

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 125

Approved February 27, 1986

RESOLUTION AUTHORIZING THE CITY TO EXCEPT TRANSFER OF LAND FROM FLEET NATIONAL BANK LOCATED AT 582 ELMWOOD AVENUE, PROVIDENCE AND FURTHER AUTHORIZING THE CITY TO ASSUME THE LEASE AT LOT NO 369 ON ASSESSOR'S PLAT NO: 52.

RESOLVED, that the City of Providence is hereby authorized to accept the transfer of title of land and building located at 582 Elmwood Avenue, Providence Rhode Island from Fleet National Bank, and further

RESOLVED, the assumption of the lease for 9,000 square feet of land on the adjacent lot for parking purposes through 1994, and further,

RESOLVED, that His Honor the Mayor is hereby authorized with the recommendation of the Committee on City Property of the City Council to enter into an arrangement to accept a transfer of title of the land and building located at 582 Elmwood Avenue, Providence, Rhode Island from Fleet National Bank.

AND BE IT FURTHER RESOLVED, The City of Providence and His Honor the Mayor are authorized to enter into an arrangement to assume the present lease for 9,000 square feet on the adjacent land, Lot No: 369 on Assessor's Plat No: 52, at an annual rate of Fifteen Thousand (\$15,000.00) Dollars per year for the balance of the unexpired term of the lease. Said transfer and lease shall be subject to such further terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL
FEB 20 1986
READ AND PASSED

Udo W. Enta PRES.

Joseph M. Mendonca CLERK

APPROVED

FEB 27 1986

John J. ...

THE COMMITTEE ON
CITY PROPERTY

Approves Passage of
The Within Resolution

Joseph M. Neuberger
Clerk Chairman

February 5, 1986

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: February 6, 1986

TO: Edward C. Clifton, City Solicitor

SUBJECT: REQUEST FOR PREPARATION OF RESOLUTIONS FOR PRESENTATION TO CITY COUNCIL

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

DISPOSITION: Enclosed are matters to be presented to the City Council at its next scheduled meeting to be held February 20, 1986.

The above named Committee voted to accept the transfer of title of the land and building located at 582 Elmwood Avenue from Fleet National Bank as outlined in accompanying correspondence, and

The members voted to lease space in the Public Works complex to Downtown Providence Improvement Association for five years, commencing March 1, 1986 at an annual rental of One (\$1.00) Dollar.

Kindly transmit appropriate Resolutions for presentation to the City Council.

Rose M. Mendonca
City Clerk

2

Fleet National Bank

Bank Properties Department

January 13, 1986

Councilman Andrew Annaldo
Chairman
City Properties Committee
City Hall
Providence, RI 02903

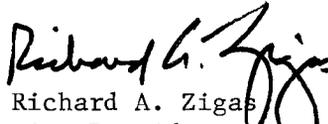
Dear Councilman Annaldo:

Fleet National Bank is the owner of 19,000 square feet of land and a one-story masonry and steel frame building of 14,000 gross square feet located at 582 Elmwood Avenue (lots #100 and 22 on Assessors Plat #52), Providence.

Fleet is willing to transfer title to this property by means of a quit-claim deed to the City of Providence for use by the school departments Alternate Learning Program. The only condition of the transfer is that the City assume the present lease for the 9,000 square feet of land on the adjacent lot #369 on Assessor Plat #52 formerly used by the bank for parking, and the City indemnify the bank against any further liability on account of the lease. The lease extends through 1994 at an annual rent of fifteen thousand dollars.

If the above transaction is satisfactory to the City Properties Committee, please have your legal counsel contact me so that the necessary deed documents can be prepared and a closing date set. For your convenience in evaluating this proposal, I have enclosed a booklet describing the property.

Very truly yours,


Richard A. Zigas
Vice President

RAZ/amk

Enclosure

cc: Robert Ricci, Superintendent of Schools
Providence School Department

Sharon Chancellor

RECEIVED
JAN 15 11 01 AM '85
COMMUNICATIONS SECTION
FBI - MEMPHIS

DR. ROBERT RICCI
SUPERINTENDENT



JOSEPH R. PAOLINO, JR.
MAYOR

SCHOOL DEPARTMENT

Office of Superintendent

January 2, 1986

Councilman Andrew Annaldo
Chairman
City Properties Committee
City Hall
Providence, Rhode Island

Dear Councilman Annaldo:

This is written to confirm our Monday, December 23, 1985 understanding concerning the transfer of ownership of the Fleet Bank Elmwood Branch Building, grounds and lease of parking area to the Providence School Department for initial use by the Alternate Learning Program (School).

1. Mr. Richard Zeigas, Fleet National Bank properties administrator will submit a written offer, on behalf of the Bank, to the City of Providence Public Properties Committee to transfer ownership of the Fleet Bank Elmwood Branch Building. This transfer will be without conditions excepting the City of Providence will assume the lease of \$9,000 square feet of land - Lot 369 located at Elmwood Avenue and Adelaide Avenue at the annual lease rate paid by Fleet National Bank to the owner for the unexpired period of the lease (1993) at the fixed price of \$15,000 per year.

2. Mr. Zeigas will inform the Superintendent of Schools of the owner of Lot 369 and provide the Superintendent a copy of the lease agreement.

The superintendent shall make contact with the holder of the lease or his/her agent and with the advise of legal counsel determine the feasibility of city purchase of the parking area (Lot 369). The superintendent shall advise the School Board of his recommendation for purchase or lease of Lot 369.

3. The Office of Community Planning shall issue a letter to the Properties Committee with copies to the school department concerning its recommendation for the opening of the Alternate Learning Program (School) on the site of the Fleet Bank, Elmwood Branch Building. The recommendation will include but not be limited to: Neighborhood zoning, traffic concerns, community acceptance of the program. Enclosed is a description of the Alternate Learning Program (School).

480 Charles Street Providence, Rhode Island 02904-2274 (401) 456-9211

An Equal Opportunity Affirmative Action Employer

Councilman Andrew Annaldo
January 2, 1986
Page 2

4. The Providence School Department shall present a letter to the Public Properties Committee concerning the feasibility of use of the Fleet Elmwood Branch Building as an alternate school site. Included in the letter will be statements concerning:

- a. Health Inspection
- b. Fire Inspection - must meet all State/City Code Requirements
- c. Building Inspection - Safety
- d. OSHA requirements
- e. State Department of Education School Approvals, and
- f. Renovations necessary to provide quality environmental and instructional setting.

The cost associated with meeting all above code regulations will be estimated and included in first and second year costs of occupancy.

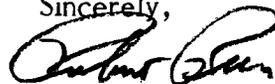
5. A School Department recommendation will accompany the feasibility study. Access to the building by the Fleet Bank Properties Office will be necessary; and

6. A letter from Legal Counsel, Patricia Hurst, Esquire will be submitted to the Properties Committee Chairman identifying the legal basis for the acquisition of the Fleet Elmwood Branch Property.

This entire process of acquisition of this property must be completed by the end of February as the disposal of the present Alternate Learning Program (ALP) lease with the YMCA requires 90 day written notice of termination of the contract. A copy of the agreement is enclosed for legal review.

Your cooperation in the completion of the necessary information and studies is appreciated.

Sincerely,



Robert Ricci
Superintendent

RR:ecm

CC: Mr. Vincent McWilliams
Patricia Hurst, Esquire
Mr. Arthur Markos
Ms. Kathleen Feild
Mr. John Ramos
Mr. Gene DePault
Mr. Richard Zeigas



The City Plan Commission

55 Eddy

~~XXXXXX~~ BUNDAVN STREET

PROVIDENCE, RHODE ISLAND 02903

January 13, 1986

Committee on City Property
c/o City Clerk
City Hall
Providence, Rhode Island 02903

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2173 - Acquisition of Fleet Branch Bank on
Elmwood Avenue

Gentlemen:

On the request of Councilman Andrew J. Annaldo, Chairman of the City Property, the City Plan Commission at its January 7, 1986 regular monthly meeting reviewed and evaluated the subject referral.

The Fleet National Bank has offered for sale the closed branch office located at 582 Elmwood Avenue.

The City of Providence has an option to acquire this property for a nominal fee of \$1.00.

The School Department is planning to use this structure for school purposes (Alternate Learning Program).

A field inspection revealed that the property in question is situated along Elmwood Avenue between Atlantic and Adelaide Avenues and comprises two Assessor's lots: 100 and 32 located on A.P. 52. Lot 369 is currently being leased for parking and the City will assume this lease at the same rate of \$15,000 per year.

The former bank structure occupies about 50% of lot 100. The acreage of the lots is as follows: lot 100 - 14,000 sq. ft.; lot 369 - 9,000 sq. ft.; lot 22 - 9,000 sq. ft.

Approximately 25,000 square feet of the total area are paved and used as a driveway and a parking area. This paved area could accommodate approximately 85-90 cars.

LEASE

THIS INDENTURE OF LEASE entered into on the 1st day of August 1984 by and between GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION, A CORPORATION ESTABLISHED UNDER THE LAWS OF THE State of Rhode Island hereinafter sometimes called the "Landlord", and Alternative Learning Program/Providence School Department hereinafter sometimes called the "Tenant".

WITNESSETH

The Landlord, for in consideration of the rents, covenants, and conditions hereinafter contained on the part of the Tenant to be paid, kept, and performed, does hereby demise and lease unto the Tenant the following described premises.

1) The second floor of the Landlord's premises at 160 Broad Street in the City of Providence being approximately eight thousand five hundred and eleven square feet (8511) and utilization of Plantations Hall and adjoining Pantry in the basement of the Landlord's premises being approximately three thousand one hundred and twelve square feet (3112), and a designated parking lot adjacent to its building which will provide adequate parking for seventeen (17) cars, and utilization of physical education facilities within the Landlord's premises according to a schedule mutually agreed upon by the Landlord and Tenant.

TO HAVE AND TO HOLD the same unto the said Tenant for and during the three (3) years from the 1st day of August, 1984, to the 31st day of July 1987 said Tenant yielding and paying therefore said term the rental of Fifty two thousand three hundred forty two dollars and sixty five cents (\$52,342.65) to be paid in 12 monthly installments in the amount of \$4,361.88 for the first year.

Second year rental amount will be \$54,860.56 and third year rental amount will be \$57,650.08.

And the Landlord and Tenant, each for itself and for its respective successors and assigns and in consideration of the mutual covenants and agreements herein contained, do hereby mutually covenant and agree with respect to the covenants and agreements applicable to them respectively as follows:

FIRST: (a) The Tenant will pay the rental in the manner and at the times aforesaid; that it will use and enjoy the demised premises in a proper manner for an Alternative Learning Program and not make, suffer or permit any waste or injury to or improper or offensive use of said premises, or suffer or permit said premises to be used in such manner as to constitute a nuisance, or for any unlawful purpose whatsoever; that it will obey all of the laws, statutes, ordinances, and regulations of duly constituted authority now and at any time in effect during the continuance of this lease with respect to the use and care of the same or any portion thereof; and that it will not, without the consent of the Landlord thereto in writing first hand and obtained, make or permit to be made any alterations or additions whatsoever in or to the said premises, and will not do or suffer anything to be done on the demised premises which will render any increased or extra premium or premiums payable for insurance against loss by fire or other hazards on said premises, or which may make void or voidable any policy such insurance thereon; that will not assign this lease or underlet the demised premise or any part thereof without the express written consent of the Landlord thereto first hand and obtained (but notwithstanding any such consent the Tenant shall nevertheless remain liable for the payments and obligations in this lease contained on its part to be paid and performed): that it will, during the continuance of this lease, perform or reimburse the Landlord for the making of repairs to the demised premises and contents resulting from causes other than normal use, wear and tear, and will at its own expense replace any fixtures made necessary by its use of the same; that it will permit the Landlord or its duly appointed agents at all reasonable times during the term hereof to enter to view the demised premises and that it will, at the expiration or sooner termination of this lease, quietly and peaceably surrender up possession of said premises to the Landlord in as good condition as the same now or may be put in, reasonable wear and tear alone excepted.

(b) That the Tenant shall be solely responsible for and will exonerate, indemnify and hold harmless the Landlord against all loss, cost, damage and expense arising from or incurred under or on account of any claim by a third person or persons made or based upon any neglect or default of the Tenant and its employees with respect to any accident or event occurring on or about said premises hereby demised, and against any forfeiture, fine, loss, cost, damage, or expense caused by its refusal or neglect to comply with any statute or ordinance, governmental or municipal, present or future in

any way affecting said premises hereby demised.

(c) It is understood and agreed that all other insurance of the Tenant shall, except as otherwise provided in this agreement, be the responsibility of said Tenant.

(d) The Landlord will be solely responsible for and will exonerate, indemnify and hold harmless the Tenant against all loss, cost, damage and expense arising from or incurred under or on account of any claim by any third person or persons made or based upon any neglect or default of the Landlord and its employees with respect to any accident or event occurring on or about said premises hereby demised, and against any forfeiture, fine, loss, cost, damage, or expense caused by its refusal or neglect to comply with any statute or ordinance, governmental or municipal, present or future in any way affecting said premises hereby demised.

(e) It is understood and agreed that all other insurance of the Landlord shall, except as otherwise provided in this agreement, be the responsibility of said Landlord.

SECOND: The Landlord covenants and agrees that it will keep the exterior of said building in good order and condition, will furnish the Tenant with reasonable amounts of heat, light, power and water, will make normal repairs to plumbing, electrical installations and will perform all reasonably necessary interior maintenance including painting, building repairs, snow and ice removal, provided, however that the Tenant shall be responsible for normal janitorial and cleaning duties.

Provided, however, the Landlord shall in no event be liable for any damage or loss to the Tenant or its property, or the property of its clients, servants, or agents by reason of accidental, necessary, or unavoidable stoppage in the furnishing of water, heat, electricity, or of any of the facilities or services required by the provisions of this lease, or by reason of fire, rain, snow, leaking pipes, or sewer overflow, except for such damage or loss as shall occur by reason of neglect on the part of the Landlord to repair any leaks in the building housing the demised premises, not occasioned by default of the Tenant within a reasonable time after the existence of such leaks is made known to it by the Tenant, provided, however, that if accidental, necessary, or unavoidable stoppage of heat or other utilities shall continue for a period of more than ten days, a fair and just abatement of the rent shall be made for such additional period.

Additional and extra services and expenditures necessitated by negligence of or misuse by the Tenant, its agents, servants, or clients, or desired by the Tenant and approved by the Landlord but not required of the Landlord by the foregoing provisions, shall be performed or contracted for by the Landlord, and the Tenant agrees to reimburse the Landlord for the same at the Landlord's cost.

That the Tenant, paying the rent and performing all of the covenants, agreements, and conditions on its part herein contained, may peaceably hold and enjoy said premises during said demised term without any lawful let or hindrance by the Landlord or any person claiming by, through, or under it.

THIRD: In the event the demised premises shall be damaged by fire or other casualty so that the same shall be substantially unfit for occupation and use by the Tenant, a just abatement of the rent shall be made until the same shall be properly repaired or restored by the Landlord, provided, however, that the Landlord may at his election, by written notice to the Tenant within fifteen (15) days after the occurrence of such damage terminate this lease.

FOURTH: Provided always, however, and these presents are upon the express condition that in case the Tenant shall neglect or fail to perform or observe any of the other covenants, agreements, conditions contained in this lease on its part to be performed or observed, or in case the Tenant's interest in said premises or any portion thereof or the possession thereof shall be taken or pass from the Tenant by operation or process of law or proceedings in bankruptcy or insolvency or be receivership proceedings or otherwise, or in case the Tenant shall be adjudged bankrupt or insolvent, or in any assignment shall be made of its property for the benefit of creditors, or in case a permanent receiver shall be appointed for the Tenant, or in case the premises shall be vacant or abandoned, then, and in any such case, it shall be lawful for the Landlord thereupon or at any time thereafter at its option and without notice to said Tenant and notwithstanding any license or waiver of any prior breach of covenant or condition, to enter upon the premises or any part thereof in the name of the whole and repossess the same as of its former estate, and to expel the Tenant and those claiming by, through or under it and to remove the effects of the Tenant (forcibly, if necessary) without being guilty of any manner of trespass and without prejudice to any remedies which otherwise might be used for arrears in rent or any other payments hereunder or proceeding breach of covenant, or to any lien which the Landlord may have upon the property of the Tenant, and upon entry as aforesaid this lease shall determine; provided, however, that this lease shall not con-

tinue for the benefit of any attaching creditor, assignee for the benefit of creditors, receiver or trustee in bankruptcy.

FIFTH: Notice hereunder shall be deemed to be given if actually received or if sent by registered or certified United States mail, postage prepaid, and addressed to the other part at the address set forth below or at such other address as may hereafter be furnished by either party to the other in manner aforesaid:

LANDLORD: YMCA
160 Broad Street
Providence, R.I.02903

TENANT:
COPY TO:

SIXTH: This lease shall, where context permits, be binding upon and inure to the benefit of the respective successors, assigns, agents, and servants of the Landlord and Tenant.

SEVENTH: The Landlord hereby agrees and grants unto the Tenant the right, privilege and option of renewing, at the expiration of the aforementioned term for two (2) years upon conditions, covenants and agreements herein set forth Tenant shall exercise said option by giving written notice to Landlord of his intention to do so at least ninety (90) days prior to the expiration date of this Agreement.

EIGHT: The Landlord agrees that the demised premises are in compliance with all appropriate local, state and federal codes, including but not limited to, the Rhode Island State Fire Code, the Architectural Barriers Act of 1968 and the Rhode Island laws covering handicapped access to public environment and space. Landlord agrees to conform to said statutes at its own expense.

NINTH: Either party has the right to cancel, upon not less than ninety (90) days written notice, all the terms, covenants, conditions, rights, powers, provisions and agreements of this lease.

In the event that either party decides to exercise this CANCELLATION OF LEASE clause, it shall give notice to the Landlord in writing, as specified in Article FIFTH. NOTICES, above

This CANCELLATION OF LEASE clause shall be in effect during both the original base term of this agreement and during renewal terms, if any.

EXECUTED IN THE PRESENCE OF

STATE OF RHODE ISLAND
COUNTY OF

Authorized Agent

GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION

Howard L. Moody
President

In the City of Providence in Providence County,
on the 21st day of July A.D., 1984 before
me personally appeared the within named Joseph R. Padlino Jr., the
Mayor of the Providence to me known by me to
be executing the foregoing instrument and he acknowledges said instrument
by him so executed to be his free act and deed and the free act and deed of

(Tenant).

Karen R. Elkworth
NOTARY PUBLIC
Notary Public
My commission expires 6/30/86

In the City of Providence, in Providence County, on the
26th day of July, A.D. 1984, before me personally appeared
the within named Howard L. Moody, the President
of GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION, to me
known by me to be executing the foregoing instrument and he
acknowledged said instrument by him so executed to be his free
act and deed.

Beryl W. Hansen
NOTARY PUBLIC
Commission Expires 6/86

PURCHASE ORDER

DEPARTMENT OF PUBLIC SCHOOLS
480 CHARLES ST., PROVIDENCE, RI 02904

PURCHASE ORDER
42687

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T
O

DIVISION Alternate Learning Project
SHIPPING DESTINATION 160 Broad St., Prov., RI 02903

REQ'N NUMBER **9170 R**

FUND
APPROPRIATION

ACCOUNT CODES					
FUND	DEPT	DIV	APPROP	OBJECT	OBJ NO
2	04	906	1	66	

TERMS

DATE **7/1/85**

QUOTED DELIVERY DATE

NAME AND ADDRESS OF VENDOR
**Providence YEA
160 Broad St.,
Providence, RI 02903**

INDICATED INFORMATION MUST BE COPIED ON VENDOR'S INVOICES

VENDOR NUMBER
VENDOR'S QUOTED NUMBER

Board 6/25/84

QUANTITY	UNIT	STOCK NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
			<u>2nd year</u> Rental of classroom space located at 160 Broad St., Prov., RI in accordance with lease. Period: 8/1/85 - 7/31/86		54,860.56
			FOB Destination Total Amount		\$ 54,860.56

4,75 for year 1

EXEMPT R.I. SALES TAX

SEND ALL INVOICES TO SCHOOL CONTROLLER 480 CHARLES ST., PROVIDENCE, RI 02904
DO NOT OVERSHIP OR SUBSTITUTE — PLEASE FOLLOW INSTRUCTIONS
WE RESERVE THE RIGHT TO CANCEL ORDER IF DELIVERY IS NOT MADE AS PROMISED.

DATE	VOUCHER NO.	AMOUNT LIQUIDATED	BALANCE	DATE	VOUCHER NO.	AMOUNT LIQUIDATED	BALANCE

COMPUTATIONS
L. Lincourt
PRE-AUDIT
ENCUMBRANCE SUMMARY NUMBER

PROVIDENCE SCHOOL DEPARTMENT

AUDIT AND CONTRACTS OFFICE

Date September 19, 1984

To: Mr. Robert M. McGivney
School Controller

NAME OF CONTRACT GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION

AMOUNT OF CONTRACT 1st yr. \$52,342.65 - 2nd yrs. \$54,860.56- 3rd yr. \$57,650.08

DATE OF AUTHORIZATION BY BOARD OF CONTRACT & SUPPLY _____

DATE OF LEGAL APPROVAL Reviewed by Providence City Law Department

DATE OF FISCAL APPROVAL _____

The attached contract has been signed by all parties and is being returned to you for distribution to proper parties. The copy with Board Authority and legal and fiscal approvals attached should be retained in the School Department files.

An executed copy of this lease was mailed to the Y.M.C.A - 7-25-84.

cc: Mr. May
(Copies of the A, B, C Schedules)

successors and assigns and in consideration of the mutual covenants and



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: June 25, 1984

TO: Purchasing Agent

SUBJECT: LEASING OF CLASSROOM SPACE FOR CLASSROOM PURPOSES TO ACCOMMODATE ALTERNATE PROGRAM - SCHOOL DEPARTMENT.

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Agent be authorized to engage The Providence YMCA, 140 Broad Street, Providence, Rhode Island 02903, only bidder, for the Leasing of Classroom Space for Classroom Purposes, as required by the School Department/Alternate Program; same being in accordance with the offer of said firm submitted, reviewed and awarded, this day, for the sum listed below:

PROVIDENCE YMCA Building 140 Broad Street Providence, P. I. 02903
(address)

Parking facilities for a minimum of 17 cars is within 17 ft. from the building.

1st year
Total square footage 11,523 square feet at \$4.50 per ft.

for the total sum of \$52,147.55
(figure)
Fifty-two thousand three hundred forty two dollars and sixty five cents for the
(written)

period from August 1, 1984 thru July 31, 1985.

2nd year
Total square footage 11,523 square feet at \$4.72 per ft.

for the total sum of \$54,159.56
(figure)
Fifty-four thousand eight hundred sixty six dollars and sixty six cents for the
(written)

period from August 1, 1985 thru July 31, 1986.

3rd year
Total square footage 11,523 square feet at \$4.76 per ft.

for the total sum of \$57,559.78
(figure)
Fifty-seven thousand six hundred fifty dollars and eight cents for the
(written)

period from August 1, 1986 thru July 31, 1987.

entire rental space shall be available for occupancy August 1, 1984 (yes) (no)

- cc: Pur. Agt.
- Contr.
- Fin. Dir.
- ✓ School (4)
- File

Rose M. Mendonca
City Clerk

JUN 14 '84 ADOPTED

RESOLUTION AUTHORIZING THE SUPERINTENDENT TO SEEK AND AWARD
BIDS THROUGH THE BOARD OF CONTRACT AND SUPPLY

PRESENTED by Superintendent Robert Ricci

WHEREAS, The lease for the Alternate Learning Project expires
on August 1, 1984 and it is imperative to locate a new site as
soon as possible for school opening in September;

NOW, THEREFORE, BE IT RESOLVED, That the Superintendent is
authorized to seek bids through the Board of Contract and Supply
and award a lease to the lowest qualified bidder; and

FURTHER, That such specifications are attached.

June 14, 1984

DR. ROBERT RICCI
SUPERINTENDENT



JOSEPH R. PAOLINO, JR.
MAYOR

SCHOOL DEPARTMENT

Office of Superintendent

MEMORANDUM

TO: Mr. Vincent P. McWilliams
Ms. Patricia Hurst
Mr. John Ramos
Mr. Arthur Markos
Mr. George Moorachian
Mr. Eugene DePault

FROM: Robert Ricci, Superintendent of Schools

DATE: December 16, 1985

SUBJECT: MEETING - OWNERSHIP OF FLEET BANK ELMWOOD BRANCH BUILDING FOR ALP

I have arranged a meeting with Mr. Richard Zeigas of the Fleet Bank on Thursday, December 19, 1985 at 8:45 A.M. to discuss procedures for receipt of their gift of the above named vacant bank building to the City of Providence. The building would be used as a school site for the Alternate Learning Program.

Councilman Andrew Annaldo, Chairman of the City Properties Committee will be present at that meeting. Your presence at that meeting is requested.

Fleet Bank has offered to turn the building over to the City with no strings attached except for the lease for a parking lot next to the bank. The parking lot is leased at \$15,000. annually. The lease expires in 1993.

At this meeting we will discuss the procedures for transfer of ownership, zoning for school purposes, and other relevant matters.

The meeting will be held at the City Planning and Development Office, 44 Washington Street, Third Floor on Thursday, December 19, 1985 at 8:45 A.M.

CC: Councilman Annaldo

RECEIVED

DEC 13 10 27 AM '85

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

ALTERNATE LEARNING PROJECT

- Providence's only public high school maintained as an educational laboratory for the school system at large
- * An Upward Bound Target School
- * Nationally acclaimed by the Office of Education
- * One of the longest operating alternative schools in the United States
- * Recipient of the United States Office of Education Pacesetter Award as an "outstanding innovation worthy of replication"

Admissions - There are 175 students in ALP. Any Providence resident of high school age is eligible to apply. Students are drawn by lottery. However, the school maintains a proportionate representation of minority groups and socio-economic class, as well as a balance of male and female.

Students - The students at ALP have varied backgrounds, interests, skills and abilities. They come to ALP because they are looking for:

- a caring and nurturing environment
- smaller classes
- greater teacher attention
- choice in developing their Curriculum of Study
- input into how their school is run and how decisions are made
- a safe and secure place for learning and growing

The Staff - ALP has 8 full time staff, a Coordinator, and an Administrative Assistant. This staff is supplemented by various professionals (potters, painters, sculptors), college interns, and others teaching on a part-time basis. A limited and select number of volunteers also participate in the program.

The Studies - The overall aim of the curriculum is to help move students from a dependent to an independent learning process. Students are provided with a full range of academic subjects as well as Career Education, community placements, and the development of life skills. We have an established relationship with local colleges and universities that allow our students to take courses while still in high school. In addition, ALP has developed competency instruction in math and English so that no student graduates without a level of understanding that will permit him/her to function as a capable adult.

Other Important Facts -

- ALP sends approximately 50-60% of its graduates to post-secondary schools and colleges
- ALP has always had proportionately fewer suspensions and discipline problems than any other Providence High School
- Each year ALP has an average of 200 students on its waiting list

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

March 4, 1986

Richard A. Zigas, Vice President
Fleet National Bank
111 Westminster Street
Providence, Rhode Island 02903

Dear Mr. Zigas,

Enclosed is a certified copy of Resolution No. 125,
approved February 27, 1986, the same being self-explanatory.

Will you kindly communicate with the City Solicitor's
Office for the City to except transfer of land from Fleet
National Bank located at 582 Elmwood Avenue, and authorize
the City to assume the lease at Lot No. 369 on Assessor's
Plat No. 52.

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/jma
Enclosure

FORMER ELMWOOD AVENUE OFFICE

FLEET NATIONAL BANK

LOCATION : 582 Elmwood Avenue, Providence, RI
Easterly side of Elmwood with frontage on Atlantic
and Adelaide Avenues

FLOOR AREA : First and Second Floors 7,811 sq. ft.
Basement (usable) 2,912 sq. ft.

LAND AREA : 19,000 sq. ft. owned
9,000 sq. ft. leased

PARKING : 31 cars total

TENANTS : Vacant

PURCHASE PRICE : \$245,000.00

PROPERTY

: The property was formerly known as the Elmwood Avenue Office of Fleet National Bank. Bounded by Elmwood Avenue, which is also Route 1, Atlantic Avenue and Adelaide Avenue. The property is legally described as Assessor Plot 52 Lots 100 and 22 and contains a total of 19,000 sq. ft. The leased land, which is utilized as part of the parking lot, contains an additional 9,000 sq. ft.

SITE DATA

: The subject site consists of an L-shaped parcel of land having 100 ft. frontage on Elmwood Avenue, 140 ft. frontage on Atlantic Avenue, and 50 ft. frontage on Adelaide Avenue. Parcel contains 19,000 sq. ft. zoned C-2, R-3, and R-4. The topography is level. The streets are paved, curbed, and contain all utilities including water, sewer, and gas.

A parcel of land adjacent to the subject parcel has 100 ft. frontage on Elmwood Avenue and 90 ft. frontage on Adelaide Avenue, containing 9,000 sq. ft. zoned C-2, and is blacktopped. Lease runs through 9/30/94 at \$15,000 per annum. Not included in selling price.

NEIGHBORHOOD
DATA

: The area is in the locale of a changing commercial neighborhood. Side streets are mostly multi family/tenement homes with some formerly substantial single-family homes, many of which are undergoing renovations.

Highest And Best Use of the Subject
Service/Office/Showroom

IMPROVEMENTS

: The land is improved by a one-story with two-story section, masonry and steel frame, former bank building having a full basement. The one-story portion is 60' x 73'6", and the two-story section is 26'6" x 64'6" less a triangular section 4'2" x 4'2" at right rear corner of basement and 2 levels. Built in 1948. First and second floors contain 7,811 sq. ft. and the basement approximately 6,110 sq. ft.

FLOOR PLAN

: FIRST FLOOR

Vestible, lobby, six desk area, two private offices, lavette, 11 teller stations, drive-up window.

SECOND FLOOR

L & M lockerrooms with lavettes, lounge with lavette, cafeteria with kitchenette.

BASEMENT

Stairwell, lobby, night vault, lavette, conference room, three coupon booths, desk area, safe deposit vault, 10 x 24 (inside measure), former payroll room (these areas are air conditioned), two storage rooms, boiler room, air conditioning equipment room, maintenance stor-afe room.

Some landscaping around the building. Land not occupied by building is blacktopped. Parking for 31 cars. Portions of land is leased.

CONSTRUCTION
SUMMARY

: FOUNDATION

18" reinforced concrete with footing

EXTERIOR WALLS

Polished granite 4'2" high with limestone veneer above

FLOOR

2" gypsum plank

ROOF

Tar and gravel, roof drains, 2" foam glass, 2" gypsum plank

FRAME

Steel columns and beams (fireproof), reinforced concrete joists, 12" tees, steel joists

HVAC

Carrier chilled water (no cooling tower), two air handling units, one freestanding 5-ton unit.

HOT WATER

70-gallon electric hot water tank

WINDOWS

Aluminum sash, single glazed

DOORS

Aluminum

ELECTRIC

3 phase, 4-wire, 400 amp, fluorescent, incandescent

PLUMBING

Basement L & M vitrolite

First Floor 1 lavette vitrolite

Second Floor L & M vitrolite

INTERIOR FINISH : BASEMENT

FLOORS
Asphalt Tile
Terrazzo
Concrete

WALLS
Panel
Plaster
Conc. Blk.

CEILING
Plaster
Accoustical
Exposed

FIRST FLOOR
Terrazzo
Vinyl Tile

Plaster
Vinyl Wall covering

Plaster

SECOND FLOOR
Vinyl Tile

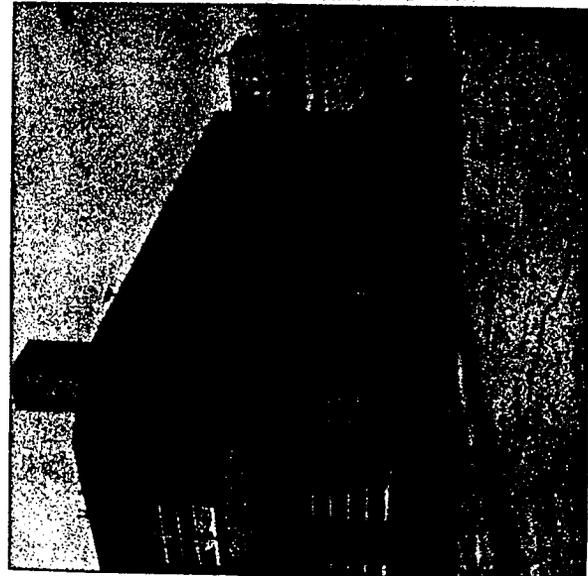
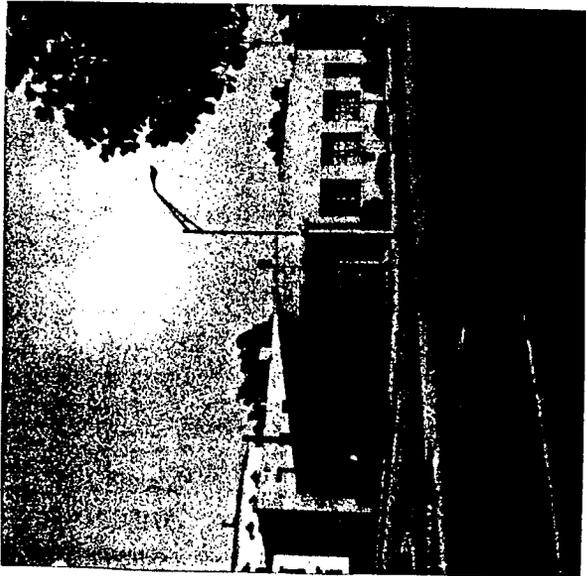
Plaster
Panel

Plaster

OTHER
Drive-up Window

CONDITION

The roof does not leak. The walls, windows and foundation are in good condition. The mechanical equipment, plumbing and electric are all original. The air conditioning water is discharged into a sump pump in the basement. Windows are single glazed. Some cracks in blacktop.

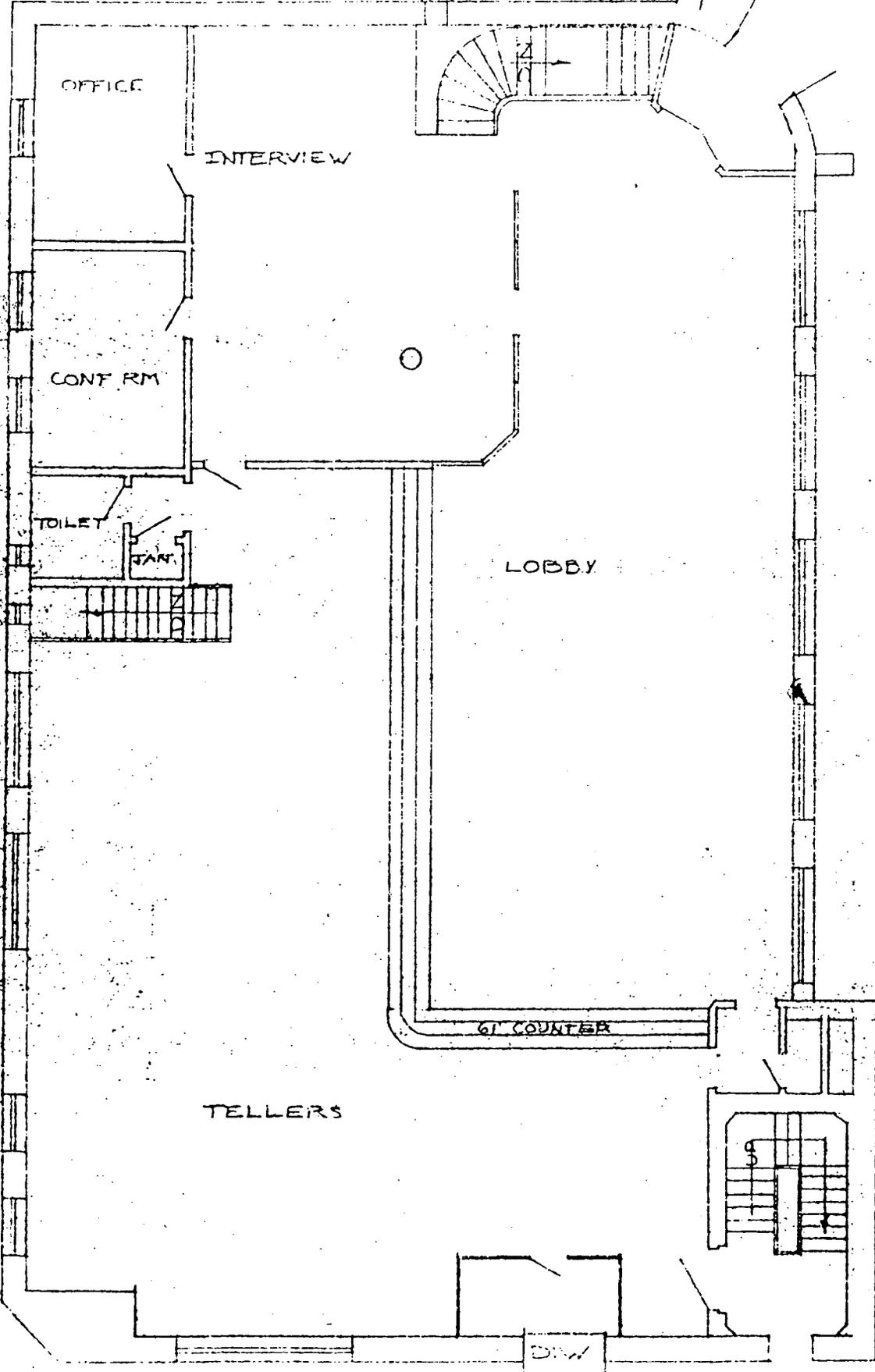


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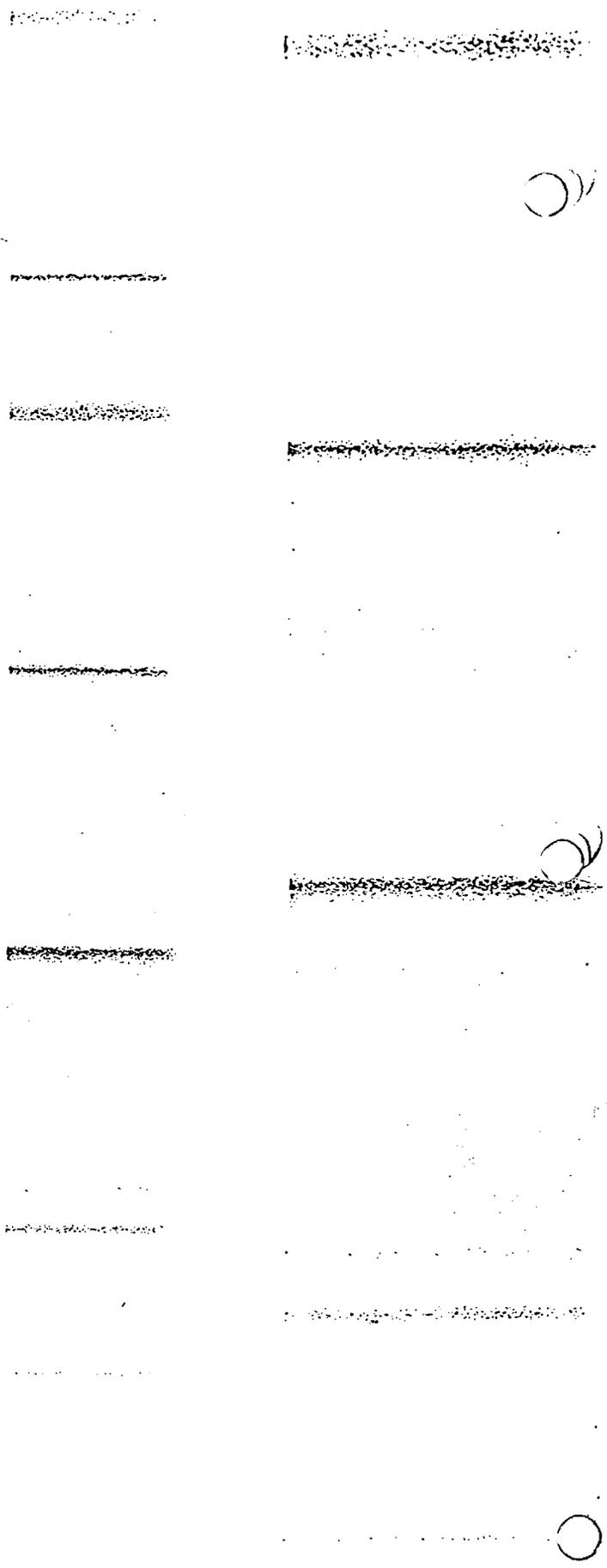
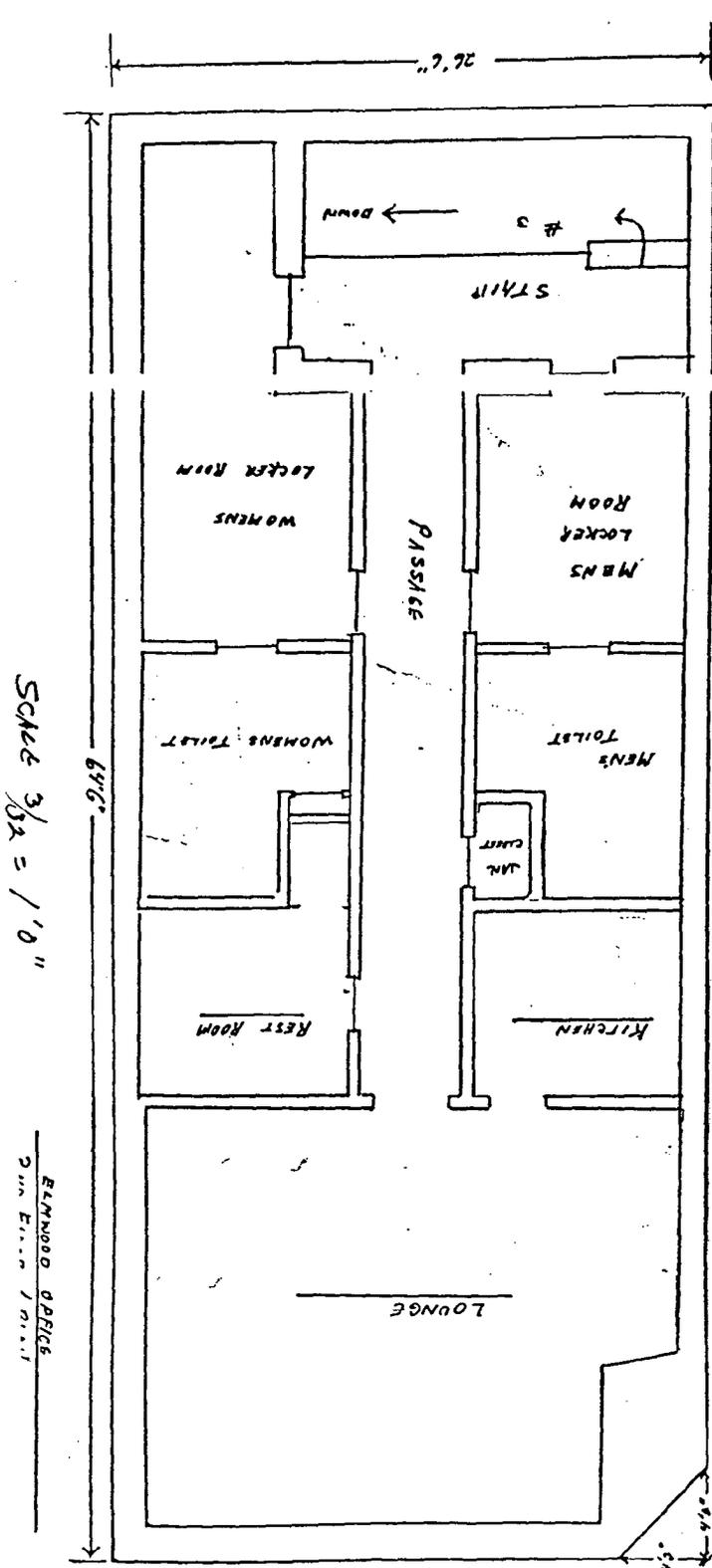
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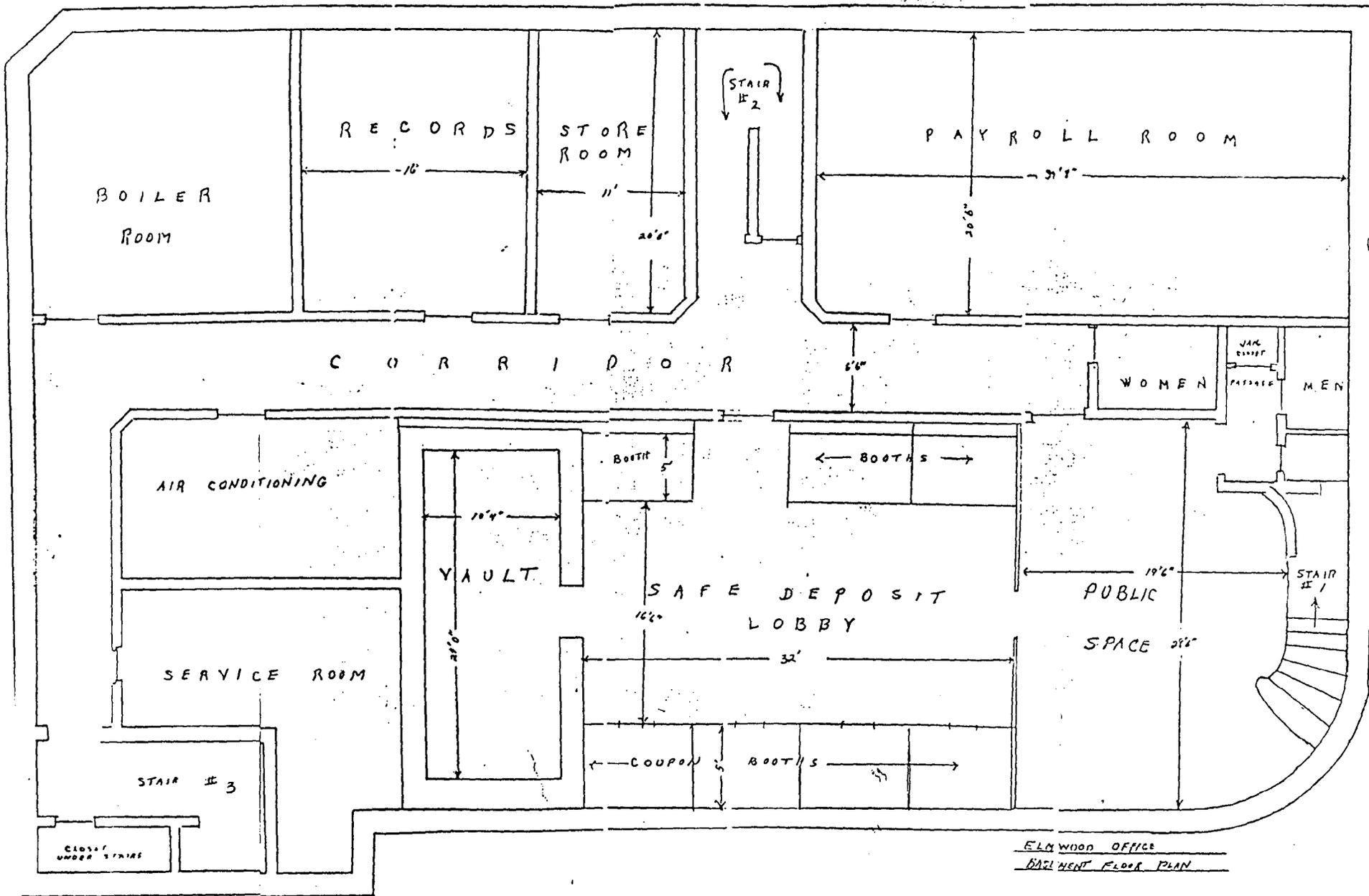
ELMWOOD AVE



INDUSTRIAL NATIONAL BANK
ELMWOOD AVENUE OFFICE

11-9-72 D.H.S.
SCALE 3/32" = 1'-0"





ELMWOOD OFFICE
 BUILDING FLOOR PLAN

SCALE $\frac{3}{32} = 1'0''$

ASSESSMENTS AND TAXES

Assessors Plat 52

Assessed to ~~Industrial~~ ^{FLEET} National Bank Corporation

Lot #	Land	Building and Improvements	Total	Tax 1985
100	\$17,850.00	\$295,060.00	\$312,910.00	\$226,821.85 \$224.03
22	\$ 3,190.00	\$ 1,280.00	\$ 4,470	\$ 324.03 \$ 324.03

Leased Land

Assessed to Sydney Goldman, Lloyd E. Bliss, and Bentley Tobin
Trustees of the Sydney Goldman Trust B
By Industrial Trust Dated 2/20/74

Lot #	Land	Building or Improvements	Total	Tax 1985
369	\$11,900.00	\$ 430.00	\$12,330.00	\$ 892.80 \$ 858.29

ZONING

Lot 100 First 100" C-2, Rear R-3
Lot 22 ½ C-2 ½ R-4

Leased Land

Lot 369 C-2

LEGAL DESCRIPTION

Former Elmwood Office - Fleet National Bank

Deed Recorded - City of Providence

Book 1007 Page 295

XI. That certain lot or parcel of land together with all buildings and improvements thereon conveyed to this grantor by quit claim deed of Exchange Real Estate Company dated June 24, 1948 and recorded in the Records of Land Evidence of said City of Providence in Book 931 at Page 418 and described therein as follows:

That certain lot of land with buildings and improvements thereon, situated on the northerly side of Adelaide Avenue, in the City of Providence and State of Rhode Island and founded and described as follows:

Beginning at a point in the northerly line of said Adelaide Avenue ninety (90) feet easterly from the north-east corner of Adelaide Avenue and Elmwood Avenue, at the southwesterly corner of said premises and the southeasterly corner of land now or lately of Lucia C. Solomon; thence northerly bounding westerly on said Solomon land one hundred (100) feet to land now or lately of Industrial Trust Company; thence easterly bounding northerly on said last or lately of Joseph E. Toher; thence southerly bounding easterly on said Toher land one hundred (100) feet to Adelaide Avenue; thence westerly bounding southerly on said Adelaide Avenue fifty (50) feet to the point of beginning.

That certain lot or parcel of land together with all buildings and improvements thereon conveyed to this grantor by quit claim deed of Exchange Real Estate Company dated July 24, 1947 and recorded in the Records of Land Evidence of said City of Providence in Book 922 at Page 433 and described therein as follows:

That certain lot or parcel of land, with all buildings and improvements thereon, situated at the southeasterly corner of Elmwood Avenue and Atlantic Avenue in the City of Providence, State of Rhode Island, bounded and described as follows:

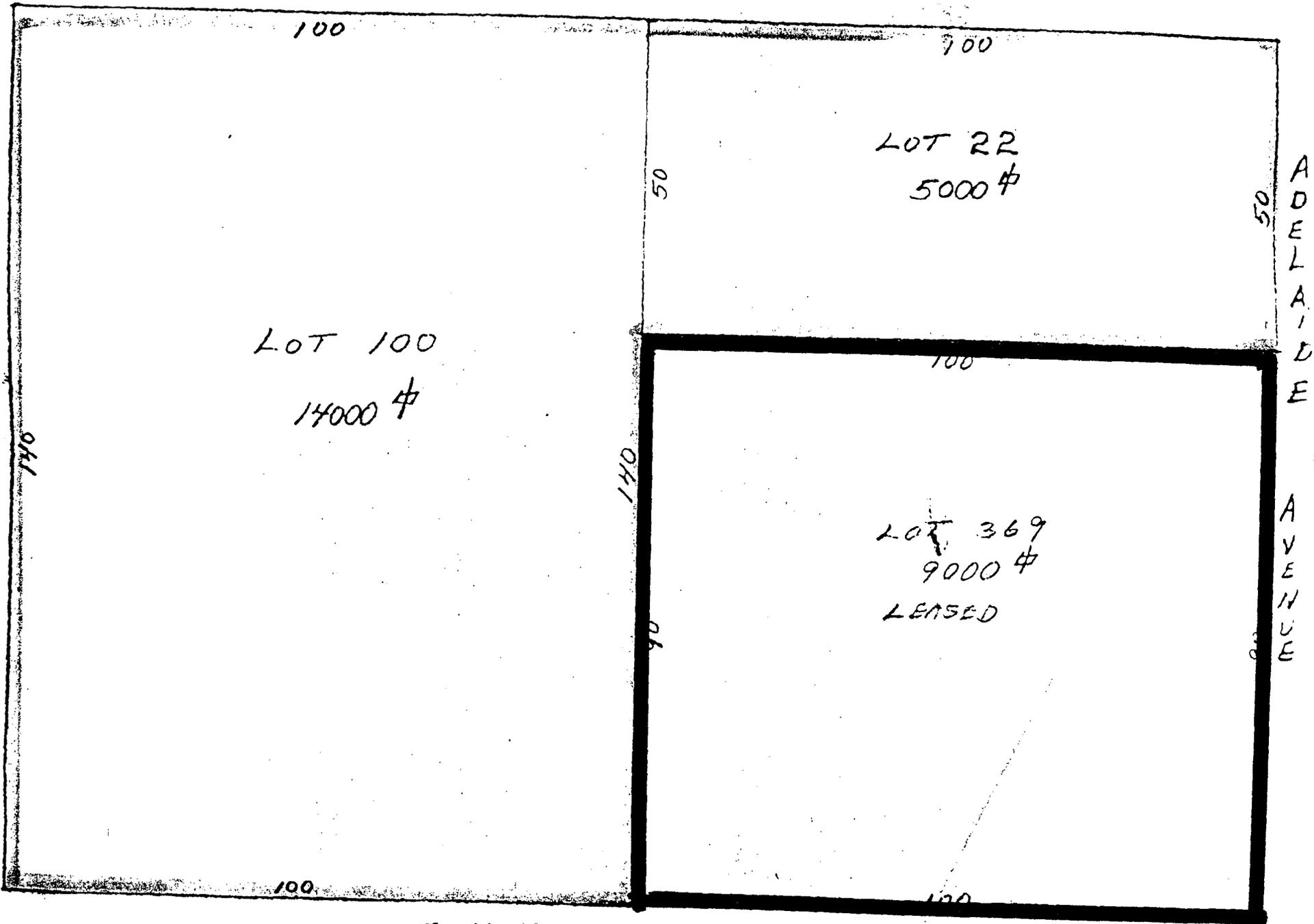
Beginning at the point of intersection of the easterly line of Elmwood Avenue with the southerly line of Atlantic Avenue, and running thence easterly bounding northerly on said Atlantic Avenue a distance of one hundred forty (140) feet to land now or lately of Ralph G. Watson and wife; thence turning and running southerly bounding easterly on said Watson land a distance of one hundred (100) feet to land now or lately of Clifford A. Baxter and wife; thence turning and running westerly bounding northerly on said Baxter land in part, and in part on land now or lately of Lucia G. Soloman a distance of one hundred forty (140) feet to Elmwood Avenue; thence turning and running northerly bounding westerly on said Elmwood Avenue a distance of one hundred (100) feet to Atlantic Avenue and the point or place of beginning.

Said premises are conveyed subject to the restrictions of record insofar as they are now enforceable and have not been released.

9
Being the same premises conveyed to this grantor by deed of Beatrice
G. Gaudet recorded in the Real Estate Records of the City of Providence in
Deed Book 902 at Page 48.

10

10



100

700

LOT 22
5000 \$

50

50

LOT 100
14000 \$

100

140

140

LOT 369
9000 \$
LEASED

90

ADELAIDE

AVENUE

100

100

ELMWOOD AVENUE