

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 376

Effective:

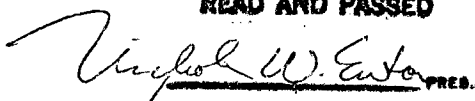

~~Approved~~ June 16, 1985

RESOLVED,

That His Honor the Mayor be and he is hereby authorized to execute a lease with Sun Refining and Marketing Company for land at the Port of Providence and adjoining other land presently leased by said company. Said land will be two (2) triangular portions of property, one (1) with a square footage of 6,915 feet and one (1) with a square footage of 6,914 feet. Said lease to be effective July 1, 1985 and terminating on June 30, 1990 at the same per square foot rental and on the same terms and conditions established for a similar tract of land that Sun Refining and Marketing Company presently leases. Said amount should equal approximately \$.24 per square foot and such other terms and conditions that the Mayor and the City Solicitor's Office deem advisable.

IN CITY COUNCIL.

JUN 6 1985
READ AND PASSED


Vincent W. Entero PRES.

Michael R. Brown CLERK
1st Deputy City

Effective without the Mayor's
signature June 16, 1985.


Rose M. Mendonca

THE COMMITTEE ON
CITY PROPERTY

Agencies Having of
The Public Buildings
Department

John M. Newhouse
Chairman

May 8, 1985

FILED
MAY 22 11 18 AM '85
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

Lot 2
Sun Oil
(Lessee)

PROVIDENCE R.

I. & DEPT. ENGINEERING OFFICE

CITY PROPERTY SECTION

Plan No. 064324

Date May 31, 1985

K To Nail = 196.47

Lot 285

Lot 321
Sun Oil Co.
(Lessee)

Lot 113
Sun Oil Co.
(Lessee)

100'
From Harbor Line

100'
From Harbor Line

E Railroad
Track

R = 480.00

TERMINAL

Chord B-A = 222.69
A = 26°-49'-30"

RD.

Notes:

Parcel A - Cross-Hatched

Area (A-B-C-D-A) Indicates Proposed
Lease To Sun Oil Co. Said Area
Contains 6915 Sq. Ft.

Parcel B - Cross-Hatched Area (E-
F-G-H-J-E) Indicates Proposed Lease To Sun
Oil Co. Said Area Contains 6914 Sq. Ft.

Parcels A And B May Be Subject To Easements
That May Be Required For Sewer, Water, Underground
Pipe Lines And Railroad Lines.

Parcels A And B Are a Portion Of Lot 285 On
Assessor's Plat 56.

Lot Numbers From Assessor's Plat 56

CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Showing Proposed Lease To Sun Oil Co.
At Fields Point
Drawn by Petrusko Checked by J.A.M.
Scale 1" = 40' Date May 31, 1985
Corr. [Signature] Associate Engr.
Approved [Signature]
CHIEF ENGINEER



Department of Law
"Building Pride In Providence"

May 20, 1985

Rose Mendonca, City Clerk
City Hall
Providence, RI 02903

RE: Sun Refining and Marketing Company

Dear Rose:

Enclosed please find three Resolutions which I ask
be submitted to the City Council at the June 6, 1985
meeting.

If you have any questions, certainly feel free to
contact me.

Thank you for your anticipated assistance.

Very truly yours,
Edward C. Clifton,
City Solicitor, by

A handwritten signature in cursive script, reading "Frank Mastrati".

FRANK MASTRATI, JR.
Assistant City Solicitor

FM/vav
Enclosures



Department of Law
"Building Pride In Providence"

April 30, 1985

Councilman Andrew J. Annaldo, Chairman
Committee on City Property
c/o Office of the City Clerk
City Hall
Providence, RI 02903

Dear Chairman Annaldo:

This communication is forwarded to you in response to your memo dated April 26, 1985 regarding communications from the Port Commission and Howard Skerry dealing with Sun Refining and Marketing Company. I believe that the City Property Committee should enter resolutions that are in line with Mr. Freeman's communication of March 13, 1985. If they concur with his findings, I believe that the following documentation is necessary:

1. A resolution requesting the City of Providence to lease two additional triangular parcels of land;
2. A resolution in reference to the amendment and ratification documents should also be passed;
3. A resolution recommending the change in rental of a lease dated July 1, 1980 reflecting the items of paragraph 2 of Mr. Freeman's communication and to check the status of the tonnage rates paid by Sun Oil;
4. Pass a resolution reflecting the new agreement which would amend a prior lease.

Councilman Andrew J. Annaldo, Chairman
Committee on City Property
April 30, 1985

Page Two

If you have any questions or need further information, certainly
feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Frank Mastrati, Jr.".

FRANK MASTRATI, JR.
Assistant City Solicitor

FM/vav

WILLIAM H. D. GODDARD
CHAIRMAN



JOSEPH R. PAOLINO, JR.
~~VINCENT A. CLARK JR.~~
MAYOR

COMMISSIONERS
DAVID G. COLLINS
ROBERT P. FREEMAN
DAVID FRIEDMAN
ALICE C. MACINTOSH
THOMAS C. O'CONNOR, JR.
City Councilman
JOSEPH R. PAOLINO, JR.
City Council President

PORT COMMISSION

March 13, 1985

Mr. Howard Skerry
Terminal Manager
Sun Refining and Marketing Company
35 Terminal Road
Providence, Rhode Island 02905

Dear Howard:

The Port Commission approved the following actions at its meeting held on Friday, March 8, 1985, in connection with the property owned by the city of Providence and leased or used by Sun at its Providence terminal:

1. Voted to recommend that the Mayor execute the lease which was drafted as of July 1, 1980, between the city of Providence and Sun Oil Company of Pennsylvania for the approximately 4,050 square foot tract of land used for your vapor collector. The Port Commission found that the lease had been properly approved by the City Council and Mayor in 1980 (at the time the lease was prepared) and that its not having been signed was an oversight. A copy of the lease to which I am referring, along with the council resolution and map showing the area, is enclosed with this letter.
2. Voted to recommend that the rental under the lease just referred to be fixed for the period from July 1, 1985, through June 30, 1990, on a basis where it is increased by the change in the United States Bureau of Labor Statistics Consumer Price Index from June, 1980, through June, 1985. Although the Consumer Price Index information for June, 1985, may not be available early enough in July to permit billing at the corrected rental, the city of Providence will make an estimate of the increase in June and then will make an appropriate adjustment when the actual figures are available. My estimate is that the rent will increase by roughly 20%, or approximately 24¢ per square foot.
3. Voted to recommend that the city of Providence lease two additional triangular parcels next to the gasoline loading racks used by Sun Oil for a term which would be concurrent with

Port Administration Building
Municipal Wharf Providence, Rhode Island 02905 (401) 781-4717

Mr. Howard Skerry
Page 2
March 13, 1985

the land leased for the vapor recovery stack (beginning July 1, 1985, and ending June 30, 1990) at the same per square foot rental and on the same terms and conditions established for the land under the lease just referred to (approximately 24¢ per square foot). A copy of a plan showing these parcels, which contain respectively 6,915 square feet and 6,914 square feet, is also enclosed for your records. This matter has already been referred to the Properties Committee.

4. Discussed the tonnage rates to be paid by Sun from July 1, 1986, through June 30, 1991, under the lease of July 19, 1972, and agreed to the mechanical process involving the Consumer Price Index which is established in an Amendment and Ratification which was drafted in 1982 by Sun Refining and Marketing Company for execution by the city of Providence. No action had been taken on this Amendment and Ratification by the Port Commission previously.

5. Voted to recommend that the Amendment and Ratification (a copy of which is also enclosed) be signed by the city at this time. The Amendment and Ratification documents an agreement between the city of Providence and Sun to increase the trackage usage charge paid by Sun from \$5 per car to \$20 per car retro-active to the date on which the verbal agreement was originally reached (i.e. as of July, 1981).

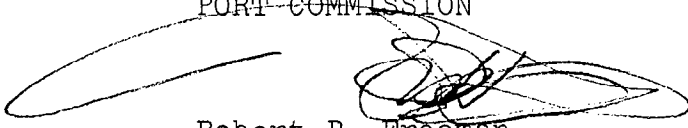
Finally, I am enclosing a copy of my letter to Andrew Annaldo, who is Chairman of the City Property Committee, to whom all such matters are referred for action. I am sending copies of this letter and all of the enclosed materials to Frank Mastrati at the City Solicitor's office with a request that appropriate council action be commenced as soon as possible.

I hope that this matter will be resolved fairly quickly as I believe it is in the best interest of all parties to resolve the situation as soon as possible.

Please call me if you have any questions.

Sincerely,

PORT COMMISSION



Robert P. Freeman
Commissioner

RPF/epm
Enclosures
c: Mr. Andrew J. Annaldo
Frank Mastrati, Jr., Esq.

THIS INDENTURE OF LEASE made and entered into this 1st day of July, 1980, 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 SUN OIL COMPANY OF PENNSYLVANIA, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called the "LESSEE", which expression shall include its successors and assigns where the context so requires or admits.

W I T N E S S E T H:

The Lessor, in consideration of the rents and charges hereinafter reserved doth hereby grant, demise and lease unto the Lessee, subject to the conditions, reservations and covenants hereinafter specified,

That certain tract or parcel of land situated in the Fields Point area in the City of Providence, R.I., shown as cross-hatched area and designated by the letters A-B-C-A on the accompanying plan entitled, "Providence, R.I., P.W. Dept. -Engineering Office, City Property Section, Plan No. 064086, Date: June 26, 1979", bounded and described as follows:

Beginning at point marked "A" on the accompanying plan said Point "A" being generally southwesterly and on the range with the existing northwesterly lease line of Sun Oil Company, said lease line is further identified as being the northwesterly line of Lot 313, on City of Providence Assessor's Plat 56, thence generally northeasterly ninety-two (92.00') feet to point marked "B" on the accompanying plan; thence southeasterly in a line eight (8.0') feet and parallel with the center line of a railroad tract to point marked "C" on the accompanying plan; thence in a generally northeasterly direction one hundred fourteen (114.00') to point marked "A" on the accompanying plan:

Said parcel contains 4050 sq. ft. \pm .

Said parcel is subject to easements that may be required for sewer, water underground pipe line and railroad lines.

An existing easement shown as shaded area is designated by the letters E F G H E on the accompanying plan.

Proposed easement shown as shaded area is designated by the letters A B C D A on the accompanying plan.

The demised premises are to be used by the Lessee or any of its subsidiaries or affiliated companies as a distribution center for storage, and distribution of its products.

TO HAVE AND TO HOLD said premises for a term of FIVE (5) YEARS, to begin on the 1st day of July, 1980 and to end on the 30th day of June, 1985, at an annual rental of EIGHT HUNDRED TEN (\$810) DOLLARS or \$.20 per sq. ft., which the Lessee agrees to pay to the Lessor in equal quarterly payments in advance on the first business day of each quarter during said term, at the office of the City Collector of the City of Providence. The Lessee shall have the option of giving NINETY (90) DAYS' written notice to the Lessor before the termination

of the term hereof to extend this lease for a further term of FIVE (5) YEARS, to begin on the 1st day of July, 1985 and to end on the 30th day of June, 1990, on the same terms and conditions as contained in this lease, except rental shall be subject to re-negotiation as agreed upon between the parties.

1. In consideration of the payment of said rents and the charges herein-after specified and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessee may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor, except as herein provided.

2. The Lessee will hold the Lessor harmless, exonerated and indemnified from or against all loss, costs, damages and expenses, including reasonable counsel fees, under any and all claims by any third person or persons, or co-partnership, association or corporation, made and based upon any neglect or default during the term hereof of the Lessee, or its tenants, agents, or servants, upon or about said premises, or in the use, conditions, maintenance, control or occupation of said premises or of any building, structure, fixture or other improvement, or any personal property thereon, or of any part or parts thereof, or made or based upon any act or omission during said term in the erection or placing on said premises any building, structure, fixture or other improvement, or any personal property, or made or based upon any accident caused by the Lessee's negligence whatever occurring during said term upon or about said premises, or in or about any building, structure, or improvement, or any personal property thereon, or any injuries suffered by any person or persons, or any damages to any property therein or thereon at any time or times during said term, and against any forfeiture, fine, loss, costs, damage and expense caused by its or their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, or the erection, maintenance or use of any building, structure, fixture or other improvement, or any personal property thereon, and against all loss, costs, damage and expense, including reasonable counsel fees, lawfully suffered or reasonably incurred by the Lessor in discharging said premises from any lien, judgment or incumbrance attached through any act or omission of the Lessee, its agents or servants during the term hereof, or suffered or incurred by the Lessor in obtaining possession of said premises after default, or upon the expiration of the term of this lease.

3. The Lessor covenants that it is the owner in fee simple of the premises herein demised; that it has full authority to lease the same to the Lessee for the term aforesaid; ~~that it will place the demised premises in condition to comply with all lawful requirements of governmental authorities having jurisdiction thereof for the transaction thereon of the business of the Lessee as stated herein; that it will place the Lessee in actual possession of the demised premises at the beginning of the term hereof.~~

4. The Lessee hereby covenants and agrees with the Lessor as follows:

(a) That it will pay to the Lessor the said specified rent at the times and in the manner herein provided;

(b) It is further understood and agreed by and between the parties hereto that all additions and improvements erected or placed by the Lessee are and shall be pledged for the payments of all rents and sums of money accruing or owing under this lease. And at any time after default in the payment of any rent or sum of money accruing or owing under this lease, and such default shall have continued for the space of thirty (30) days, from and after written notice as hereinafter provided is served upon the Lessee, it shall be lawful for the Lessor to enforce said pledge by selling the additions and improvements or any of them on said leased premises at public auction, first giving notice once a week at least for three (3) successive weeks of the time and place of each sale by advertisement in some newspaper published in the City of Providence and in its or their own name or names, or as the attorney or attorneys of the Lessee, (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers thereof good and sufficient transfers or bills of sale thereof; and to receive the proceeds of such sale or sales, and from such proceeds to retain the amount of rent then due from the Lessee and all other sums of money accruing or owing under this lease, together with the expenses incident to such sale or sales, rendering and paying the surplus of said proceeds, if any there be, to the Lessee.

(c) That in case of any failure on the part of the Lessee to pay said rent and charges at the times and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for thirty (30) days after notice in writing by the Lessor to the Lessee, the

Lessor, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon and take immediate and full possession of said premises and repossess the same as of its former estate, without prejudice to its right to recover full rent and charges for the time for which the Lessee has been in possession and any damages which the Lessor may have suffered by reason of any breach of the terms or conditions of this lease on the part of the Lessee; provided, that in case the default upon which any notice shall be predicated is in the payment of any rent or other money charge reserved hereunder, the Lessee shall have the right to cure any default before actual possession is taken by the Lessor or actual sale of property pledged to secure the payment of the amount of rent hereunder. Such default may be cured by the payment of the amount of rent due with interest and any costs or expenses which the Lessor shall have been put to on account of any such default.

(d) That it will quit and surrender the demised premises at the end of the term aforesaid and extensions thereof in as good a state and condition as received, reasonable wear and tear and damage by fire or by the elements or other causes not within its control excepted; provided, however, that any fixtures, equipment or improvements which may be placed in or upon the demised premises by the Lessee shall remain its property. And it shall have the right to remove the same at any time during the term hereof or within thirty (30) days after the expiration of this lease or any extension thereof, leaving the premises as received.

The Lessor may require the Lessee to so remove said improvements within said time and to leave said premises in a good condition or, in lieu of said removal and restoration, may make other arrangements with the Lessee. In case of failure of the Lessee to remove and restore as so required, the Lessor shall have the right to do so and charge the cost thereof to the Lessee. The Lessor shall also be entitled to charge the Lessee reasonable compensation for loss of the use of said premises during the time required for said removal and restoration.

(e) That it will promptly comply with all lawful requirements of the various governmental authorities, municipal, state or national, having jurisdiction over the demised premises with respect to the manner in which it uses same.

(f) That it will not do or permit any act or thing on the demised premises that shall be unlawful or create a nuisance.

(g) That it will pay during the term of said lease all charges against the demised premises for water used by the Lessee.

That it will pay all electric service charges against the leased premises.

(h) That the Lessee will not assign this lease or sublet the whole or any part of said premises, except with the approval of the Lessor acting by and through such official body, committee or commission as shall exercise jurisdiction over the premises and in all cases with the approval of the Mayor.

5. The Lessee and Lessor mutually covenant and agree as follows:

(a) That the provisions of this lease shall bind and shall enure to the benefits of the parties hereto and their legal representatives.

(b) If during the term hereof Lessee shall be unable to obtain and renew any permits or licenses which may be required by law for Lessee's business use, in that event; Lessee shall have the right to terminate this lease upon sixty (60) days' written notice to the Lessor.

(c) That all written notices required under the terms of this lease shall, so far as the Lessor is concerned, be mailed postage prepaid to the Mayor of the City of Providence, City Hall, Providence, Rhode Island; and, so far as the Lessee is concerned, shall be mailed postage prepaid to the office of the Lessee, 1608 Walnut Street, Philadelphia, Pennsylvania 19103.

ARBITRATION CLAUSE:

In case the parties cannot agree to rent for a further term of five years, it shall be fixed and determined by a majority of three (3) disinterested persons, one chosen by the Mayor for the time being of the City of Providence, the other by the Lessee, and the third by the two so chosen. The decision of said majority shall be final and binding upon the parties hereto, and the cost of said arbitration shall be borne equally between the parties.

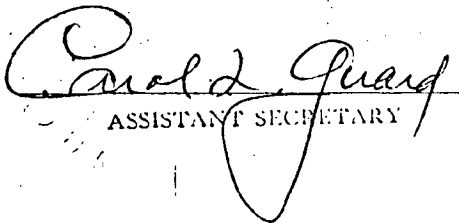
In case the two arbitrators chosen by the respective parties cannot agree upon a third person, then such third person shall be appointed by the Presiding Justice of the Superior Court for the Counties of Providence and Bristol, upon petition filed by either party.

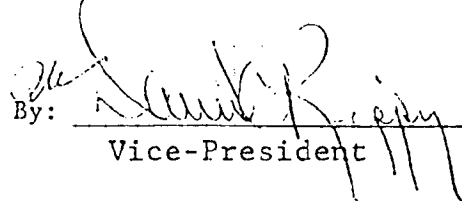
IN WITNESS WHEREOF, THE CITY OF PROVIDENCE has caused these presents to be executed in duplicate, and its corporate seal to be hereunto affixed by _____, its Mayor, duly authorized by vote of its City Council, and SUN OIL COMPANY OF PENNSYLVANIA has caused these presents to be executed and its corporate seal to be hereunto affixed by Carol L. Guard its Assistant Secretary, the day and year first above written.

CITY OF PROVIDENCE

By: _____ Mayor

SUN OIL COMPANY OF PENNSYLVANIA


ASSISTANT SECRETARY

By: 
Vice-President

STATE OF RHODE ISLAND

PROVIDENCE, SC.

In the City of Providence, on the day of 19 ,
then personally appeared before me the above-named
Mayor, to me known and known by me to be the party who executed the foregoing
instrument, and he acknowledged the said instrument by him executed on behalf of
the City of Providence to be his free and voluntary act and deed and the free and
voluntary act and deed of said City.

Notary Public

My Commission Expires:

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On the *16th* day of *October*, 198*0*, before me personally
appeared David C. Rippy, to me known, who being by me duly sworn, did depose
and say that he resides in 2 James Thomas Road, Malvern, Pennsylvania 19355
and he is Vice President of SUN OIL COMPANY OF PENNSYLVANIA, a corporation
described in and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of
said corporation; and he signed his name thereto by like order.

Frank R. Kromer

Notary Public

My Commission Expires: *January 2, 1982*

CORRECT IN FORM AND SATISFACTORY TO ME.

Acting City Solicitor

RESOLUTION OF THE CITY COUNCIL

No 513

Approved: August 15, 1980

RESOLVED, That His Honor the Mayor be and he is hereby authorized to execute a lease to Sun Oil Company of Pennsylvania of the Premises located at Fields Point, Providence, situated on City Assessor's Plat 56, and containing approximately Four Thousand Fifty (4,050) square feet of land, more or less, described as follows;

That certain tract or parcel of land situated in the Fields Point area in the City of Providence, R.I., shown as cross-hatched area and designated by the letters A-B-C-A on the accompanying plan entitled, "Providence, R.I., P.W. Dept.- Engineering Office, City Property Section, Plan No. 064086, Date: June 26, 1979", bounded and described as follows:

Beginning at point marked "A" on the accompanying plan said point "A" being generally southwesterly and on the range with the existing northwesterly lease line of Sun Oil Company, said lease line is further identified as being the northwesterly line of Lot 313, on City of Providence Assessor's Plat 56, thence generally northeasterly ninety-two (92.00') feet to point marked "B" on the accompanying plan; thence southeasterly in a line eight (8.0') feet and parallel with the center line of a railroad tract to point marked "C" on the accompanying plan; thence in a generally northeasterly direction one hundred fourteen (114.00') to point marked "A" on the accompanying plan:

Said parcel contains 4,050 sq. ft. ±.

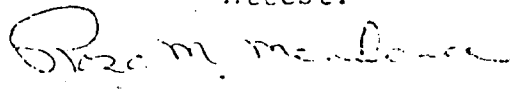
Said parcel is subject to easements that may be required for sewer, water underground pipe line and railroad lines.

An existing easement shown as shaded area is designated by the letters E F G H E on the accompanying plan.

Proposed easement shown as shaded area is designated by the letters A B C D A on the accompanying plan.

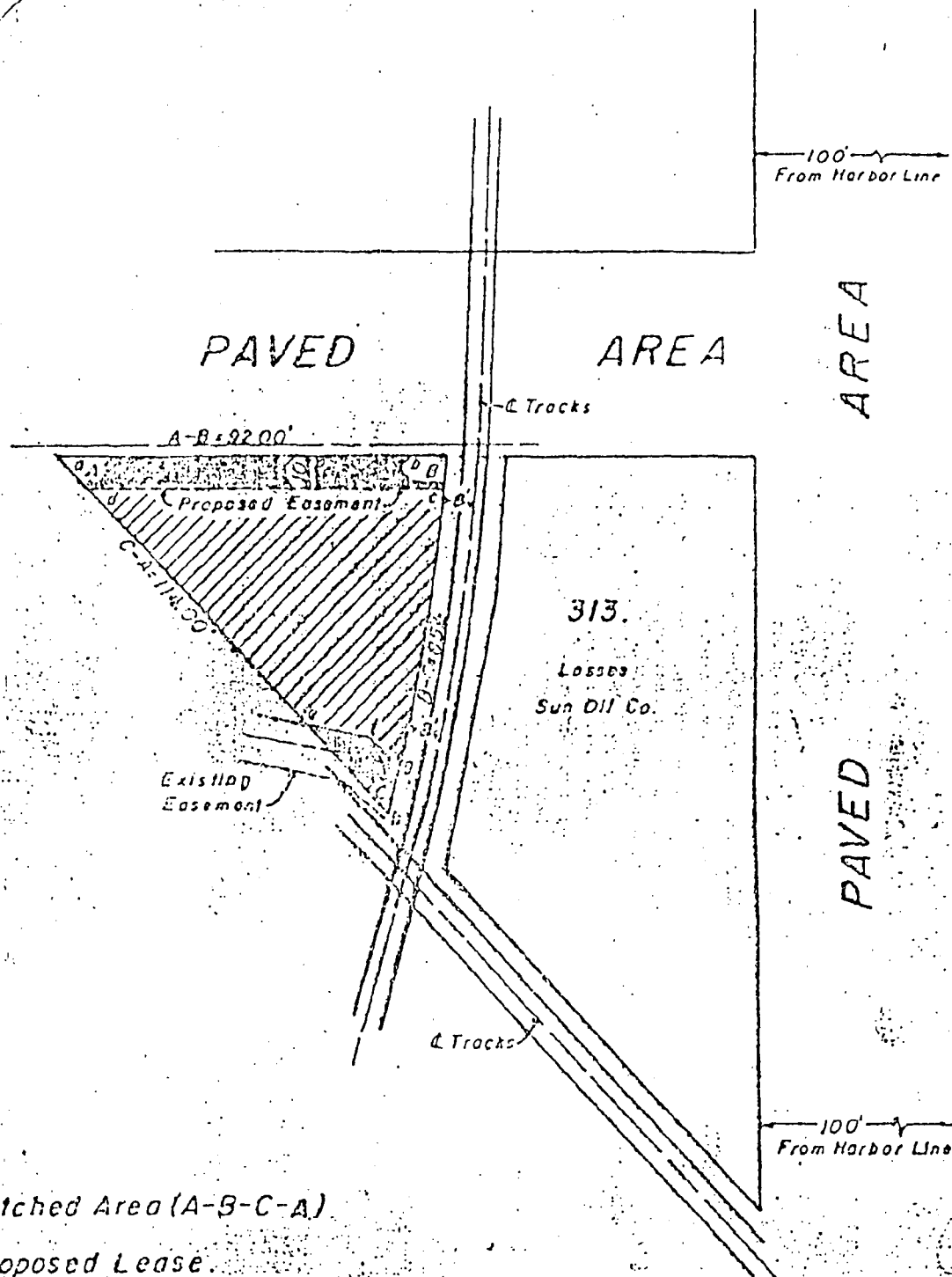
The annual rental to be Twenty Cents (\$.20) per square foot, for a term of Ten (10) Years, subject to renegotiation following the first Five (5) Years, containing such terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

A true copy,
Attest:


Rose M. Mendonca,
City Clerk.

47-822

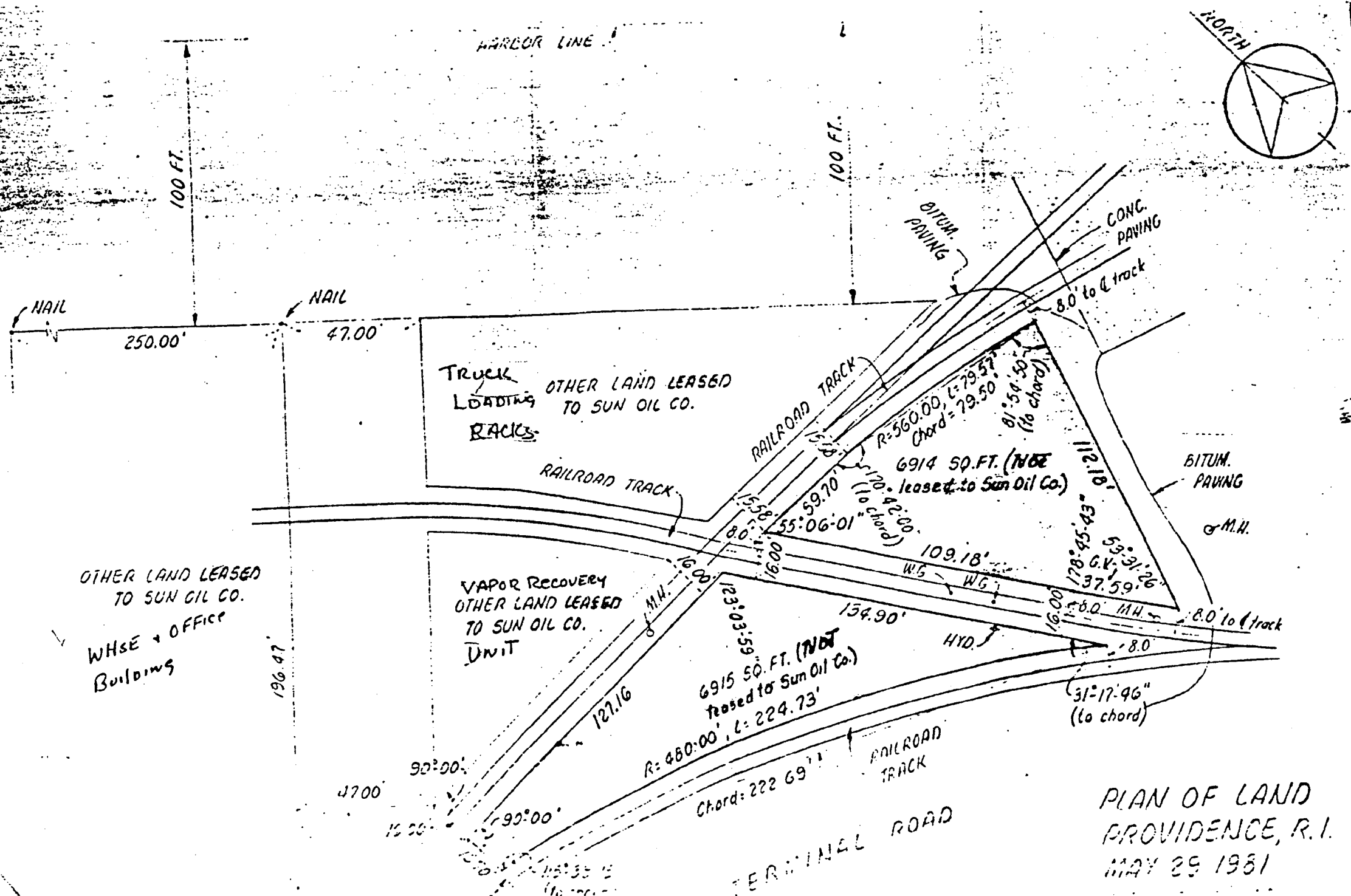
PROVIDENCE R. I.
P. W. DEPT. ENGINEERING OFFICE
CITY PROPERTY SECTION
Plan No. 064086
Date June 26, 1979



Notes:
Cross-Hatched Area (A-B-C-A)
Indicates Proposed Lease.
Shaded Area (a-b-c-d-a)
Indicates Proposed Easement.
Shaded Area (e-f-g-h-e)
Indicates Existing Easement.
Said Parcel Contains 4,050 Sq. Ft. ±

CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Showing Proposed Sun Oil Lease
Drawn by J.A.M. Checked by R.J.O.
Scale 1"=40' Date 6-26-79
Corrected by [Signature] Associate Eng.
Approved by [Signature] CHIEF ENGINEER

Lot Numbers From Assessor's Plat 56



AMENDMENT AND RATIFICATION

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, the undersigned, being all of the parties to that certain instrument entitled: Indenture of Lease dated 19th day of July, 1972 by and between the City of Providence, a municipal corporation, in the County of Providence, State of Rhode Island, hereinafter referred to as "Lessor", and Sun Refining and Marketing Company, formerly Sun Oil Company of Pennsylvania, a Pennsylvania corporation, hereinafter called the "Lessee", pertaining to premises situated at Fields Point section of the City of Providence, Rhode Island, being Lot 2 on Assessors Plat 56 and designated by the letters, B-C-D-E-F-G-H-J-B and area A-B-C-D-E-A, on plans entitled, Providence, Rhode Island, P.W. Dept. Engineering Office, City Property Section, Plan No. 062270 and Plan No. 063314, do hereby amend and modify said instrument, as follows:

The term and rental paragraph commencing on Page 3 and continuing on Page 4 of said Indenture of Lease, dated July 19, 1972, shall read:

TO HAVE AND TO HOLD said premises for a term of ten (10) years, to begin on the first (1st) day of July, 1971 A.D., and to end on the 30th day of June, 1981, A.D., at an annual rental of THIRTY THOUSAND (\$30,000.00) DOLLARS which the Lessee agrees to pay the Lessor in equal quarterly payments of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS, payable in advance on the 1st day of business each quarter during said term at the office of the City Collector of the City of Providence. The said Lessee shall have the option, by giving ninety (90) days written notice to the Lessor before termination of the term hereof to extend this Lease for a further term of ten (10) years to begin on the first day of July, 1981 A.D., on the same terms and conditions as contained in this Lease, the annual land rental to remain the same during the additional ten (10) year period. In addition to the aforementioned terms and conditions the Sun Refining and Marketing Company, formerly Sun Oil Company of Pennsylvania, agrees, during the ten (10) year extension of this Lease, commencing the first (1st) day of July, 1981, to guarantee the wharfage rate at TWENTY-FIVE (\$25) CENTS per ton of cargo on a minimum of 150,000 tons per year and the wharfage rate for each ton exceeding 150,000 tons up to 300,000 tons per year will be FIFTEEN (\$15) CENTS per ton. The wharfage rate for each ton exceeding 300,000 tons per year will be TEN (\$10) CENTS per ton.

In addition, during the second (2nd) five (5) years of the ten (10) year extension of this Lease, commencing the first (1st) day of July, 1986, Lessee agrees to increase the aforementioned wharfage rates in accordance with the percentage increase between June 1981 and June 1986 of the U. S. Bureau of Labor Statistics' Consumer Price Index - all items.

The dockage will be assessed at the rate of TEN (\$10) CENTS per lineal foot per day or fraction thereof on the basis of overall length of the vessel and will commence twenty-four (24) hours after the arrival of the vessel. All other rates and charges will be published in the Port Operating Tariff.

PARAGRAPH (h) on Page ten (10) of said Indenture of Lease, dated July 19, 1972 shall read:

That it will pay ~~TWENTY-FIVE (\$25.00)~~ DOLLARS per car for every loaded car shipped inward or outward over the tracks belonging to Lessor. The Lessee shall not be required to pay any such car charge on freight arriving at the Municipal Wharf via water and shipped out by the Lessee over the tracks of the Lessor.

AND FOR THE SAME CONSIDERATION, it is further agreed that said instrument and all prior amendments thereto, in all other respects, are hereby adopted, and as herein amended and modified, are ratified, confirmed, and declared to be in full force and effect.

EXECUTED THE

DAY OF

1982.

CITY OF PROVIDENCE

SUN REFINING AND MARKETING COMPANY



13
**Sun Refining and
Marketing Company**

35 Terminal Rd.
Prov. R.I. 02905

June 14, 1984

Councilman James A. Petrosinelli
559 Branch Ave.
Providence, R. I. 02904

Dear Councilman:

Sun Oil Company leases land from the City of Providence on
Terminal Rd.

Adjacent to the land currently leased is two small parcels of
land separated by railroad tracks. This property (see enclosed
diagram) contains easements, water lines and is not suitable
for development.

Over the years we have tried to clean up debris to reduce fire
hazards.

If possible, Sun Oil would be willing to lease or buy this
property to use for parking and access to our gasoline loading
racks.

I would appreciate you calling at your earliest convenience to
discuss this matter.

Thank You Very Much

Yours truly,

A handwritten signature in cursive script that reads "Howard E. Skerry".

Howard E. Skerry
Prov. Terminal Mgr.

HES:i
enc:

FILED

OCT 25 10 29 AM '84

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

**THE COMMITTEE ON
CITY PROPERTY**

Recommends

Be Continued

Rose M. Merdian

Clerk

Nov. 4, 1984



**Sun Refining and
Marketing Company**

35 Terminal Rd.
Prov. R.I. 02905

June 14, 1984

Councilman James A. Petrosinelli
559 Branch Ave.
Providence, R. I. 02904

Dear Councilman:

Sun Oil Company leases land from the City of Providence on
Terminal Rd.

Adjacent to the land currently leased is two small parcels of
land separated by railroad tracks. This property (see enclosed
diagram) contains easements, water lines and is not suitable
for development.

Over the years we have tried to clean up debris to reduce fire
hazards.

If possible, Sun Oil would be willing to lease or buy this
property to use for parking and access to our gasoline loading
racks.

I would appreciate you calling at your earliest convenience to
discuss this matter.

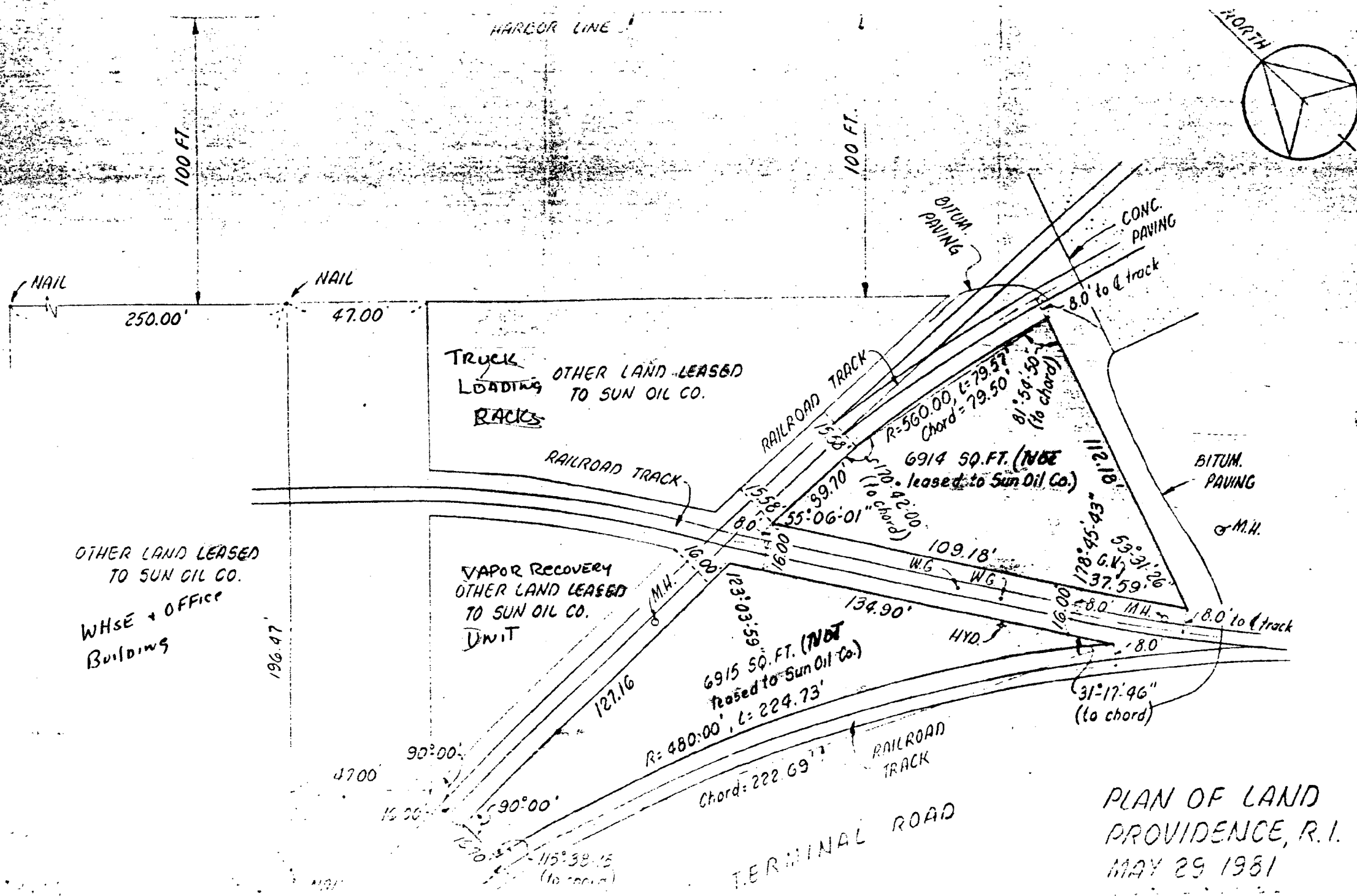
Thank You Very Much

Yours truly,

A handwritten signature in cursive script that reads "Howard E. Skerry". The signature is written in dark ink and has a fluid, connected style.

Howard E. Skerry
Prov. Terminal Mgr.

HES:i
enc:



City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: November 29, 1984

TO: William H. Goddard, Chairman
Providence Port Commission

SUBJECT: ACCOMPANYING COMMUNICATION FROM SUN OIL COMPANY.

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

DISPOSITION: VOTED: To refer accompanying correspondence from
the Providence Terminal Manager of Sun Oil
Company relative to their leases, for
study and report, and subsequent response
to the above-named Committee by the Providence
Port Commission.

City Clerk

WILLIAM H. D. GODDARD
CHAIRMAN



JOSEPH R. PAOLINO, JR.
~~VINCENT A. CIANCIA, JR.~~
MAYOR

COMMISSIONERS
DAVID G. COLLINS
ROBERT P. FREEMAN
DAVID FRIEDMAN
ALICE C. MACINTOSH
THOMAS C. O'CONNOR, JR.
City Councilman
JOSEPH R. PAOLINO, JR.
City Council President

PORT COMMISSION

March 13, 1985

Mr. Andrew J. Annaldo
Chairman
City Property Committee
777 River Avenue
Providence, Rhode Island 02908

Dear Andy:

I am enclosing a copy of a letter to Howard Skerry, who is the manager of the Providence Terminal operation of Sun Refining and Marketing Company (formerly Sun Oil Company of Pennsylvania).

I am also enclosing a calculation of the amount of additional money that will be paid to the city of Providence once the actions that are outlined to Sun in the enclosed letter are approved by the Council and implemented by the Mayor. You will note that at the end of 1984 some \$89,411.60 of additional charges for tonnage and tank cars had not been paid by or billed to Sun because of the failure of the former city administration to act upon the lease changes that were approved some while ago.

The rental charges agreed to with respect to the area covered by Sun's vapor recovery parcel and the adjacent pieces (which are of little use to anyone other than Sun) will cause the rental on the vapor recovery piece to increase by approximately 20¢ to 24¢ per square foot. If my calculations are correct, the city will also pick up an additional \$3,000, more or less, of rental from the small triangular pieces of land that are not leased to anyone at this stage.

Please do what you can to expedite the processing of these matters and please feel free to give me a call if you have questions on any of the above.

Sincerely,

PORT COMMISSION

Robert P. Freeman
Commissioner

RPF/epm

Port Administration Building
Municipal Wharf Providence, Rhode Island 02905 (401) 781-4717

FILED

MAR 21 11 26 AM '85

DEPT. OF CLERK
PROVIDENCE, R.I.

QUICK REPLY CORRESPONDENCE SUN-6891A

MAIL TO <i>R Freeman</i>	RETURN TO
LOCATION	LOCATION FEB 11 REC'D

SUBJECT *Tonnage Charges*

MESSAGE *Increases agreed to in letter dated 5/27/1982 would amount to the following totals for tonnage and tank cars that have not been paid.*

<i>7/81 - 12/81</i>	<i>9,925.40</i>	SIGNATURE	DATE
<i>1/82 - 12/82</i>	<i>28,777.20</i>		
<i>1/83 - 12/83</i>	<i>25,164.00</i>		
<i>1/84 - 12/84</i>	<i>25,545.00</i>		

REPLY *89,411.60*

In as much as renewal would be due again 2/1/86, I would think it would be of the best interest of both parties to make an agreement that would include the next five year period.

SIGNATURE <i>Howard Sheeny</i>	DATE <i>2/7/85</i>
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WILLIAM H. D. GODDARD
CHAIRMAN



JOSEPH R. PAOLINO, JR.
~~VINCENT A. CIANCIO, JR.~~
MAYOR

COMMISSIONERS
DAVID G. COLLINS
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DAVID FRIEDMAN
ALICE C. MACINTOSH
THOMAS C. O'CONNOR, JR.
City Councilman
JOSEPH R. PAOLINO, JR.
City Council President

PORT COMMISSION

March 13, 1985

Mr. Howard Skerry
Terminal Manager
Sun Refining and Marketing Company
35 Terminal Road
Providence, Rhode Island 02905

Dear Howard:

In addition to the matters involving the space near your terminal operation, the Port Commission discussed the space which you lease in the Ace Warehouse structure at its recent meeting.

We would like to work something out with you to have you lease approximately 9,800 square feet of the former sanitation building and give up the space in Ace Warehouse. I understand from our conversation that this might be agreeable to you.

I would appreciate it if you would take a close look at the sanitation garage and determine what improvements may be needed and how we might incorporate those improvements into your rental arrangements so that they could be done with no cost outlay to the city.

I will keep you posted on the Ace Warehouse situation and look forward to hearing back from you on this other matter.

I am sending copies of this letter to Councilman Annaldo and Frank Mastrati of the City Solicitor's office for their information.

Sincerely,

PORT COMMISSION

Robert P. Freeman
Commissioner

RPF/epm

c: Mr. Andrew J. Annaldo
Frank Mastrati, Jr., Esq.

Port Administration Building
Municipal Wharf Providence, Rhode Island 02905 (401) 781-4717

DEPT. OF CLERK
PROVIDENCE, R.I.

MAR 21 11 26 AM '85

FILED

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: April 26, 1985

TO: City Solicitor Edward C. Clifton

SUBJECT: REQUEST OF SUN REFINING AND MARKETING COMPANY TO LEASE
ADDITIONAL LAND AT FIELDS POINT

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

DISPOSITION: VOTED: To refer the attached information from the Port
Commission and Howard E. Skerry, Providence Terminal
Manager of Sun Refining and Marketing Company to the
City Solicitor for his review and opinion back to the
above named Committee as soon as practical.

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 9, 1985

TO: City Solicitor Edward C. Clifton

SUBJECT: REQUEST FOR RESOLUTION TO CITY COUNCIL

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

DISPOSITION:

Accompanying is information relative to a lease to Sun Refining and Marketing Company for land situated at Fields Point.

The above-named Committee requests the City Solicitor draft the appropriate Resolution for presentation to the City Council meeting scheduled to be held May 16, 1985.

Attached is a copy of the Resolution passed by the City Council on August 7, 1980 for your review.

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 9, 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 information relative to a lease to Sun Refining and Marketing Company for land at Fields Point.

The members of the Committee have requested that appropriate Resolution be presented to the City Council at its meeting scheduled to be held May 16, 1985; therefore, kindly submit the tracing no later than May 15, 1985.

City Clerk