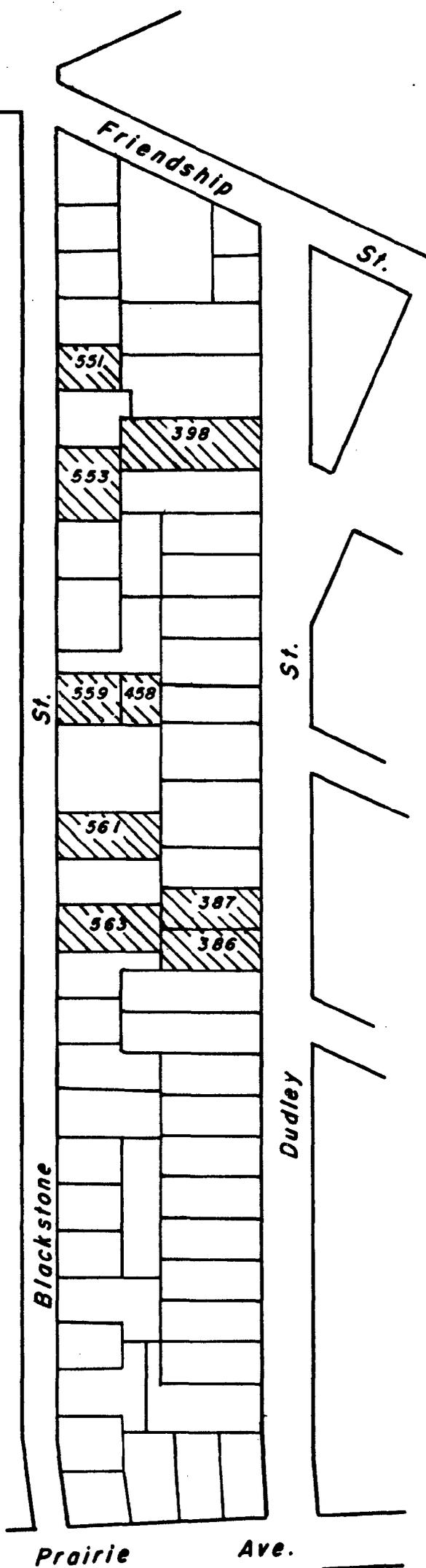
Rosemary
Clerk Chairman

April 11, 1985

PROVIDENCE R.
 P. W. DEPT. ENGINEERING OFFICE
 CITY SECURITY SECTION
 Plan No. 064321
 Date April 16, 1985



Note:
 Cross-Hatched Lots to be
 Leased.



CITY OF PROVIDENCE, R. I.
 Public Works Dep. Engineering Office
 Shows Proposed Lease of Lots
 P.A.P. 23
 Drawn by J.A.M. Checked by A.J.P.
 Scale Not to Scale Date 4-16-85
 Corrected by G.P. [Signature] Associate Eng.
 Approved M. Russo
 CHIEF ENGINEER

Lot Numbers From Assessor's Plot 23

DRAFT

L E A S E

THIS INDENTURE OF LEASE made and entered into this
day of _____, 1985, by and between the CITY OF
PROVIDENCE, a municipal corporation, in the County of Providence,
and State of Rhode Island, hereinafter referred to as the
"LESSOR," and SOUTHSIDE COMMUNITY LAND TRUST," a non-profit
corporation organized and existing under the laws of the State
of Rhode Island, hereinafter called the "LESSEE;"

W I T N E S S E T H:

This Lease is upon the following covenants, terms and
conditions.

1. The LESSOR in consideration of the rents and charges hereinafter reserved does hereby grant, demise and lease unto the LESSEE, subject to the conditions, reservations and covenants hereinafter specified, certain premises located on Assessor's Plat 23 on Lot Numbers 551, 553, 458, 559, 561, 563, 386, 387 and 398 in the City of Providence.
2. That the LESSEE shall pay rental payments at the annual rate of ONE (\$1.00) DOLLAR, payable upon the execution of this lease.
3. The LESSEE shall comply with all State and Municipal regulations as to health, police, nuisance, fire, water and other matters, and shall indemnify the LESSOR against all fines, penalties, expenses, damages and costs for violation thereof.
4. The LESSEE shall indemnify and shall accept all liability of the LESSOR, if any, by reason of any loss or damage to property on the premises other than that of the LESSOR, resulting from the bursting of pipes, leakage, vandalism, fire or other causes, except when occurring through negligence of the LESSOR.
5. The LESSEE shall not mutilate, damage, misuse or suffer waste in the premises, but shall keep the same and, upon the termination hereof, deliver them up in as good condition as they are now in or may be put in by the LESSOR:

ordinary wear and tear expected.

6. The LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE, at the LESSEE's own sole cost and expense to provide for any and all repairs, alterations or improvements made on the premises unless otherwise expressly agreed, and with the consent of the LESSOR.

7. The LESSEE shall not assign this lease or sublet the whole or part of the premises without the written approval of the LESSOR.

8. The premises shall be open at all reasonable times to the inspection of the LESSOR, its agents or servants.

9. In case the LESSEE shall fail to perform any stipulation or condition herein, or shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in either of said cases, this Lease shall be terminated and the premises shall automatically revert to the LESSOR.

10. Notice to the LESSEE of termination hereof may be given personally or by mail at home address, or leaving the same with any person occupying the premises or by posting the same in some conspicuous place on the premises.

11. On the termination of this lease for any cause, the LESSOR may re-enter and take possession of the whole or any part of the premises and expel all persons therefrom and (forcibly if necessary) remove their effects without being taken or deemed guilty of any manner of trespass, without prejudice to its other rights or remedies against the LESSEE, and demand for rent and notice to quit or of intention to re-enter is hereby expressly waived on the part of the LESSEE.

12. Any holding over of the premises by the LESSEE beyond the termination of the lease shall be on the same terms and conditions as herein expressed, except that the LESSEE shall be a tenant on a month-to-month basis.

13. The LESSEE shall indemnify, protect and accept all liability of the LESSOR, if any, from and against all demands, claims, actions, cost, expense or losses resulting from any and all personal injuries or property damage sustained by any person or persons on or about the premises and indemnifying the City of Providence from any and all claims of individuals claiming right to said property under their rights of redemption or any other legal claim to title to said real estate, and for that purpose the LESSEE shall apply for and cause to be issued a surety company public liability insurance policy either in the name of the LESSOR or LESSEE. Such insurance policy shall be issued by a reputable surety and indemnity company licensed to do business in the State of Rhode Island, and shall be in the sum of not less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS. The cost of premiums for said insurance shall be borne by the LESSEE and said policy or certificate that the same has been issued shall be delivered to the LESSOR within two (2) weeks after the execution of this agreement.

14. The LESSEE shall keep the leased premises in a neat and orderly condition at all times according to the requirements of the Department of Public Property of the City of Providence, and no refuse or discarded materials shall be allowed to accumulate thereon.

15. In the event the leased premises or any portion thereof is required or desired for use in connection with any Federal, State or City authority or any subdivision thereof, this lease may be terminated by the LESSOR by a written notice to be given to the LESSEE as hereinbefore stated, at least thirty (30) days prior to the date of termination, and the LESSEE shall have no claim against the LESSOR for any damages incurred thereby.

16. The LESSEE shall have an option to renew this lease by agreement of the parties, commencing on the date of the termination of this lease and shall also have an option to renew this lease for a second period by agreement of the parties, commencing on the date of the termination of the first renewal by him of this lease; provided, however, that the LESSEE shall give written notice to the LESSOR of his intention to renew this lease, said notice to be given at least one (1) month prior to the termination of this lease, or in the case of his intent to renew for the second period, said notice to be given at least one (1) month prior to the termination of the first renewal hereof.

17. This lease is executed subject to the rights of redemption of any prior owners who may come in and claim title to their property.

IN WITNESS WHEREOF, the CITY OF PROVIDENCE has caused these presents to be executed in duplicate, and its corporate seal to be thereunto affixed by JOSEPH R. PAOLINO, JR., its Mayor, duly authorized by the vote of the Board of Contract and Supply of the City of Providence, and SOUTHSIDE COMMUNITY LAND TRUST has caused these presents to be executed and its corporate seal to be hereunto affixed by the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CITY OF PROVIDENCE

BY _____
MAYOR

SOUTHSIDE COMMUNITY
LAND TRUST

BY _____

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence on this _____ day of _____, 1985, before me appeared JOSEPH R. PAOLINO, JR., Mayor of the City of Providence, and he acknowledged the said instrument herein executed to be his free act and deed individually, and as Mayor of the City of Providence.

NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

CITY SOLICITOR



Executive Office, City of Providence, Rhode Island

JOSEPH R. PAOLINO, JR.
MAYOR

April 11, 1985

The Honorable Andrew J. Annaldo
Chairman, City Council Property Committee
City Hall
Providence, Rhode Island 02903

Dear Councilman Annaldo:

The purpose of this letter is to provide background information for the proposal by the Southside Community Land Trust to lease nine vacant lots on Blackstone and Dudley Streets for use as community gardens.

This project came to my attention on February 23rd, when I was approached by Ms. Deborah Schimberg of Dudley House. She apparently had been trying for several months to implement this project without success.

I sent a copy of her letter (dated December 6, 1984; attached) to City Solicitor Edward C. Clifton. He responded (see memo attached) that because all but one of the lots in question are tax-reverted property (the other, Lot 398, is city-owned), we could lease it only with an instrument that fully indemnified the city and protected the rights of the prior owners, for whom the city is, in effect, holding the property in trust.

At my request, Mr. Clifton's office drafted a Resolution and lease to effectuate the agreement. Copies are attached.

I have spoken to Ms. Schimberg about this matter, and she tells me that the proposed arrangement is satisfactory to her organization. I told her that the matter could be greatly expedited if the Resolution originated from the Property Committee.

I would be happy to answer any questions the Honorable Committee

The Honorable Andrew J. Annaldo
Chairman, City Council Property Committee
Page Two
April 11, 1985

members may have regarding this matter.

Sincerely,

A handwritten signature in cursive script, reading "Karen R. Ellsworth". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

KAREN R. ELLSWORTH
Chief Administrative Assistant

KRE:cmr

Enclosures

The Dudley House
305 Dudley St.
Providence, RI 02907
401-351-6415



December 6, 1984

Dear Chairman O'Connor and members of The Urban Planning Committee,

A 1983 Harris poll showed that gardening is the #1 leisure activity in the United States. In the city where many people do not have a back yard, community gardens have provided the opportunity for them.

Here in Providence, the Southside Community Land Trust gardens are becoming permanently landscaped edible parks on which 40 families grow their own food. Previously this land had been vacant lots, filled with debris. The gardeners have cleaned and fenced it, and added organic material to the soil so that what had been rubble could support vegetables.

Many neighborhood residents are now waiting for a space at the gardens, and we would like to accomodate them by enlarging the area under cultivation. However, making the land productive takes a tremendous amount of time and work. Therefore, it is crucial that we have insured, uninterrupted use of this land, so that 2 or 5 years from now the site does not become a building or a parking lot.

The Southside Community Land Trust would like to ask the Urban Planning Committee, then, to lease the following lots, for community gardening purposes only, for 99 years, for the rate of \$1 each year: Flat 23, #551, 553, 458, 559, 398, 561, 563, 386, and 387. Should the Land Trust, for any reason, fail to manage the property such that it is unkempt or not used for the above expressed purpose, we would expect that the City of Providence would again assume responsibility for it. By entering into such a lease, the Southside Community Land Trust would bear all expenses for its maintenance and be solely responsible for its use.

Thank you for your consideration of this matter, and if we can provide any further information, please don't hesitate to call.

Sincerely,
Deborah Schimberg
Deborah Schimberg,
executive director

EDWARD C. CLIFTON, ESQ.
~~XXXXXXXXXXXXXXXXXXXX~~
CITY SOLICITOR



JOSEPH R. PAOLINO, JR.
MAYOR

DEPARTMENT OF LAW

March 21, 1985

Karen Ellsworth, Chief of Staff
Executive Office
City Hall
Providence, Rhode Island 02903

RE: COMMUNITY LAND TRUST

Dear Ms. Ellsworth:

Attached to this letter please find a memorandum from Frank Mastrati, Jr., of my staff to me concerning the above subject.

While I am in agreement with the content, I would add that I, personally, have difficulty with a lease for a period of ninety ninety (99) years.

Secondly, by exercising some dominion and control over this property runs contrary to the position taken by the City in other cases, particularly in cases concerning housing violations where the owner, under warranty deed, who failed to pay taxes and who subsequently has had a "tax deed" recorded against their property are arguing that the City of Providence should be named defendant. The City has taken the position (and the trial courts have agreed) that the City has no obligation vis a vis the property as our interest is limited. At least until the original owners rights have been judicially foreclosed.

If, in this case, we begin to exercise some control our interest may by argument be expanded.

Perhaps, the solution should be an effort to foreclose against properties and to return, either by sale, lease, or otherwise properties to the tax rolls.

Very truly yours,


Edward C. Clifton,
City Solicitor

ECC/sms

TO: EDWARD C. CLIFTON, CITY SOLICITOR
FROM: FRANK MASTRATI, JR., ASSISTANT CITY SOLICITOR
DATE: MARCH 21, 1985
RE: DUDLEY HOUSE (SOUTHSIDE COMMUNITY LAND TRUST)

M E M O R A N D U M

In reference to the Dudley House Project, I researched the tax sales status and also spoke to Deborah Schimberg, the Executive Director of Dudley House regarding this matter and Attorney Andrew Cagin. The relevant sections of the Rhode Island General Laws are as follows; 44-9-1, et al. In checking with the City Collectors Office, the majority of lots were tax reverted and have been in tax sale more than one (1) year:

<u>PLAT NO:</u>	<u>LOT NO:</u>	<u>TAX SALE DATE</u>
23	551	May 21, 1981
23	553	May 22, 1981
23	458	May 20, 1976
23	559	May 20, 1976
23	<u>398</u>	Not in tax sale
23	561	May 24, 1973
23	563	May 19, 1977
23	386	May 23, 1968
23	387	May 23, 1968

However, the City or no other person has filed a petition for foreclosure of redemption pursuant to 44-9-25. It is the opinion of the writer that if the City enters into a lease then it should be subject to the right of redemption and also have an indemnification clause in it to protect the City. Basically, the City is holding these lands in trust for the prior owners. Also, it is the opinion of the writer that granting this request could open up a pandora's box in that other people may want to lease property within the City of Providence that is in tax sale whether vacant land or improved land.

Enclosed is a resolution to the City Council if you decide to proceed.

sms/

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: April 15, 1985

TO: Peter P. Granieri, Director of Public Works

SUBJECT: REQUEST FOR TRACING

CONSIDERED BY: Councilman Andrew J. Annaldo, Chairman - Committee on City Property

-DISPOSITION:

Attached is Resolution to be presented to the City Council on April 18, 1985 and therefore I request a tracing prior to that date.

City Clerk

Rose M. Mendonca

City Clerk

—
Clerk of Council

—
Clerk of Committees



DEPARTMENT OF CITY CLERK
CITY HALL

Michael R. Clement

First Deputy

—
Grace Nobrega

Second Deputy

May 3, 1985

Ms. Deborah Schimberg
Executive Director
The Dudley House
305 Dudley Street
Providence, Rhode Island 02907

Dear Ms. Schimberg,

Enclosed is a certified copy of Resolution No. 263, approved April 26, 1985, the same being self explanatory.

Will you kindly communicate with the City Solicitor's Office so that the lease agreement for said land could be executed.

Very truly yours,

Rose M. Mendonca,
City Clerk of Providence.

RMM/jma
Enclosure