

Complaint of Judicial Misconduct against Judge John McConnell, Jr

Supplementary Appendix Containing Archival Materials



Footnote 50

Crossroads Rhode Island, 2020 Return of An Organization Exempt From Income Tax at Sched. L p. 2 (Form 990) (2021), <https://perma.cc/CN74-BSZA>. (The filing stated, “The organizations [sic] decision to purchase the property was based on many factors unrelated to the relationship with its board member.” It does not elaborate further.) See also City of Providence, R.I., Land Book 12945, 110–12, <https://perma.cc/7MP9-PA5S> (warranty deed).

							committee?					
							To	From				
							Yes	No	Yes	No	Yes	No
Total												

Part III Grants or Assistance Benefiting Interested Persons.
Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. Cat. No. 50056A Schedule L (Form 990 or 990-EZ) 2020

Schedule L (Form 990 or 990-EZ) 2020 Page 2

Part IV Business Transactions Involving Interested Persons.
Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
(1) MARK STEWART	OFFICER AT LARGE OF CROSSROAD AND CFO OF BCBS OF RI	723,273	THE ORGANIZATION HAS A HEALTH INSURANCE PLAN WITH BLUE CROSS BLUE SHIELD OF RI. THE ORGANIZATION'S DECISION TO DO BUSINESS WITH BCBS OF RI IS BASED UPON THE COMPETITIVE PRICING AND TYPES OF PLANS OFFERED THAT MEET EMPLOYEE NEEDS, AND NOT THE RELATIONSHIP WITH ITS BOARD MEMBER.		No
(2) EDWIN SANTOS	TREASURER OF CROSSROADS AND DIRECTOR OF THE WASHINGTON TRUST COMPANY	3,684,877	INVESTED IN VARIOUS FUNDS HELD BY WASHINGTON TRUST COMPANY		No
(3) BARBARA COTTAM	BOARD MEMBER OF CROSSROADS AND HEAD OF CORPORATE AFFAIRS OF CITIZENS BANK	3,633,992	THE ORGANIZATION HOLDS A LINE OF CREDIT, OPERATING CHECKING ACCOUNT, AND SAVINGS ACCOUNT WITH CITIZENS BANK. THE ORGANIZATION'S DECISION TO CONDUCT ITS BANKING WITH CITIZENS IS BASED UPON THE CONVENIENCE OF AVAILABLE TERMS AND CONDITIONS, AND NOT THE RELATIONSHIP WITH ITS BOARD MEMBER.		No
(4) MATT MARCELLO	BOARD MEMBER OF CROSSROADS AND OWNER OF HOTEL ASSOCIATES LLC	700,000	THE ORGANIZATION PURCHASED A BUILDING AND LAND OWNED BY HOTEL ASSOCIATES LLC IN WHICH ITS BOARD MEMBER HAD A LIMITED INTEREST. THE ORGANIZATION'S DECISION TO PURCHASE THE PROPERTY WAS BASED ON MANY FACTORS UNRELATED TO THE RELATIONSHIP WITH ITS BOARD MEMBER.		No

Part V Supplemental Information

DOC: 2020273335
Bk: 12945 Pg: 110

Tax: \$3,220.00
Date: 12/16/2020
RECORDER: KM
CITY OF PROVIDENCE
669575
RHODE ISLAND
REAL ESTATE
CONVEYANCE TAX

WARRANTY DEED

HOTEL ASSOCIATES, LLC, a Rhode Island limited liability company, for consideration paid in the amount of Seven Hundred Thousand no/100 Dollars (\$700,000.00), hereby grant to **CROSSROADS RHODE ISLAND, a RI non-profit corporation**,
With **WARRANTY COVENANTS**:

Those certain lots or parcels of land, with all the buildings and improvements thereon, located in the City and County of Providence, State of Rhode Island, more particularly described on Exhibit "A" attached hereto and made a part hereof.

Subject to Restrictions and Easements of record.

Subject to real estate taxes assessed December 31, 2019.

Grantor hereby covenants that it has complied with the non-resident withholding provisions of R.I. General Laws, Section 44-30-71.3.

IN WITNESS WHEREOF, I have caused my name to be affixed hereunto on this
10th day of December, 2020.

HOTEL ASSOCIATES, LLC

By: Matthew T. Marcello III
Matthew T. Marcello III, Authorized Member

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence in said County on the 10th day of December, 2020, before me personally appeared Matthew T. Marcello, duly authorized Member of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of said limited liability company

Edward E. D'Agostino
Notary Public ID # 2672
State of Rhode Island
MY COMMISSION EXPIRES 2-23-2022

Matthew T. Marcello III
Notary Public
My Commission Expires. _____

EXHIBIT A

Those three certain parcels of real estate located in the City of Providence, County of Providence and State of Rhode Island, together with the buildings and improvements thereon, bounded and described as follows:

PARCEL ONE: (AP 24, AL 637 – 368 Pine Street)

That certain parcel of land with all buildings and improvements thereon situated on the northeasterly side of Stewart Street and the southeasterly side of Pine Street in the City of Providence, County of Providence, State of Rhode Island is bounded and described as follows:

Beginning at a point at the most westerly corner of the herein described parcel of land, said point of beginning is further described as being the intersection of the northeasterly line of Stewart Street and the southeasterly line of Pine Street;

Thence proceeding northeasterly along the southeasterly line of said Pine Street a distance of one hundred thirty eight and 05/100 feet (138.05') to a point;

Thence turning an interior angle of ninety degrees, one minute and twenty six seconds and running southeasterly bounded northeasterly by land now or formerly of J and J Realty a distance of ninety five and 29/100 feet (95.29') to a point;

Thence turning an interior angle of eighty nine degrees, fifty eight minutes and thirty four seconds and running southwesterly a distance of forty eight and 33/100 feet (48.33') to a point;

Thence turning an interior angle of two hundred sixty nine degrees, fifty five minutes and thirty two seconds and running southeasterly a distance of two and 54/100 feet (2.54') to a point;

Thence turning an interior angle of ninety degrees, ten minutes and one second and running southeasterly a distance of twenty three and 10/100 feet (23.10') to a point;

Thence turning an interior angle of two hundred sixty nine degrees, fifty five minutes and three seconds and running southeasterly a distance of forty one and 38/100 feet (41.38') to a point;

Thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of two and 00/100 feet (2.00') to a point;

Thence turning an interior angle of two hundred seventy degrees, no minutes and no seconds and running southeasterly a distance of nine and 50/100 feet (9.50') to a point;

Thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of fifteen and 00/100 feet (15.00') to a point;

Thence turning an interior angle of two hundred seventy degrees no minutes and no seconds and running southeasterly a distance of five and 10/100 feet (5.10') to a point;

Thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of forty nine and 64/100 feet (49.64') to a point in the northeasterly line of said Stewart Street, the last nine courses are bounded southeasterly, northeasterly, southeasterly, northeasterly, southeasterly, northeasterly, southeasterly northeasterly and southeasterly by land now or formerly of Linda S. Presbrey;

Thence turning an interior angle of ninety degrees, no minutes and no seconds and running northwesterly in the northeasterly line of said Stewart Street a distance of one hundred fifty three and 86/100 feet (153.86') to the point and place of beginning, this last mentioned course forming an interior angle of eighty nine degrees, fifty nine minutes and twenty five seconds with the first mentioned course.

PARCEL TWO: (AP 24, AL 224 – 362 Pine Street)

Beginning at a point in the easterly line of Pine Street, Providence, Rhode Island, which point is 178.05 feet, more or less, from the intersection of the northerly line of Stewart Street and the easterly line of Pine Street, and which point is the northwest corner of land now or lately of Joseph DiBattista, Jr. and the northeast corner of the parcel herein conveyed; thence running easterly, bounded northerly on said DiBattista land a distance of 95 feet, more or less, to the northeast corner of land now or lately of David Presbrey; thence turning and running southerly, bounded easterly on said Presbrey land a distance of 40 feet, more or less to a point; thence turning and running westerly a distance of 95 feet, more or less, to the easterly line of said Pine Street; thence turning and running northerly a distance of 40 feet, more or less, to the point and place of beginning.

PARCEL THREE: (AP 24, AL 675 – 371 Pine Street)

That certain tract or parcel of land situated northeasterly of Stewart Street and northwesterly of Pine Street in the City of Providence, County of Providence, State of Rhode Island and Providence Plantations, delineated as "Parcel A" on that plan entitled, "Minor Subdivision Plan A.P. 24, Lot 654 Pine St., Stewart St., Conduit St. & Service Rd. No. 7 Providence, Rhode Island Project No. 01-200 Scale 1"=20' Date: 03/02/17 Revised; 7/18/2017 & 8/15/2017 Prepared for Hotel Associates, LLC 40 Fountain Street, Providence, Rhode Island 02903 by Waterman Engineering Company 46 Sutton Avenue, East Providence, RI, Richard S. Lipsitz, PLS #1837, which plan is recorded in the Land Evidence Records in the City of Providence on October 4, 2017 in Book 90, Page 100.

PROPERTY ADDRESS:
(for reference purposes only)
362, 368 and 371 Pine Street
AP 24, Lots 224, 637 and 675
Providence, RI 02903

RECEIVED:
Providence
Received for Record
12/16/2020 03:12:11 PM
Document Num: 2020273335
John A Murphy
Recorder of Deeds

Footnote 51

371 Pine St, City of Providence, R.I., Tax Assessment Records,
<https://perma.cc/P93T-QJQ5>

[Home](#)[Search](#)[Print](#)[Previous](#)[Next](#)

Disclaimer: This information is for tax assessing purposes and is not warranted

Parcel Identification		Assessment	
Map/Lot	24-675	Land	\$82,500
Account	45405	Building	\$282,000
State Code	71 - Charitable	Card Total	\$364,500
Card	1/1	Parcel Total	\$364,500
User Account	02406750000		

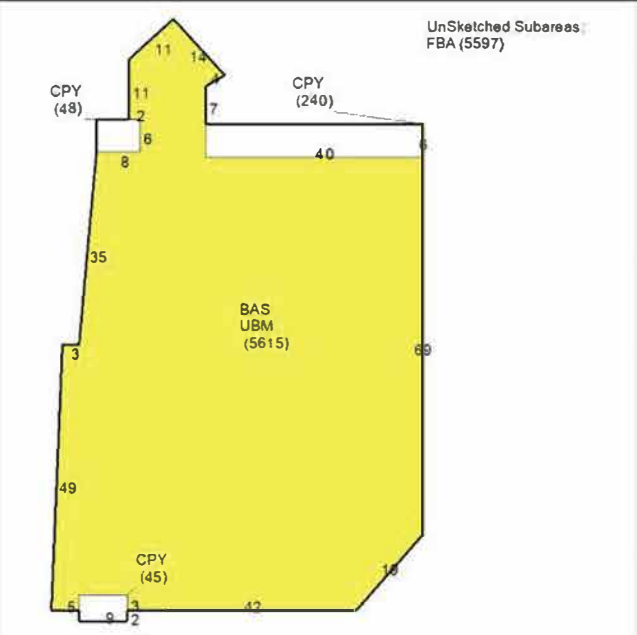


Prior Assessments				
Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2024	\$82,500	\$277,800	\$4,200	\$364,500
2023	\$82,500	\$277,800	\$4,200	\$364,500
2022	\$82,500	\$277,800	\$4,200	\$364,500
2021	\$75,000	\$321,400	\$3,600	\$400,000
2020	\$75,000	\$332,200	\$3,600	\$410,800

Location and Owner	
Location	371 PINE ST
Owner	Crossroads Rhode Island
Owner2	
Owner3	
Address	160 Broad St
Address2	
Address3	PROVIDENCE RI 02903

Building Information	
Design	Office Bldg Base
Year Built	1955
Heat	Steam
Fireplaces	0
Rooms	0
Bedrooms	0
Bathrooms	
Above Grade Living Area	5,615 SF

Sale Information			
Sale Date	Sale Price	Legal Reference	Instrument
11/17/2023	\$0	14009-267	DEED
12/16/2020	\$700,000	12945-110	W DEED



Building Sub Areas	
Sub Area	Net Area
Basement	5,615 SF
Canopy	333 SF
FBM Average	5,597 SF
First Floor	5,615 SF

Land Information	
Land Area	11,038 SF
Zoning	C-2
View	-
Neighborhood	2276

Yard Item(s)			
Description	Quantity	Size	Year
Fence (Chain Link)	1	140	1975
Paving (Asphalt)	1	2800	1975

[Click To Open Google Maps](#)

Footnote 53

City of Providence, R.I., Land Book 13434, 268–69, <https://perma.cc/XZJ4-B6G4>.

Tax: \$3,910.00
Date: 01/14/2022
RECORDER: JP
CITY OF PROVIDENCE
673103
RHODE ISLAND
REAL ESTATE
CONVEYANCE TAX

DOC: 2022310287
Bk: 13434 Pg: 268

WARRANTY DEED

HOTEL ASSOCIATES, LLC, a Rhode Island limited liability company, for consideration paid in the amount of Eight Hundred Fifty Hundred Thousand no/100 Dollars (\$850,000.00), hereby grant to **CROSSROADS RHODE ISLAND, a Rhode Island non-profit corporation**,

With WARRANTY COVENANTS:

That certain tract or parcel of land situate on Summer Street, on Conduit Street and on Stewart Street in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the point of intersection of the southerly line of Conduit Street with the westerly line of Stewart Street and running thence southerly bounding easterly on said Stewart Street a distance of one hundred fifty-eight and 25/100 (158.25) feet to Warners Lane, so-called; thence turning and running westerly bounding southerly on said Warners Lane one hundred sixty-four and 78/100 (164.78) feet to the westerly line of Dallas Alley, so-called; thence turning and running southerly bounding easterly on Dallas Alley to land now or lately of Frank Chin Chintow et al, trustees; thence turning and running westerly bounding southerly on said last named land a distance of one hundred fifty-seven and 43/100 (157.43) feet to Summer Street; thence turning and running northerly bounding westerly on said Summer Street a distance of one hundred sixty and 40/100 (160.40) feet to Conduit Street; thence turning and running easterly bounding northerly on said Conduit Street a distance of three hundred twenty-one and 56/100 (321.56) feet to said Stewart Street and the point and place of beginning.

Grantor hereby covenants that it has complied with the non-resident withholding provisions of R.I. General Laws, Section 44-30-71.3 by obtaining a Certificate of Withholding Based on Gain.

Grantor hereby covenants that this conveyance is of such a nature that it is exempt from the provisions of the smoke and carbon monoxide requirements of the R.I. Fire Safety Code as it is a conveyance of vacant land.

IN WITNESS WHEREOF, HOTEL ASSOCIATES, LLC has caused these presents to be executed by its duly authorized officer on this 13th day of Jan, 2022.

HOTEL ASSOCIATES, LLC

By: 

Matthew T. Marcello III, President

STATE OF RHODE ISLAND

COUNTY OF Providence

In Cranston in said County on the 13th day of January, 2022, before me personally appeared Matthew T. Marcello III, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed, to be his free act and deed, individually, in said capacity and the free act and deed of HOTEL ASSOCIATES, LLC.


Notary Public

My Commission Expires: _____

PROPERTY ADDRESS:
(FOR REFERENCE PURPOSES ONLY)
94 Summer Street
Providence, RI
Plat 24, Lot 640

Edward E. D'Agostino
Notary Public ID # 2672
State of Rhode Island
MY COMMISSION EXPIRES 2-23-2022

RECEIVED:
Providence
Received for Record
01/14/2022 08:48:13 AM
Document Num: 2022310287
John A Murphy
Recorder of Deeds

Footnote 54

94 *Summer St*, City of Providence, R.I., Tax Assessment Records, <https://perma.cc/79JV-HLRB>.

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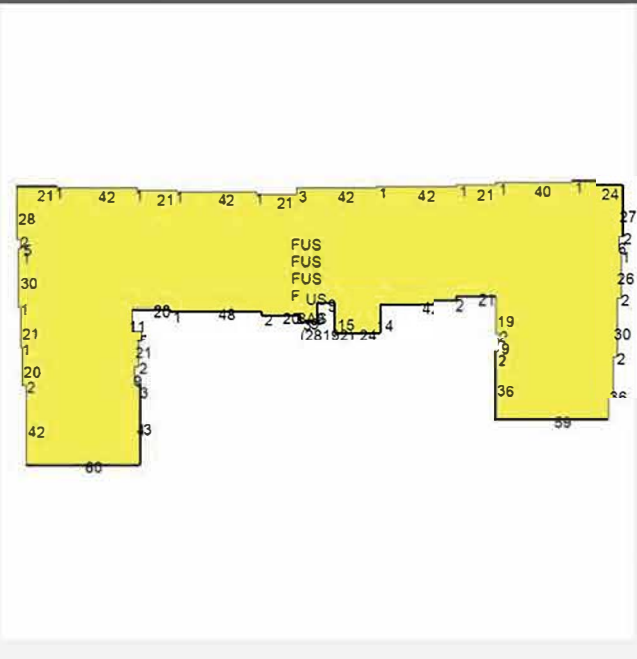
Disclaimer: This information is for tax assessing purposes and is not warranted

Parcel Identification		Assessment	
Map/Lot	24-640	Land	\$492,300
Account	13524	Building	\$921,800
State Code	03 - Apartments	Card Total	\$1,414,100
Card	1/1	Parcel Total	\$1,414,100
User Account 02406400000			



Prior Assessments				
Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2024	\$492,300	\$856,700	\$65,100	\$1,414,100
2023	\$492,300	\$0	\$65,100	\$557,400
2022	\$492,300	\$0	\$65,100	\$557,400
2021	\$188,500	\$0	\$66,200	\$254,700
2020	\$188,500	\$0	\$66,200	\$254,700

Location and Owner	
Location	94 SUMMER ST
Owner	Summer Street Housing Partners I LP
Owner2	
Owner3	
Address	160 Broad St
Address2	
Address3	Providence RI 02903



Building Information	
Design	6+ Apts Comm
Year Built	2024
Heat	Forced Warm Air
Fireplaces	0
Rooms	0
Bedrooms	0
Bathrooms	176 Full Bath
Above Grade Living Area	140,960 SF

Building Sub Areas	
Sub Area	Net Area
Finished Upper Story	112,768 SF
First Floor	28,192 SF

Sale Information			
Sale Date	Sale Price	Legal Reference	Instrument
08/17/2023	\$0	13941-292	Q DEED
01/14/2022	\$850,000	13434-268	W DEED

Land Information	
Land Area	50,583 SF
Zoning	C-2
View	-
Neighborhood	2274

Click To Open Google Maps

Yard Item(s)			
Description	Quantity	Size	Year
Fence (Chain Link)	1	1000	1970
Kiosk (Retail or Gas)	1	24	1970
Lights	1	5	1970
Paving (Asphalt)	1	50000	1970

Footnote 57

Crossroads operates a homeless shelter in a building that was part of the lease obtained through bribery scheme. Tracy Breton, *Judge Orders R.I. To Pay Rent, For Now, on Controversial Offices*, PROVIDENCE J., May 20, 1994, at B12.

RHODE ISLAND

Judge orders R.I. to pay rent, for now, on controversial offices

By TRACY BRETON
Journal-Bulletin Staff Writer

PROVIDENCE — A Superior Court judge has ordered the state to continue to pay — at least for this month — occupancy and use charges for space it rents downtown for the Department of Employment and Training under a controversial lease.

The ruling, on a request heard last Friday in chambers by Judge Ronald R. Gagnon, was a victory, at least temporarily, for Pine Street Realty and Hotel Realty Associates, the interconnected partnerships that in 1988 won lucrative leases for DET's offices at 101 Friendship St. and its print shop several blocks away, at 371 Pine St.

Charges that former Governor Edward D. DiPrete took a \$30,000 kickback in return for awarding the office leases from one of Pine Street's partners, Rodney Brusini, DiPrete's chief fund-raiser, culminated April 8 when the Sundlun administration notified the building owners that it would no longer pay the more than \$74,800 in monthly use and occupancy fees for the Friendship Street offices and \$8,475 in monthly rent for the print shop.

The state wants the court to nullify the leases based on the bribery allegations and because of structural and fire-safety deficiencies.

But based on arguments presented by partnership lawyer Joseph V. Cavanagh Jr., Gagnon ruled that the state does not have the right to unilaterally stop the payments and ordered the state to make the May payment.

The judge scheduled a hearing June 10 on whether to order another payment, for the month of June.

One of the three lawyers representing the state at the proceedings before Gagnon was Suzanne Worrell Gemma, who had been advised last month by the state Ethics Commission that continuing to work on the DET case would be a violation of the revolving-door statute.

Gemma recently stepped down as Governor Sundlun's deputy legal counsel. The commission, in an advisory opinion, said she should not work for the state within a year of her departure from the State House.

Gemma tried yesterday to persuade the Ethics Commission to reverse its decision but it stood by its earlier ruling.

Gemma said in an interview that she believed she had to appear in court "because of the emergency nature of the action," adding, "I just can't leave a client in the lurch." She said the state has hired another lawyer, R. Kelly Sheridan, to take over for her if she bows out.

But Marvin Perry, DET director, said after yesterday's Ethics Commission hearing, "we'll talk about our options" before deciding what to do.

The state is picking up the tab for three lawyers to represent it in the flap over the DET leases.

Gemma, Sheridan and lawyer Joshua Teverow all appeared before Gagnon — which prompted one of Pine Street's partners, Joseph DiBattista, to call the Journal-Bulletin afterwards to complain.

"She should not have been there,"

period," DiBattista said of Gemma. "At least the Ethics Commission didn't think she should have. ... Why have we been vilified at every step of the way and they get away with these things and think they can get away with these things?"

The state paid Teverow \$147,922 between April 1992 and the end of 1993 for his work for the DET concerning the leases.

However, Sheridan said that Teverow does not consider himself a trial lawyer "and the state felt it was important to have an experienced trial attorney handle the case." Asked how much he would be paid for his services, Sheridan said "we haven't even discussed" that yet.

Based on the state's failure to make the May payment to the landlords, Cavanagh asserted that the state was in contempt for violating a 1993 court order to pay the monthly rent to an escrow agent. The escrow agent pays the mortgage and operating costs.

Cavanagh said that if the monthly payments don't come in, the partnership will have no choice but to close the DET offices.

Since last September, the state has been paying tens of thousands of dollars less than the lease calls for in rent for using the Friendship Street space. But in its lawsuit, the Pine Street partners are asking the court to force the state to make up the difference — an amount that Gemma says totals \$288,291.

With staff reports from Katherine Gregg and Thomas Frank.

COLOR HOUSE

MEMORIAL DAY Sale

USING AMERICA'S FINEST

1/3 OFF

1/3 OFF*

1/3 OFF*



MOORGARD
Low Lustre Latex
NOW

\$17⁹⁵



MOORGLO
Soft Gloss Latex
Reg. \$28.94
NOW

\$19³⁰



MOORE'S
HOUSE PAINT
Oil Gloss
Reg. \$31.75
NOW

\$21²⁰

30% OFF* CUSTOM WALLCOVERING
40%-70% OFF* ALL STOCK WALLCOVERING

MANY NEW ARRIVALS

*Sugg. Retail



OIL & ACRYLIC
Except White
CABOT'S
O.V.T. \$15⁹⁵
Gall.

Also On Sale
Semi-Solid
Decking
Semi-Transparent

NEW HUNTER DOUGLAS
WINDOW TREATMENTS

CRANSTON
1107 Reservoir Ave. (Just north of Garden City)
Mon., Wed., & Fri. 7:30-8:00
Tues., Thurs., Sat. 7:30-5:30; Sun. 10-2:30
943-1155

NO. KINGSTOWN
8190 Post Road
Daily 7:30-5:00; Wed., Fri. 7:30-5:00
294-6100

DET negotiating for space on Elmwood Avenue

PROVIDENCE — The state Department of Employment and Training is negotiating for space in the former Elmwood Avenue home of the Department of Labor.

The agency wants the space for unemployment insurance counselors and other staff who were moved out of the first floor of the agency's headquarters, at 101 Friendship St., last September after inspectors raised serious structural questions about the building.

An advertisement drew three bids ranging from \$9.54 a square foot for 220 Elmwood Ave., former home of the Labor Department; \$12.50 a square foot for 10 Davol Square; and \$17.93 a square foot for 100 Dupont Drive, the former C & J Jewelry Building.

The Elmwood Avenue space is owned by Thomas Thomasian Trust. The trustees include Thomas E. Thomasian, Carol Ann (Thomasian) Penatzer and former Cranston

Mayor James Taft.

The displaced Providence staff are doubled up with their Pawtucket colleagues in an office at 101 Main St. The lease on that space has expired and DET officials want to move that office to the old Peerless store down the street at 175 Main St., owned by the Pawtucket Redevelopment Agency.

DET officials won State Properties Committee approval Tuesday to negotiate both leases.

GRAND'S GOT IT!

Come to Grand Furniture Warehouse and save. Choose from hundreds of living rooms, bedrooms, dinettes, mattresses and more! Same day delivery. In-store financing. Guaranteed free layaway.

GRAND
FURNITURE WAREHOUSE

INSTANT CREDIT AVAILABLE.
SEE STORE FOR DETAILS!



YOUR CHOICE
This plush Sofa
or this 4 pc. Bedroom.
\$198

BONUS BUY!
Add the Loveseat
for only:
\$148

BONUS BUY!
Add the 4 Drawer Chest and
Nightstand for only:
\$148



Contemporary sleek design with the look of bleached oak. Includes dresser, mirror, headboard & frame. Chest and nightstand also available.



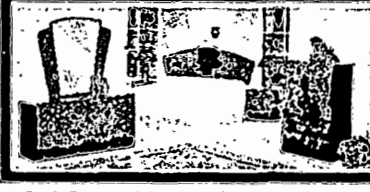
Plush tufted 2 pc. Sofa and Loveseat set. Superbly tailored to match your decor. Chair also available.
\$398



Versatile pattern and colors make this 2 pc. sofa an outstanding look for any home. Chair also available.
\$498



Contemporary light oak finish dresser, mirror, headboard, frame, Chest and nightstand also available.
\$228



Dark mahogany finish dresser, mirror, headboard, frame, Chest and nightstand also available.
\$298

FAMOUS POSTURE SERIES MATTRESSES

\$18 POSTURE PLUS FIRM
TWIN \$18 each piece
FULL \$29 each piece
QUEEN \$39 each piece
KING \$39 each piece
*5-year limited warranty

BED FRAMES
TWIN \$19.95
FULL \$19.95
QUEEN \$29.95
KING \$34.95

\$34 POSTURE SELECT-EXTRA FIRM
TWIN \$34 each piece
FULL \$44 each piece
QUEEN \$54 each piece
KING \$54 each piece
*5-year limited warranty

ALL SOLD IN SETS
SEE STORE FOR DETAILS

Not all mattress selections advertised. Come in for a wider variety of sizes and low prices.

\$54 IMPERIAL-EXTRA FIRM
TWIN \$54 each piece
FULL \$74 each piece
QUEEN \$89 each piece
KING \$84 each piece
*10-year limited warranty

\$89 CHIRO-ULTRA FIRM
TWIN \$89 each piece
FULL \$124 each piece
QUEEN \$149 each piece
KING \$138 each piece
*25-year limited warranty

\$69 POSTURE ELEGANCE-SUPER FIRM DLX
TWIN \$69 each piece
FULL \$99 each piece
QUEEN \$124 each piece
KING \$99 each piece
*20-year limited warranty

\$99 PILLOWTOP-DELUXE FIRM
TWIN \$99 each piece
FULL \$139 each piece
QUEEN \$169 each piece
KING \$146 each piece
*25-year limited warranty



CANDLESTICK LAMPS
\$19.99
ELEGANT DESIGN

3 PIECE DINETTE
\$89
Set includes table and two chairs

IRON CANOPY BED FRAME
\$128
mattress and rails not included

SOFA SLEEPER
\$148
Sofa by day, bed by night.

GRAND
FURNITURE WAREHOUSE

43 HASWELL ST.
From freeway: Exit #18 to Thurber,
right on Eddy; right on Reeder.
Directly behind Lawton Moving Co.
941-1331

SE HABLE ESPAÑOL
ALSO IN:
BOSTON, 617-932-3338
& 617-469-2113
and
WORCESTER, 508-757-9400

HOURS
Mon - Sat: 10-9
Sun: 12-6
CASH • CHECK •
VISA • MC •
AMEX • DISC

GRAND



Footnote 58

See 2023 Audit, *supra* note 40, at 8–10.

Footnote 59

Id. (NK Housing, Inc. is the general partner for Kingstown Crossings, L.P.; NK Housing II, Inc. is the general partner for Kingstown Crossings II, L.P.; TA Housing, Inc. is the general partner for Travelers Aid Housing, L.P.; and Summer Street Housing I, Inc. is the general partner for Summer Street Housing Partners I, L.P.).

**CROSSROADS RHODE ISLAND AND
SUBSIDIARIES**

**Consolidated Financial Statements
and Supplementary Information**

Year Ended December 31, 2023

(With Independent Auditors' Report Thereon)

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



1. Nature of Operations

Crossroads Rhode Island (Crossroads) is a not-for-profit corporation that provides a variety of human service programs to individuals and families of Rhode Island who are in crisis due to homelessness or other disruptive circumstances. Crossroads' services include shelter and assessment, housing programs, and education and employment assistance, which are principally funded by government grants and contracts. Crossroads also provides property management services to Kingstown Crossings, L.P. (KCI), Kingstown Crossings II, L.P. (KCII), Travelers Aid Housing, L.P. (TAH), and Summer Street Housing Partners I, L.P. (SSHPI) and acts as the development manager for real estate development entities.

KCI (a Limited Partnership), which was formed on February 25, 2009, owns and operates a low-income housing project located in North Kingstown, Rhode Island consisting of 58 low and moderate-income family housing units (the KCI Project), which is sponsored by Crossroads. KCI's general partner is NK Housing, Inc. (NKI), a for-profit wholly-owned subsidiary of Crossroads. NKI is the sole general partner, and owns a 0.01% general partnership interest, in KCI. The remaining 99.99% interest represents a limited partnership interest owned by an unrelated party.

The KCI Project operates in accordance with the U.S. Department of Housing and Urban Development's (HUD) Housing Choice Voucher Program and is regulated by the Rhode Island Housing and Mortgage Finance Corporation (RI Housing) as to rental charges and operating methods.

The Section 8 Housing Program (the Program) was formed under Section 8 of the United States Housing Act of 1937 (the Act). The Act provides that housing assistance payments be made to KCI on behalf of low-income families and elderly eligible tenants. Under the Program, eligible tenants are required to pay KCI a portion of the rent and HUD or a state agency pays the difference between the contract rent and the amount due from tenants. Eligible tenants are required to pay the greater of 30% of their adjusted gross income or 10% of their gross income as rental payments. During the year ended December 31, 2023, approximately 73% of KCI's revenue was obtained through housing assistance payments under this program.

The KCI Project qualifies for the low-income housing tax credit under Section 42(h)(4) of the Internal Revenue Code (IRC). The tax credit compliance period ends on December 31, 2027.

KCII (a Limited Partnership) was formed on February 25, 2009, to construct and operate a low-income housing project consisting of 46 low and moderate-income family housing units located in North Kingstown, Rhode Island (the KCII Project), which is sponsored by Crossroads. The general partner is NK Housing II, Inc. (NKII), a for-profit wholly-owned subsidiary of Crossroads. NKII is the sole general partner, and owns a 0.01% general partnership interest, in KCII. The remaining 99.99% interest represents a limited partnership interest owned by an unrelated party.

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



The KCII Project is regulated by RI Housing as to rental charges and operating methods. A portion of the KCII Project's financing was provided by Home Investment Partnership Program (HOME) funds received through RI Housing. Under the agreements related to the HOME funds, at least eleven of the rental units must be occupied by HOME-assisted individuals with three of the eleven units occupied by individuals whose income is less than 50% of the area median income, and eight of the eleven units occupied by individuals whose income is less than 60% of the area median income.

The KCII Project also operates in accordance with the HUD Housing Choice Voucher Program. During the year ended December 31, 2023, approximately 70% of KCII's revenue was obtained through housing assistance payments under this program.

The KCII Project qualifies for the low-income housing tax credit under Section 42(h)(4) of the IRC. The tax credit compliance period ends on December 31, 2027.

TAH (a Limited Partnership) was formed on June 13, 2002, to acquire, rehabilitate and operate a low-income housing project. On July 12, 2002, TAH acquired the residential unit (the TAH Project) which consists of 176 single-resident occupancy (SRO) units, 10 efficiency units and six one-bedroom units.

The TAH Project is sponsored by Crossroads. TAH's general partner is TA Housing, Inc. (TA Housing), a for-profit wholly-owned subsidiary of Crossroads. TA Housing, Inc. is the sole general partner, and owns a 0.01% general partnership interest, in TAH. The remaining 99.99% interest represents a limited partnership interest owned by an unrelated party.

The TAH Project is located in Providence, Rhode Island and is regulated by RI Housing as to rental charges and operating methods. A portion of the TAH Project's financing was provided by HOME funds received through RI Housing for 32 of the SRO units (the HOME units). Under the agreements related to the HOME funds, the HOME units must be occupied by individuals whose income is less than the stated percentage of the area median income, as follows: three units less than 30%, 24 units less than 50%, three units less than 60%, and two units less than 80%.

TAH receives housing assistance payments under the Program on behalf of eligible tenants in the form of 90 project-based Section 8 rental assistance certificates through the Providence Housing Authority (PHA), and housing assistance payments for 87 units through RI Housing's RoadHome Program. Under this program, eligible tenants are required to pay TAH a portion of the rent and HUD or RI Housing pays the difference between the contract rent and the amount due from tenants. Eligible tenants are required to pay the greater of 30% of their adjusted gross income or monthly rental payments of \$25 related to PHA or \$60 to RoadHome units. During the year ended December 31, 2023, approximately 67% of TAH's revenue was obtained through housing assistance payments under this program.

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



SSHPI (a Limited Partnership) was formed on September 8, 2022, to acquire, develop, rehabilitate, maintain, and operate a low-income housing project. Construction for the project started in August 2023, when land was transferred/deeded to SSHPI from Crossroads. The SSHPI Project is sponsored by Crossroads. SSHPI's general partner is Summer Street Housing I, Inc. (SSH), a for-profit wholly-owned subsidiary of Crossroads. SSH is the sole general partner, and owns a 1% general partnership interest, in SSHPI. The remaining 99% interest represents a limited partnership interest owned by Crossroads.

KCI, KCII, TAH, SSHPI, NKI, NKII, TA Housing, and SSH are collectively referred to herein as the Subsidiaries. Crossroads and the Subsidiaries are collectively referred to herein as the Organization.

2. Summary of Significant Accounting Policies

This summary of significant accounting policies of Crossroads Rhode Island and Subsidiaries (collectively, the Organization), is presented to assist the reader in understanding the Organization's consolidated financial statements. The consolidated financial statements and notes are representations of the Organization's management, who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (U.S. GAAP) and have been consistently applied in the preparation of the consolidated financial statements.

Principles of Consolidation

The consolidated financial statements include all assets, liabilities and activities of Crossroads and the Subsidiaries. Intercompany accounts and transactions have been eliminated so as not to overstate the consolidated change in net assets and financial position.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total, without accompanying note disclosures and certain functional expense information. Such information does not include sufficient detail to constitute a presentation in accordance with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's consolidated financial statements and related notes for the year ended December 31, 2022, from which the summarized information was derived.

Basis of Presentation

The Organization prepares its consolidated financial statements on the accrual basis of accounting and, in accordance with authoritative guidance, reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions

Net assets without donor restrictions are available for use at the discretion of the Board of Directors (the Board) and/or management for general operating purposes.

Footnote 60

Id. at 8, 9, 29. In the case of one partnership, Traveler's Aid Housing, L.P., "profits and losses are allocated 0.01% to the general partner and 99.99% to the investor limited partner." For both Kingstown partnerships, profits are "allocated 0.01% to the general partner, 99.98% to the investor limited partner, and 0.01% to the special limited partner."

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



1. Nature of Operations

Crossroads Rhode Island (Crossroads) is a not-for-profit corporation that provides a variety of human service programs to individuals and families of Rhode Island who are in crisis due to homelessness or other disruptive circumstances. Crossroads' services include shelter and assessment, housing programs, and education and employment assistance, which are principally funded by government grants and contracts. Crossroads also provides property management services to Kingstown Crossings, L.P. (KCI), Kingstown Crossings II, L.P. (KCII), Travelers Aid Housing, L.P. (TAH), and Summer Street Housing Partners I, L.P. (SSHPI) and acts as the development manager for real estate development entities.

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CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



The KCII Project is regulated by RI Housing as to rental charges and operating methods. A portion of the KCII Project's financing was provided by Home Investment Partnership Program (HOME) funds received through RI Housing. Under the agreements related to the HOME funds, at least eleven of the rental units must be occupied by HOME-assisted individuals with three of the eleven units occupied by individuals whose income is less than 50% of the area median income, and eight of the eleven units occupied by individuals whose income is less than 60% of the area median income.

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CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



15. Equity Contributions, Partnership Profits and Losses, and Distributions

Kingstown Crossings, LP:

KCI's net cash flow shall be distributed from time to time at the discretion of the general partner (but not less often than annually within 90 days after the end of each fiscal year) in the following order of priority:

- (1) To a company related to the investor limited partner in payment of the asset management fee.
- (2) To the investor limited partner in payment of any taxable income priority amounts.
- (3) To the investor limited partner in payment of any tax credit adjustment amounts.
- (4) To the repayment of operating deficit loans.
- (5) To the general partner as a special cash distribution in the amount of \$5,522.
- (6) Fifty percent (50%) of any net cash flow available pursuant to the Partnership Agreement shall be applied to the payment of any outstanding amounts under the AHP Loan, and then the repayment of principal on the TCAP Mortgage Loan.
- (7) Eighty percent (80%) of any balance shall be applied as follows: (a) first, to the payment of the development fee until payment in full of the development fee, and (b) second, to make a special distribution to the general partner in an amount equal to the Partnership Management Distribution for such year, and
- (8) The balance, if any, to the partners, pro rata in accordance with their interests.

Profits and losses are generally allocated 0.01% to the general partner, 99.98% to the investor limited partner, and 0.01% to the special limited partner.

During the year ended December 31, 2023, no net cash flow distributions were applied to the payment of the outstanding amount of the TCAP Mortgage note.

Kingstown Crossings II, LP

KCII's Partnership Agreement requires KCII to make annual deposits into the replacement reserve of the greater of \$13,800, or such other amount required under the Mortgage notes.

All profits and losses are allocated 0.01% to the general partner, 99.98% to the investor limited partner, and 0.01% to the special limited partner.

Traveler's Aid Housing, LP

TAH's profits and losses are allocated 0.01% to the general partner and 99.99% to the investor limited partner.

Under agreements related to the notes payable, RI Housing's prior written approval is required to make or receive any distribution of assets or income from the Project. Distributions are applied in the following order:

Footnote 61

See, e.g., Kingstown Crossings, L.P. Certificate of Limited Partnership, STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (2009), <https://perma.cc/WTB9-6EHJ>.

Filing Fee: \$100.00

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Section 7-1-8 of the General Laws of Rhode Island, 1956, as amended, do execute the following Certificate of Limited Partnership:

1. The name of the limited partnership shall be:

Kingstown Crossings, L.P.

(The name must contain the words "limited partnership" or the letters and punctuation "L.P.")

2. The address of the specified office in this state where the records of the limited partnership shall be kept is:

160 Broad Street, Providence, RI 02903

3. The name and address of the specified agent for service of process is **Kristin A. DeKuiper, Esq.**

100b Sockanosset Cross Road, Suite 2

Cranston

, RI 02920

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

4. The name and business address of each general partner is:

General Partner

Business Address

NK Housing, Inc.

160 Broad Street, Providence, RI 02903

5. The mailing address for the limited partnership is **160 Broad Street**

(Street Address)

Providence

Rhode Island

02903

(City/Town)

(State)

(Zip Code)

FILED

FEB 25 2009

By gfb

82002

6. Any other matters the partners determine to include herein:

None

(If additional space is required, please list on separate attachment.)

Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: February 15, 2009

By NK Housing, Inc., general partner

By



By Michelle Wilcox, President

By

By

Signature(s) of all general partners named herein



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:
February 25, 2009 2:31 PM

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State



Footnote 62

2023 Audit, *supra* note 40, at 29.

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023



15. Equity Contributions, Partnership Profits and Losses, and Distributions

Kingstown Crossings, LP:

KCI's net cash flow shall be distributed from time to time at the discretion of the general partner (but not less often than annually within 90 days after the end of each fiscal year) in the following order of priority:

- (1) To a company related to the investor limited partner in payment of the asset management fee.
- (2) To the investor limited partner in payment of any taxable income priority amounts.
- (3) To the investor limited partner in payment of any tax credit adjustment amounts.
- (4) To the repayment of operating deficit loans.
- (5) To the general partner as a special cash distribution in the amount of \$5,522.
- (6) Fifty percent (50%) of any net cash flow available pursuant to the Partnership Agreement shall be applied to the payment of any outstanding amounts under the AHP Loan, and then the repayment of principal on the TCAP Mortgage Loan.
- (7) Eighty percent (80%) of any balance shall be applied as follows: (a) first, to the payment of the development fee until payment in full of the development fee, and (b) second, to make a special distribution to the general partner in an amount equal to the Partnership Management Distribution for such year, and
- (8) The balance, if any, to the partners, pro rata in accordance with their interests.

Profits and losses are generally allocated 0.01% to the general partner, 99.98% to the investor limited partner, and 0.01% to the special limited partner.

During the year ended December 31, 2023, no net cash flow distributions were applied to the payment of the outstanding amount of the TCAP Mortgage note.

Kingstown Crossings II, LP

KCII's Partnership Agreement requires KCII to make annual deposits into the replacement reserve of the greater of \$13,800, or such other amount required under the Mortgage notes.

All profits and losses are allocated 0.01% to the general partner, 99.98% to the investor limited partner, and 0.01% to the special limited partner.

Traveler's Aid Housing, LP

TAH's profits and losses are allocated 0.01% to the general partner and 99.99% to the investor limited partner.

Under agreements related to the notes payable, RI Housing's prior written approval is required to make or receive any distribution of assets or income from the Project. Distributions are applied in the following order:

Footnote 63

Notably, the land for the Kingstown developments was purchased from the Department of the Air Force in 2010 for \$99,000. City of North Kingstown, R.I., Land Book 2495, 247. Senator Jack Reed's efforts were described as vital to securing the land for Crossroads. Chris Church, *Work Begins on Kingstown Crossing Affordable Housing*, THE INDEPENDENT (Aug. 19, 2010), <https://perma.cc/2J8U-RW7M>.

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 4 day of August, 2010, by and between **THE UNITED STATES OF AMERICA** (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Realignment and Closure Act of 1988, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, with a mailing address in care of the Director, Air Force Real Property Agency, 2261 Hughes Avenue, Ste. 121, Lackland AFB, TX 78236-9821, and **CROSSROADS RHODE ISLAND**, a Rhode Island 501(c)(3) non-profit corporation created under the laws of the State of Rhode Island, with a mailing address of 160 Broad Street, Providence, RI 02903 (the "Grantee"). (Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH that the Grantor, for and in consideration of the sum of NINETY NINE THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$99,000.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged grants to Grantee, with quitclaim covenants, the following described real property, situated, lying, and being in the Town of North Kingstown, County of Washington, State of Rhode Island consisting of approximately 14.05 acres of land, more or less, received by Grantor via Order of the United States District Court of the District of Rhode Island, dated October 13, 1942, and recorded October 14, 1942, in Book 71 at Page 459, in the Town of North Kingstown Land Evidence Records, and as more particularly described on Exhibit A attached hereto and incorporated by reference herein.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH all the buildings and improvements erected thereon, including all fixtures, machinery, equipment, utility distribution systems, including but not limited to the water, electrical, and gas distribution systems located on the Property, all and singular the tenements, hereditaments, appurtenances, and improvements thereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

TO HAVE AND TO HOLD the Property unto the Grantee forever.

IV. EXCEPTIONS

None.

V. RESERVATIONS

The Grantor reserves a right of access to the Property as provided in Section VII below.

Footnote 64

KAHN, LITWIN, RENZA & CO., LTD., *Crossroads Rhode Island and Subsidiaries Consolidated Financial Statements and Supplementary Information Year Ended December 31, 2021* at 41–42 (2022), <https://perma.cc/FC8A-KFRC>.

**CROSSROADS RHODE ISLAND AND
SUBSIDIARIES**

**Consolidated Financial Statements
and Supplementary Information**

Year Ended December 31, 2021

(With Independent Auditors' Report Thereon)

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
December 31, 2021



	Crossroads	KCI	KCH	TAH	NKI	NKH	TA Housing	Eliminations	Total
Assets									
Current Assets:									
Cash and cash equivalents	\$ 3,565,331	\$ 286,627	\$ 197,621	\$ 8,562	\$ -	\$ -	\$ -	\$ -	\$ 4,058,141
Accounts and tenant receivables, net	62,191	8,720	5,880	56,583	100	100	149	(857)	132,866
Pledges receivable	100,000	-	-	-	-	-	-	-	100,000
Grants receivable, net	4,324,010	-	3,483	5,741	-	-	-	(206,497)	4,126,737
Prepaid expenses and other assets	130,029	1,709	26,709	1,708	-	-	-	-	160,155
Total current assets	8,181,561	297,056	233,693	72,594	100	100	149	(207,354)	8,577,899
Other Assets:									
Escrows	25,635	1,269,370	348,729	180,531	-	-	-	-	1,824,265
Tenant security deposits	3,209	56,145	39,654	19,782	-	-	-	-	118,790
Total other assets	28,844	1,325,515	388,383	200,313	-	-	-	-	1,943,055
Note Receivable	3,177,187	-	-	-	-	-	-	(3,177,187)	-
Investments	4,077,085	-	-	-	-	-	-	-	4,077,085
Investment in Subsidiary	(560,820)	-	-	-	936,622	(414,436)	(137,444)	176,078	-
Cash, restricted by donor for property and equipment	63,631	-	-	-	-	-	-	-	63,631
Property and Equipment, net	18,842,358	8,192,794	7,311,810	3,190,099	-	-	-	-	37,537,061
Total Assets	\$ 33,809,846	\$ 9,815,365	\$ 7,933,886	\$ 3,463,006	\$ 936,722	\$ (414,336)	\$ (137,295)	\$ (3,208,463)	\$ 52,198,731
Liabilities and Net Assets									
Current Liabilities:									
Debt, current portion	\$ 5,995	\$ 71,599	\$ 14,932	\$ 60,670	\$ -	\$ -	\$ -	\$ -	\$ 153,196
Accounts payable	501,504	35,094	23,082	190,711	-	-	-	(206,391)	544,000
Accrued expenses	1,029,226	189,428	32,575	154,814	-	-	-	(964)	1,405,079
Deferred revenue	2,354,689	4,501	7,279	5,746	-	-	-	-	2,372,215
Tenant security deposits payable	3,209	54,741	38,516	19,287	-	-	-	-	115,753
Total current liabilities	3,894,623	355,363	116,384	431,228	-	-	-	(207,355)	4,590,243
Debt, less current portion and unamortized debt issuance costs	12,925,640	9,319,184	2,374,541	5,280,558	921,088	24,823	-	(3,177,187)	27,668,647
Total liabilities	16,820,263	9,674,547	2,490,925	5,711,786	921,088	24,823	-	(3,384,542)	32,258,890
Net Assets:									
Without donor restrictions	14,651,959	140,818	5,442,961	(2,248,780)	15,634	(439,159)	(137,295)	176,079	17,602,217
With donor restrictions	2,337,624	-	-	-	-	-	-	-	2,337,624
Total net assets	16,989,583	140,818	5,442,961	(2,248,780)	15,634	(439,159)	(137,295)	176,079	19,939,841
Total Liabilities and Net Assets	\$ 33,809,846	\$ 9,815,365	\$ 7,933,886	\$ 3,463,006	\$ 936,722	\$ (414,336)	\$ (137,295)	\$ (3,208,463)	\$ 52,198,731

CROSSROADS RHODE ISLAND AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES
Year Ended December 31, 2021



	Crossroads	KCI	KCII	TAH	NKI	NKII	TA Housing	Eliminations	Total
Changes in Net Assets Without Donor Restrictions:									
Support and Revenue:									
Grant income	\$ 11,973,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,973,047
Contributions	3,557,066	-	-	-	-	-	-	-	3,557,066
PPP loan forgiveness	1,578,000	-	-	-	-	-	-	-	1,578,000
Program income	251,510	-	-	-	-	-	-	(186,273)	65,237
Special event income, net of expenses of \$26,901	207,196	-	-	-	-	-	-	-	207,196
Rental income	632,472	1,097,209	557,800	1,301,122	-	-	-	-	3,588,603
Investment income	453,438	(1,676)	(423)	(113)	(40)	(25)	(70)	270	451,361
Other income	409,109	3,545	16,755	68,748	-	-	-	-	498,157
Net assets released from restrictions	907,226	-	-	-	-	-	-	-	907,226
Total support and revenue	19,969,064	1,099,078	574,132	1,369,757	(40)	(25)	(70)	(186,003)	22,825,893
Expenses:									
Program expenses	15,389,899	1,498,999	827,083	2,071,414	-	-	-	(186,274)	19,601,121
Management and general	1,337,635	-	-	-	-	-	-	-	1,337,635
Fundraising	1,475,352	-	-	-	-	-	-	-	1,475,352
Total expenses	18,202,886	1,498,999	827,083	2,071,414	-	-	-	(186,274)	22,414,108
Distributions paid	-	(66,353)	(46,898)	-	-	-	-	61,691	(51,560)
Change in net assets without donor restrictions	1,766,178	(466,274)	(299,849)	(701,657)	(40)	(25)	(70)	61,962	360,225
Changes in Net Assets With Donor Restrictions:									
Contributions	265,386	-	-	-	-	-	-	-	265,386
Net assets released from restrictions	(907,226)	-	-	-	-	-	-	-	(907,226)
Change in net assets with donor restrictions	(641,840)	-	-	-	-	-	-	-	(641,840)
Change in Net Assets	1,124,338	(466,274)	(299,849)	(701,657)	(40)	(25)	(70)	61,962	(281,615)
Net Assets, beginning of year	15,865,245	607,092	5,742,810	(1,547,123)	15,674	(439,134)	(137,225)	114,117	20,221,456
Net Assets, end of year	\$ 16,989,583	\$ 140,818	\$ 5,442,961	\$ (2,248,780)	\$ 15,634	\$ (439,159)	\$ (137,295)	\$ 176,079	\$ 19,939,841

Footnote 66

KAHN, LITWIN, RENZA & CO., LTD., *Crossroads Rhode Island and Subsidiaries Consolidated Financial Statements and Supplementary Information Year Ended December 31, 2020*, at 34–36 (2021), <https://perma.cc/P7NE-ZB8Y>.

Footnote 67

Id. at 33.

**CROSSROADS RHODE ISLAND AND
SUBSIDIARIES**

**Consolidated Financial Statements
and Supplementary Information**

Year Ended December 31, 2020

(With Independent Auditors' Report Thereon)

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001, that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Response to Finding

The Organization's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 29, 2021

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Crossroads Rhode Island and Subsidiaries:

Report on Compliance for Each Major Federal Program

We have audited Crossroads Rhode Island and Subsidiaries' (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended December 31, 2020. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirement of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on the Organization's compliance.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE (Continued)**

Opinion on Major Federal Programs

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2020.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

June 29, 2021

Footnote 77

Scott MacKay, *State to Move 95 Workers Out of Defective Building*, PROVIDENCE J., Sept. 04, 1993, at A3 (“However, Marcello said two others close to DiPrete, Henry Fazzano ... who served as DiPrete’s Chief of Staff, and Rodney Brusini...once DiPrete’s top political fund-raiser, are still partners in the building... The federal government is now demanding penalties of up to \$6.3 million from the state because of multiple violations of state and federal bidding laws.”).

Rhode Island



POLITICAL SCENE

Weygand casts eye toward D.C.; Harrall meets Bill

By Scott MacKay and James M. O'Neill, Journal-Bulletin staff writers

Lt. Gov. **Bob Weygand**, the other Democratic general officer besides Gov. **Bruce Sundlun**, says he hasn't ruled out running for the 1st District U.S. House seat currently held by **Ron Machtley**, whom GOP bigwigs are urging to leave Washington for a State House run.

"I've lived in the 1st Congressional District my whole life, except for my years as a student (at URI)," said Weygand, of East Providence. Weygand also said the fact that **Patrick Kennedy** is actively running and raising money for the Democratic nomination to the seat doesn't scare him off.

As far as running for governor is concerned, Weygand says he will consider it only if Sundlun decides against a reelection bid. "I don't see any reason not to support the governor if he decides to run," he said.

At any rate, Weygand says he won't make his 1994 plans known until, well, 1994, commenting, "It doesn't seem in anybody's best interest to start running 15 months before the election."

Sen. **Myrth York**, a liberal Democrat who represents Providence's College Hill and Fox Point neighborhoods, says she is in the early stages of considering a run for governor next year.

"I'm trying to determine if it's feasible," said York, a lawyer. One of her biggest concerns, she says, is the "obvious" factor: Can she raise sufficient money to be a viable candidate?

Bob and Bill

Bob Harrall, new state court administrator, got to meet with **Bill Clinton** during the President's vacation on Martha's Vineyard.

Harrall, who owns a cottage on the island, is secretary of the Martha's Vineyard Camp Meeting Association, a Protestant religious association. The Clintons attended church services at the camp meeting's outdoor tabernacle last Sunday.

As an official of the camp meeting, Harrall was involved in planning the event and spent about 10 minutes chatting with the Clintons. Mrs. Clinton, Harrall said, volunteered that the first family "loved" the Vineyard, but she "said she wasn't sure they could afford to buy a home there."

Harrall also worked with the Secret Service on planning security for the event. "It was a pleasant break from everything else I've been doing lately," quipped Harrall.

R.I. in D.C.

Rhode Islander **Arthur A. Coia**, the new general president of the Laborers' International Union of North America, is a very visible presence in the May-June issue of the union's magazine, *The Laborer*.

There is Coia smiling out from the cover; there he is again on Page 2, with a special message. He appears again, with an unnamed union member, on Page 8, alongside an interview. He appears on Page 10, grinning in a shot with **Jesse Jackson**. And, in another, whispering into the ear of Sen. **Tom Harkin**, D-Iowa. And there's a picture of him giving a speech — with a copy of the speech text — on the back cover.

Coia, whose voice *The Laborer* describes as "a marvelous hybrid of East Coast-educated attorney and New England-bred laborer," works out of the union's Washington office, a block from the White House.

The Laborer also includes the text of a speech Coia gave in April at an AFL-CIO conference, in which he talked about the cancer he has been battling. "I questioned my courage," he said. "I had many moments of despair. The chemotherapy has made me sick with nausea. My hair fell out. My fingers and hands were numb."

"I am just now beginning to discover the joy and touch of real living that comes with celebrating the temporary — stopping to notice and drink more deeply of now."

"Lord, remind me to smell the roses in front of my house... now... today. Remind me to hug my kids and my wife and tell them I love them — today. Remind me to really breathe — today."



Journal-Bulletin/BOB BREIDENBACH

TARGET OF PROTEST: Human Services chief Robert J. Fallon addresses demonstrators demanding restoration of GPA funds.

Hundreds protest GPA cuts

■ The demonstrators demand immediate return of their medical benefits.

By KAREN LEE ZINER
Journal-Bulletin Staff Writer

CRANSTON — In an escalating battle, hundreds of people shut off from General Public Assistance last month rallied at the Department of Human Services yesterday, shouting at the director that some of them may die if he doesn't restore their medical benefits immediately.

Demonstrators once again listed what they deemed critical or life-and-death health situations, ranging from a woman on oxygen to people with heart conditions and psychiatric difficulties.

They demanded that DHS Director Robert J. Fallon immediately release emergency checks from a \$350,000 state contingency fund and return people's medical cards that pay for doctor visits and medications.

But Fallon didn't tell the crowd what they wanted to hear — and the rallying cry went up to storm the State House next week.

"Next Thursday! 11 a.m. — Governor Sundlun's office!" organizers shouted as the meeting with Fallon broke up into boos and catcalls just before 12:30 p.m.

GPA is a state program that aids people prevented by disability from working. The General Assembly, when it passed the state budget in July, cut GPA from \$24 million to \$8 million and cut the maximum length of eligibility for most people from six months to three months.

Yesterday's rally, in an atrium at the DHS building on New London Avenue, was a much larger and more vocal version of a forum last week at the Episcopal Cathedral of St. John, intended to alert Governor Sundlun, the General Assembly and DHS to the consequences of the Aug. 1 cutoff of at least 4,000 people from GPA rolls.

This time, they took their problems to the director. Right off the bat, Fallon angered participants by arriving 40 minutes late to their requested 11 a.m. meeting. He said he'd been meeting with Sundlun.

Fallon listened quietly for about a half-hour to personal testimony, then said, "I have to comply with the laws, and I am doing the best I can to process those requests for contingency fund money as quickly as possible."

Fallon cautioned those at the rally not to have high hopes that everyone will get a check, because the contingency fund will cover only 1,500 people's needs for one month.

Fallon also said he is personally reviewing appeals for Medicaid, and "we are doing everything in our power, to the extent we have the ability to give an applicant benefit of the doubt to apply for Medicaid."

He said he'd been forced to make "difficult decisions."

That didn't sit well with Manuel Escobar of Central Falls, who stood inches from Fallon while shouting, "You drive your nice big car, you've got an office, and you're still just sitting there thinking."

Escobar said, "I've been living under a bridge for two weeks because my mom got cut from GPA. Where have you been living, in a nice big mansion?"

Another person yelled, "You don't care about us. People can die for all you care."

Sherry Vieira of Pawtucket, who is on oxygen and spoke from a chair, told Fallon she has severe lung disease and takes 35 or 40 different pills a day.

"Sundlun is out there being a serial killer," she said. "If someone came into my house and took my oxygen and my medications away, they'd be charged with attempted murder. Mr. Sundlun is doing that — he deserves to be in the ACI."

The group arrived by bus, van and car pool shortly before 11 a.m. at the lawn outside the DHS building.

After gathering their forces, they marched into the building to wait for Fallon. The noise drew workers out of their offices to gassed-in hallways above.

"Go back to work! You work for us!" someone yelled.

One of the organizers, Sister Carol McGovern of Amos House, said afterward that she was pleased because "the GPA recipients are now not going to be ignored. They are going to take a stand."

But another organizer who identified herself only as Marsha said, "I'm not happy."

"September 2nd, which was yesterday, was the day the check was due out in the mail. More importantly, where are the medical cards?"

State to move 95 workers out of defective building

■ One of the owners of the building says the state is using the structural problems as a pretext to break its lease.

By SCOTT MacKAY
Journal-Bulletin State House Bureau

PROVIDENCE — Even as owners of a downtown office building announced plans to quickly correct its structural problems, the state Department of Employment and Training announced yesterday that 95 department employees will be moved out of the building, leased to the state in a controversial deal during the DiPrete administration.

Deputy DET Director Marvin Perry said that about 55 of the employees will be moved from the building at 101 Friendship St. to the agency's Pawtucket office, at 17 Broadway, effective Sept. 13. Other DET offices in Warwick, West Warwick, Warren and East Providence will absorb most of the 40 others, Perry said.

The announcement triggered an angry retort from representatives of Pine Street Realty Associates, who asserted that the state is using the structural problems found in beams supporting the first floor as a pretext in its attempt to break the controversial multimillion-dollar lease, which has come under increasing criticism from the federal government.

"This is a setup," said an angry **Matthew Marcello**, a Pine Street

partner, in an interview yesterday afternoon.

Marcello and his lawyers asserted that they are working on compliance with all safety codes and, in fact, had hired a contractor to work over this holiday weekend to shore up the beams and eliminate any safety threat to workers on the first floor.

"(Structural problems) will be corrected by Tuesday morning," when employees are scheduled to report back to work, said Jerome Batty, a lawyer for the partnership.

'Our position is that they breached the lease.'
JOSHUA TEVEROW
Lawyer for state

The state asserts that the partnership has already breached the lease by allowing the structural problems, effectively ending the state's lease obligations.

"Our position is that they breached the lease," and that it is too late to fix the problems, said Joshua Teverow, a lawyer for the state.

Teverow and lawyers for Marcello predicted yesterday that the dispute would land in court.

Marcello said there is no way the partnership is going to let the state off the hook without a fight. The lease, Marcello said, has about eight years to run and yields rent of about \$1 million a year.

"We're not going to let them walk out and claim we defaulted," said Marcello.

The lease for 101 Friendship St. has a long and tortuous history. The latest twist came Thursday when the U.S. Labor Department, which pays almost 90 percent of the rent, angrily scored the way in which the state, in 1988, during the administration of former Gov. Edward D. DiPrete, gave a multimillion-dollar lease to the Pine Street partnership, which at the time was headed by Joseph Mollicone Jr., and two DiPrete political allies.

Mollicone, who is serving a 40-year prison sentence for the banking embezzlement that triggered the 1991 credit union crisis, is no longer a partner in the building, Marcello said.

However, Marcello said two others close to DiPrete, Henry Fazzano of East Greenwich, who served as DiPrete's chief of staff, and Rodney Brusini of Jamestown, once DiPrete's top political fund-raiser, are still partners in the building.

The federal government is now demanding penalties of up to \$6.3 million from the state because of multiple violations of state and federal bidding laws, including after-the-fact changes in advertised terms for the lease.

For the time being, about 200 DET employees will remain on the third and fourth floors, where no safety problems exist, Perry said.

Former trooper's revolver recovered by police

■ The theft occurred shortly after the officer won a sex-discrimination and harassment suit in 1988.

By LAURA MEADE KIRK
Journal-Bulletin Staff Writer

Former state police Trooper Mary Nunes may be getting her service revolver back.

The gun, as well as the rest of her state police gear, was reported stolen from her car while it was parked at the Kingston train station in January 1989.

But the theft, which came shortly after Nunes won a sex-discrimination and harassment suit against top state police officials in 1988, resulted in an investigation that led to Nunes being suspended for six days and put on three months' probation.

She also had to reimburse the department \$1,669.20 for the stolen gear — including \$267 for the gun.

Rumors swirled at the time that the theft was staged by state police officials in response to the acrimony surrounding the sex discrimination suit.

But those rumors can finally be put to rest, says state police Capt. Theodore Kidd, head of the detective division.

State police have recovered the gun, and they've arrested one person and obtained an arrest warrant for another in connection with the theft, Kidd said.

Police received a tip that the gun — a loaded 357-Magnum revolver marked "RISP, 125" for Rhode Island State Police and Nunes' badge number, 125 — was in an apartment at 6 Almeida Drive in Lincoln.

Hempe and O'Rourke worked as taxi drivers at the Kingston train station and allegedly broke into Nunes' car.

Kidd said.

Detectives found the gun hidden in the ceiling, Kidd said. Police yesterday obtained a warrant for the occupant of the apartment, Jay O'Rourke, on charges of larceny over \$500 and conspiracy, Kidd said.

Detectives arrested a second suspect, David Hempe, 26, of 20 Foddering Farm Rd., Narragansett, at his home at about 11:30 a.m. yesterday on the same charges, Kidd said.

Hempe and O'Rourke worked as taxi drivers at the Kingston train station at the time of the theft and allegedly broke into Nunes' car and stole a bag containing Nunes' uniform, revolver and other gear, Kidd said.

Someone found most of the items on the banks of the Narragansett River on Feb. 14, 1989, and turned them in to state police, Kidd said. But they were ruined from being in the water, so she had to pay for them.

Nunes reported the theft to her superior officers. During an investigation, state police discovered that her car was unregistered and that she was driving on an expired license. She was suspended and placed on probation within the department. She resigned on Nov. 30, 1989.

Nunes, who reportedly lives in Newport, could not be reached for comment yesterday.

Kidd said yesterday that he wasn't sure what would happen to the gun now. Technically, it belongs to Nunes, he said, since she was forced to pay for it.

But, he said, it's unclear whether the state police will reimburse her or give her the gun.

LOTTERIES

Yesterday's winners:

Conn. Play Four 0350
Conn. Lotto 9-20-24-34-43
Mass. Millions
20-25-29-38-44-46
Bonus number — 17
Numbers:
Rhode Island 0759
Mass. 7817 Conn. 612
Maine-N.H.-Vt. 377-5778

Lotteries by phone

The winning results for the last week in all 33 states offering lotteries (15 minutes after drawing). Call 1-900-903-9950 from a touch-tone phone.
Cost: 95 cents per minute.

Footnote 79

Dean Starkman, *The Done Deal: How the State Surrendered a Sweetheart Lease to Joe Mollicone and His Well-Placed Partners*, PROVIDENCE J., May 19, 1991, at A1, A10.



WILLIAM TELL'S LAND TURNS 700 THIS YEAR

Switzerland celebrates its birthday
with an event-filled summer

TRAVEL



THE BERTH OF A GREAT DESIGN

Home owner's love of boats and water
inspires a shipshape riverside house

SPECIAL HOME SECTION

WEATHER



SUNNY

High near 63
DETAILS, B-10

The Providence Sunday Journal

Kurds: Saddam agrees to freedoms

Associated Press

BAGHDAD, Iraq — Kurdish guerrillas and President Saddam Hussein's government have reached "broad agreement" on full democracy for Iraq and autonomy for the Kurdish minority, rebel leaders said yesterday.

Massoud Barzani, leader of the Kurdish Democratic Party, told reporters that both sides had agreed on free elections throughout Iraq, freedom of the press, political pluralism and separation of the executive, legislative and judicial bodies.

But how these were to be achieved and key details of Kurdish autonomy remained unresolved. Saddam had earlier promised greater freedoms and a multiparty democracy to his people, but progress has been slow.

Barzani, who heads the largest Kurdish rebel group, has been negotiating with Saddam's government for the past two weeks.

There was no official comment from the Iraqi government, but Barzani's remarks were reported at length by the state-run Iraqi News Agency.

The reports were greeted with skepticism by Kurdish leaders in London.

"I think these leaders are running after a mirage," said Shafiq Qazzaz, Turn to KURDS, Page A-18

Americans overwhelmed by a world of disasters

The New York Times

Caroline Trinidad, a New York City housewife and mother of four, cringes when she sees the painful images of a Kurdish woman cradling her hollow-eyed child, or a Bangladeshi father touching his dead son's head. Then, as quickly as she can, she turns away.

"I want to do something, but I don't do anything. And I feel guilty," Mrs. Trinidad said last week, while she shared a snack at a shopping mall with her daughter and granddaughter.

"I get upset watching the babies dying. Who the hell wants to see that? I switch the channel. There's so much going on at once."

Surrounded by horrifying images of war, natural disaster, famine and pestilence in what relief agencies call an unprecedented convergence of international calamities, Americans are showing signs of disaster fatigue.

Many of the 50 Americans interviewed last week in cities across the nation said they are moved by the suffering, but overloaded, confused, even numbed by so much sorrow from so many places at once — the war in Iraq that displaced the

Turn to DISASTERS, Page A-8

THE DONE DEAL

How the state surrendered a sweetheart lease to Joe Mollicone and his well-placed partners

The DES lease offers a window into the way the public's business is conducted, often at the public's expense, by Rhode Island's financial and political elites. It is a story of power lunches, bureaucratic in-fighting, fudged paperwork, secret meetings, side deals, and easy money.

By DEAN STARKMAN
Journal-Bulletin Staff Writer

On May 16, 1988, Paul Valliere, the finance director of the Department of Employment Security, picked up a memo he had been working on and walked to what he thought was a meeting with his boss, John S. Renza, and other department staffers.

The department and its 300 employees were about to be forced out of their building on West Exchange Street in downtown Providence, and Valliere had been asked to provide details about what the department would need in a new building.

Entering his boss's conference room, Valliere was surprised to find Renza there with two strangers.

Renza introduced them: Joseph Mollicone Jr., the president of the Heritage Loan and Investment Co. and a major downtown developer, and Rodney M. Brusini, who worked in then-Gov. Edward D. DiPrete's family business and had served as DiPrete's chief campaign fund-raiser.

Valliere didn't know why they were there.

Renza told Valliere to hand out copies of his memo. Brusini asked most of the questions — about space needs, parking, and the like. As the meeting broke up, Valliere says, Renza turned to him and said: "Paul, I'd like you to keep this meeting confidential."

Until that meeting, Valliere hadn't thought much about state leases, or about the closed circle of money, influence and political power that runs Rhode Island's government.

But over the next few months, Valliere would think about it plenty.

He would learn that a state lease is a valuable commodity. For a landlord, a big office building rented by the state promises a steady, million-dollar income. An empty building can be a cash hemorrhage.

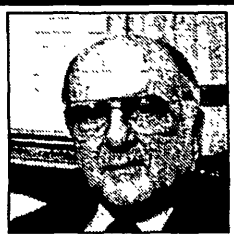
On May 25, nine days after the secret meeting, Mollicone, Brusini and five others completed the purchase of a five-story former mill downtown at Pine and Friendship Streets.

A month after that, on June 21, the DES gave notice that it was searching for new quarters.

Five months later, on Nov. 29, the state officially picked the Mollicone-Brusini building as the DES's new home.

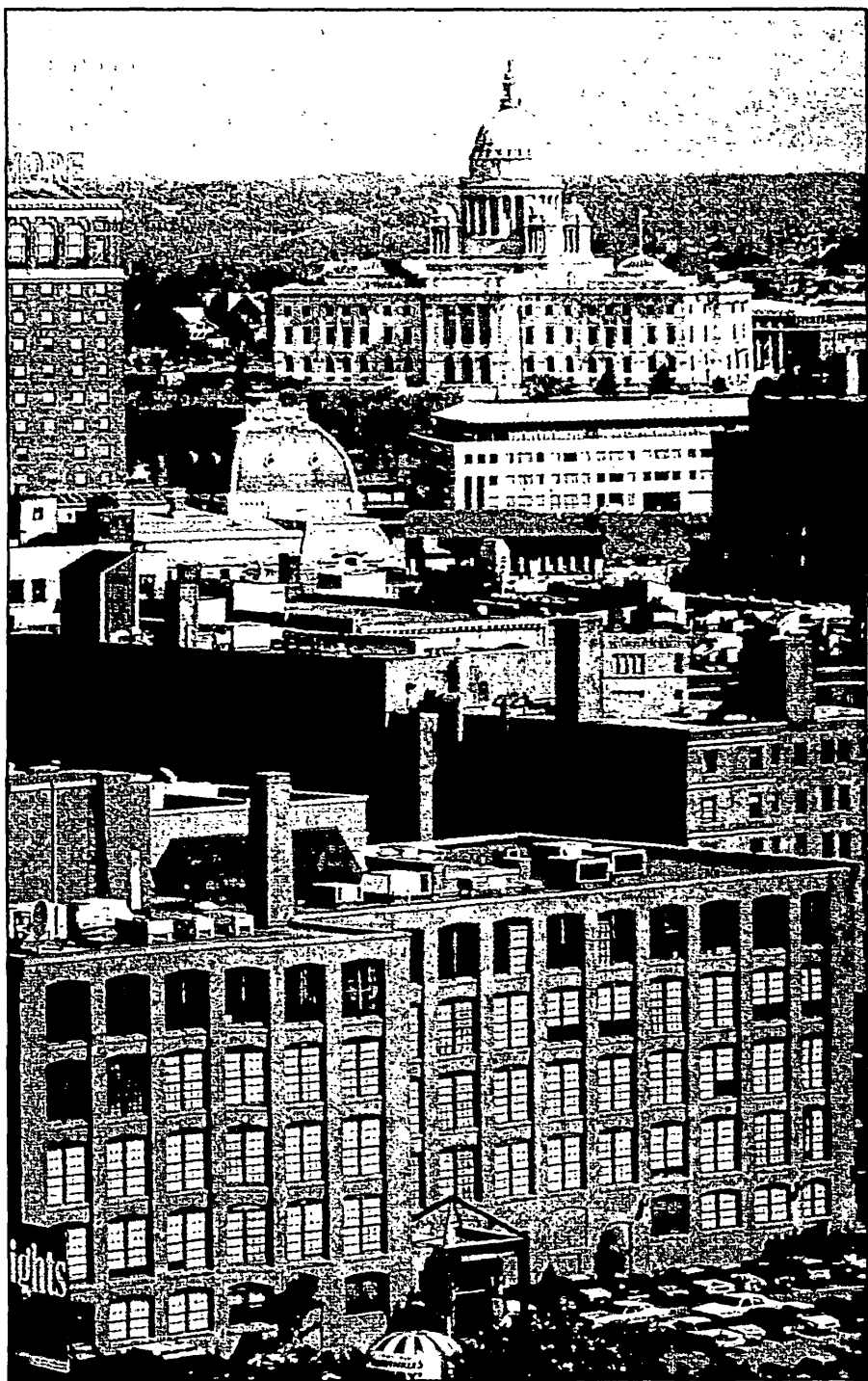
The partnership's good fortune of November 1988 put both the partners and state officials on the defensive. News stories raised the issue of whether the partnership had improperly influenced the award.

Turn to LEASE, Page A-10



"I'd like you
to keep this
meeting
confidential."

—DES Chief
John Renza



—Journal-Bulletin Photo by ANDY DICKERMAN

THE STATE HOUSE looms over the Department of Employment and Training, in foreground, formerly the Department of Employment Security, at Friendship and Pine Streets downtown.

The rape that wasn't leaves a trauma

Keith Ensey
was stunned
to learn of
his former
girlfriend's
accusation



By KEN MINGIS
Journal-Bulletin Staff Writer

They met at a graduation party two years ago last month. He was 19, she was two years younger and about to graduate from high school. They spent most of the summer together, going out to dinner, joining friends at parties, seeing movies.

Then, in October 1989, Keith Ensey moved to St. Petersburg, Fla., with his family, leaving behind Sharon Albino and their summertime romance. They talked by phone for a few weeks,

then slowly, the relationship cooled.

Keith saw Sharon once more, in August 1990, when he stopped in Rhode Island on his way to Chicago. The two spent less than an hour together at her parents' home, then he was gone and she was forgotten.

Ten days ago, Sharon Albino came back into Keith Ensey's life. That's when she told police he kidnapped her at gunpoint, took her to Scarborough Beach and raped her.

Turn to RAPE, Page A-6

College graduation day is coming later in life

Chicago Tribune

The springtime rite of college commencements is upon us, with caps and gowns, speeches and misty-eyed graduates reflecting on four years of hard work and play.

Or make that five years. Or six. Or even seven or eight.

The notion of a "four-year" college education is getting about as outdated as freshmen wearing beanies on the quad.

Only 15 percent of students at colleges and universities graduate within the traditional four-year time span, according to a recent study by the National Association of Independent Colleges and Universities.

Fewer than half of all freshmen entering four-year colleges and universities these days obtained a bachelor's degree after six years, the study found. Black and Hispanic student rates were considerably lower.

Turn to GRADUATE, Page A-13

Guide to today's sections

- ☐ Metropolitan B
- ☒ Sports C
- ☒ News II D
- ☒ Brunch E
- ☒ Business F
- ☒ Travel & Society H
- Index on Page A-2

THE DONE DEAL

Lease

Continued from Page One

Mollicone, as a member of the powerful Convention Center Authority, participated in the decisions to push the DES out of its old, much cheaper home on West Exchange Street. He declared himself innocent of insider dealing.

And Brusini was not the only political headliner in the winning partnership; another member was revealed to be Henry W. Fazzano, who held powerful positions in both city and state government.

Renza and other officials insisted that the selection process had been uncorrupted. But since then, much has changed.

Mollicone has run away. His bank is padlocked, \$13 million is missing, and a statewide grand jury is picking through the remains. Heritage's collapse touched off a wider banking crisis that continues to burden hundreds of thousands of Rhode Islanders.

And new facts have emerged about the lease.

A Journal-Bulletin inquiry has found evidence of irregularities in the selection of the Mollicone-Brusini-Fazzano partnership. And once the partnership's building was formally picked months later, the lease negotiated with the state was fattened at taxpayer expense.

State officials now either won't comment or though it omitted a foul odor.

And while the Department of Administration had the final say, its officials refuse responsibility. "As far as I'm concerned the DES has full responsibility," says William G. Dugan Jr., a former deputy director of the department. "I told a number of people I wouldn't put my name on it until the DES put their name on it first."

The Journal-Bulletin has learned that: selection process even began, mollicone's accountant says, the banker told him that his group had gotten the deal.

After the lease was signed, Renza pushed for and won a state payment to the partnership of an extra \$500,000, with another \$150,000 promised. The state's administration director, John J. Kane, called the payment illegal, even as he approved it.

Over internal objections, the lease was extended from 5 years to 10 — with ever-increasing rent payments — and no one can explain how or why.

In the lease's final five years, the state will have to pay for parking, something other landlords who bid for the lease offered in abundance — for free.

Again over objections, the state allowed an extraordinary tax clause in the lease that could end up costing the taxpayers an extra \$100,000 a year.

Renza also pushed for the DES to move its print shop into a South Providence building owned by the partners, channeling to them even more state money.

In the fall of 1990, when the partners were struggling to get their final loan, and they needed the building fully rented, Fazzano and Renza tried to use their public offices to get the state to rent the whole building.

Renza has declined opportunities to explain why he used his position as DES director to push hard for the Mollicone-Brusini-Fazzano partnership.

A statewide grand jury is exploring the financial relationship between Mollicone and Renza's son, John S. Renza Jr. The two have been involved in deals ranging from Warwick commercial development to New Hampshire ski lodges.

And state police have confiscated a gift they say Mollicone gave Renza.

In the beginning, at their meeting in May 1988, Valliere kept his misgivings from his boss.

But in the tense months to follow, Valliere says he and Renza argued loudly and often over favors for Mollicone and Brusini. Valliere says Renza called him an "obstructionist."

In the end, Valliere found himself out of the loop. He no longer got invited to meetings about the lease. The memos about payments went elsewhere. He was the chief financial officer of the Department of Employment Security.

A deal among friends

The DES deal typified the go-go era that ended in the collapse of the Rhode Island Share and Deposit Indemnity Corp. It was a deal made among friends, and friends of friends. It hinged on access to other people's money, in this case, the state's. Its success was assured because the partners were connected to the public officials who made the key decisions.

Mollicone, the developer, was on one side; his friend's father, John Renza, ran the DES on the other. Brusini, the governor's confidant, was on one side; his friend and employer, DiPrete, ran the state on the other. Fazzano was on both: a member of the partnership and also a public official, first as a top city development aide and later as the governor's chief of staff.

The specific role of each partner is unclear because none would agree to an interview for this story. Lawyers for Brusini and Fazzano say the two cannot comment until the grand jury has completed its investigation. They asked the Journal-Bulletin to delay publication of this story until then.

"I am sure your interviews so far have produced a one-sided version of the events in question," Brusini's lawyer, Richard A. Gonnella, wrote. "The publishing of such a version at this time would serve no useful purpose to your readers except to inflame their passion and prejudices and to place Mr. Brusini in a false light."

Public records indicate that Brusini and Fazzano, with Mollicone, were the most active in arranging the package.

And a close look shows that all seven

Coming to terms

FOR THE PARTNERSHIP



JOSEPH MOLLICONE JR., the fugitive president of the Heritage Loan and Investment Co., said he knew his group had gotten the DES lease three weeks before the state's selection process even began.



RODNEY M. BRUSINI, DiPrete's former chief campaign fund-raiser, received a confidential briefing on what kind of building was needed more than a month before those specifications were advertised to the public. Nine days after the secret meeting, the partners bought the building that the DES eventually moved into.



HENRY W. FAZZANO, DiPrete's chief of staff, tried to force an additional state agency to move into his building.

FOR THE STATE



JOHN S. RENZA, as director of the Department of Employment Security, pushed for and won a state payment to the partnership of \$650,000 for "extras." The state's administration director, John J. Kane, called the payment illegal, even as he approved it.

men brought something besides money to the partnership they called the Pine Street Realty Associates.

The partners are:

• **Brusini**, known for his close ties to DiPrete. He had accompanied the future governor up the ladder of local Cranston politics. As the governor's chief fund-raiser, he was criticized for regularly recommending to the state transportation director which companies to hire for road work. Besides working for F.A. DiPrete Realty, he was appointed by DiPrete to the state Board of Elections, a \$30,500-a-year part-time job.

Brusini occupied a pivotal position in the partnership.

The Journal-Bulletin has learned that while the other partners each held a 12½ percent interest in the project, Brusini, the governor's friend, held 25 percent.

Carl B. Lisa, a Providence lawyer, says he loaned Brusini enough to cover half of his interest, or 12½ percent, and in return received an option to buy into the partnership. Lisa says he never exercised the option.

He declined to say how much he loaned Brusini.

Sources familiar with the partnership's internal agreements also say that the other partners agreed to pay Brusini a \$150,000 "development fee." The sources say they do not know whether the fee was actually paid or what it was to have paid for.

• **Fazzano**, a prominent businessman. He was a close adviser to Providence Mayor Joseph R. Paolino Jr. when the partnership was formed. The city controls such matters as granting of permits, tax assessment, and zoning — factors that can make or break any development project. And the project, indeed, enjoyed good luck with the city. In January 1989, Fazzano joined the DiPrete administration and eventually became the governor's chief of staff.

• **Mollicone**, the peripatetic banker, entrepreneur and downtown real-estate developer. He was a consistent campaign contributor to gubernatorial and mayoral candidates, and made it a point to travel in Rhode Island's elite political and social circles. He had inherited his bank, and its cadre of Mafia customers, from his father. And, as was his habit in his many real-es-

The dream lease

On Nov. 29, 1988, the state picked Pine Street Realty's building at 101 Friendship St. in Providence for new headquarters for the state Department of Employment Security. Here is a look at how the terms were negotiated to favor the building's owners, focusing on projected costs in the final year:

Despite internal protests at DES, the lease was extended from 5 years to 10 with built-in rent increases. In the final year of the lease, the state will pay rent of.....\$1,395,000

While parking was free in the other bids, parking facilities were projected at.....215,550

Over staff objections, property tax increases were assigned to the state, projected at.....90,000

Flouting state law, the DES approved a one-time payment of \$650,000. Averaged, the 10th-year cost would be.....65,000

The extras and increases bring the 10th-year total to.....\$1,765,550

So , while Pine Street's winning bid per square foot was an average of.....\$13.50	Pine Street ended up with a per square foot package, that in its final year, will cost about\$21.67
-------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

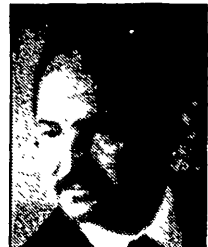
The difference the state will actually pay over 10 years versus the second-lowest bid adjusted and extended over the same period.....\$2.9 million

SOURCE: State records

—Journal-Bulletin Graphic

tate deals, Mollicone brought his close friends into the partnership:

• **Matthew T. Marcellino III**, a senior partner at the law firm of Hinckley Allen Snyder and Comen. Regarded as one of the state's premier real-estate lawyers, Marcellino negotiated the lease that Renza and the state approved over the vociferous objections of DES staffers.



Matthew Marcellino, a senior partner at Hinckley, Allen

• **Robert I. Weisberg**, president of Fleet Credit Corp., a subsidiary of Fleet/Norstar Financial Group. A talented negotiator, he helped work out agreements among the partners.



Robert I. Weisberg, a senior Fleet official

• **Joseph DiBattista**, a director of Mollicone's bank and owner of a jewelry business. He owned land one-third of a mile away in Upper South Providence that would be used to provide most of the building's parking spaces. The awkward arrangement requires DES employees and their clients to take a shuttle bus back and forth from the parking to the building.

• **Edward F. Ricci**, an owner of Duro Finishing Corp. of Fall River, Mass. He lived across the street from Mollicone on Providence's prestigious Blackstone Boulevard. He is a close friend of Paolino, as well as Mollicone. Before the DES deal, Ricci, Fazzano and Mollicone collaborated on a luxury condominium development in Newport.

Atty. Gen. James E. O'Neil says the grand jury is exploring whether there is any connection between the elder Renza's pushing of Pine Street Realty for the DES lease and his son's business deals with Mollicone.

Renza: Cranston ties

On the other side of the table, acting for the state, was Renza.

Like Brusini, Renza was a product of Cranston government. In 1972, he was hired as the Cranston School Department's business administrator. DiPrete then was a member of the School Committee that hired him. In 1985, Renza followed the new governor to Providence. He was appointed director of the DES. He stayed until he was replaced by Governor Sundin in January.

And, Renza's son and Mollicone had a longstanding business relationship — a fact not widely known when the elder Renza was pushing for the Pine Street Realty partnership.

The younger Renza and the banker have been real-estate partners since the late 1970s, when the two invested in a Bartlett, N.H., development called River Run Motel Condominium. The younger Renza and Mollicone also developed an office building at 99 Bald Hill Rd., Cranston, as well as an adjoining commercial property.

In 1982, the younger Renza, Mollicone and seven others developed an office build-

ing at 1220 Pontiac Ave., Cranston. In 1983, this building became the headquarters of the Rhode Island Share and Deposit Indemnity Corp.

Atty. Gen. James E. O'Neil says the grand jury is exploring whether there is any connection between the elder Renza's pushing of Pine Street Realty for the DES lease and his son's business deals with Mollicone.

The younger Renza, who has not responded to telephone calls, runs his accounting firm from an office on the second floor of the RISDC building. One of his clients has been Governor DiPrete. DiPrete had named him chairman of the authority that oversees Channel 36.

Abrupt acquisition

In 1987, the state and the city of Providence formed a Convention Center Authority with powers to acquire land downtown. Mollicone was one of Paolino's four appointments to the nine-member authority.

It was common knowledge then that the authority would have to take the site of a frayed, but still serviceable, building at Mason and West Exchange Streets. The state rented cheap space there for DES and Channel 36.

The Convention Center Authority had little time to waste in acquiring the property it needed to open the doors by 1993.

Renza used to joke that he expected a wrecking ball to come crashing through his office window. He tried to find out the plans by writing to the authority.

Knowing that time was short, the department started to look for new quarters. In the spring of 1988, Valliere, the DES finance officer, answered a newspaper ad for office space at the Leeson Building, a vast former tool plant in Warwick.

After discussions and tours by DES officials and Renza himself, the director wrote enthusiastically to the state's director of administration.

"This space is ideal for DES and the price is less than half of what we could expect to pay for similar space in Providence," Renza wrote on April 5, 1988. "I firmly believe that leasing the Leeson offices is the best of all possible plans and earnestly seek your concurrence."

He proposed opening a small walk-in office for clients in downtown Providence and using the larger, cheaper Leeson building for administrative offices.

But sometime in the next few weeks, Renza's enthusiasm for the "best of all possible plans" would wane.

The Pine Street partners

By early 1988, the Pine Street Realty partnership was in place. Public records and other sources make clear that in May 1988, Mollicone and the partnership were busy.

On May 13, the Convention Center Authority formally resolved to buy the DES property.

Three days later, Mollicone and Brusini surprised Valliere by showing up at Renza's office for their "confidential" briefing. Valliere says the meeting took about an hour.

He says he found it odd that Renza and the partners didn't keep the detailed memo he had prepared, but handed it back to him after the meeting.

They didn't want anyone to know of the meeting, Valliere says.

Marvin Perry, deputy director of DES, who attended at least part of the meeting, says he doesn't recall Renza asking that it be kept confidential.

Nine days later, on May 25, 1988, Mollicone, DiBattista and Marcellino, acting as trustees for the partners, bought the building at Pine and Friendship Streets from an official of the J.I. Manufacturing Co. for about \$2.4 million.

Meanwhile, staffers at the DES and the state Administration Department were busily preparing the newspaper advertisement that would begin the competition for

the lease.

But weeks before the notice was published on June 21, 1988, a birthday party was held for the younger Renza. Among the guests were Mollicone and his accountant, Stephen R. Zito.

According to Zito, Mollicone said that night he had just heard that the DES lease was his.

How Mollicone knew this — before the state had even advertised that it was looking for space — is a mystery.

The wording of the June 21 advertisement asked specifically for a building in downtown Providence, effectively eliminating the Leeson building. Previous drafts had asked only for space in greater Providence, which would have included the Leeson site. Valliere says Renza told him that the governor's office had ordered the scope narrowed to downtown.

In all, nine bidders responded, including the Mollicone group, known then as the Pine Street Realty Trust. But the word in real-estate circles at the time was that the other eight needn't bother.

"I was told the lease was going to the Mollicone building, and the other (bidders) are dead," says John G. Laramee, an owner of the Leeson Building, who complained loudly about the selection of Pine Street Realty. "They were only trial horses in the race, out for daily exercise."

After staff visits to the sites, the DES narrowed its list to three finalists: Pine Street Realty, and two mills near downtown, the Foundry on Promenade Street and another on Kinsley Avenue owned by Polygon Ltd. of Allston, Mass.

In October, the finalists submitted bids, stating the rent they would charge the state per square foot.

In typical competitive bidding, bids are sealed and submitted by a deadline. The bids are opened in public at the same time, so no bidder can use inside information to submit a winning low price.

But for leases, the state prefers a casual approach: no deadline and no public opening.

And, in a departure from normal practice, the final bids were delivered, not to the Administration Department, which normally handles leases, but directly to Renza at DES.

The timing and the order in which the bids arrived on Renza's desk has drawn the attention of investigators.

Time stamps on the letters show that Renza received both Polygon's and the Foundry's offers on Oct. 28.

And though the Pine Street Realty offer was dated Oct. 27 on its letterhead, Renza's time stamp shows that he actually received the offer three days after the other bids, on Oct. 31.

As it happened, the offer, averaging

'I was told the lease was going to the Mollicone building, and the other (bidders) are dead. They were only trial horses in the race, out for daily exercise.'

John G. Laramee

An owner of another building, who complained loudly about the selection of Pine Street Realty

\$13.50 a square foot, undercut The Foundry's bid by 25 cents a foot.

O'Neil says the grand jury is exploring whether bid information was improperly leaked to the Mollicone-Brusini-Fazzano partnership.

"You have to be concerned as to whether there was bid-rigging that took place in the selection process," O'Neil says.

On Nov. 9, Renza asked the six-member State Properties Committee to approve the Pine Street Realty building.

On Nov. 29, it did.

The same month, Mollicone walked into the Anjoorian Bros. carpet store on Charles Street in Providence and bought an ivory-colored "Pande Cameron Chindia" Oriental rug, 4 feet by 6 feet, for \$927.

Then he gave it to Renza.

A raw deal

Meanwhile, in late 1988 and early 1989, the Convention Center Authority, the board on which Mollicone sat, pressed its negotiations with the private owners to obtain the DES's old building on West Exchange Street. And DES officials felt the authority was giving their department the bum's rush.

"We had a problem with the (authority) — the way we were shoved out of that building," says the DES's Perry. "Yeah, we had a problem, a big problem."

The officials also felt the department was getting a raw financial deal. There were still two years left on the cheap lease at West Exchange Street. According to internal memos, the DES projected that its early ouster would cost an extra \$1.2 million in rent in more expensive offices.

The U.S. Department of Labor, which pays most of DES's budget, was not pleased.

"The premature termination of the lease... has obviously created an excessive financial burden," a federal official wrote to Renza. The Labor Department warned of the "tremendous cost difference" between the old lease and any new one the DES would sign. It "strongly recommended" that Renza call the landlord and negotiate "an appropriate settlement."

But the DES left for its more expensive home without one.

Objections to terms

Now that Pine Street Realty had won the DES lease, the terms had to be negotiated between the partners and the state. **Marcello, the real-estate lawyer in the partnership, negotiated on its behalf.**

Turn to LEASE, next page

Footnote 80

City of Providence, R.I., Land Book 3301, 125–133.

ASSIGNMENT OF (1) MORTGAGE AND NOTE(S)
(2) ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF (1) MORTGAGE AND NOTE(S) (2) ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and entered into as of the 25th day of October, 1995, from Wilmington Trust Company, as Trustee for RTC Mortgage Trust 1994N-3/S, a Delaware business trust, with its business located at 1400 Frost Bank Plaza, 816 Congress Avenue, Austin, Texas 78701 (the "ASSIGNOR"), to Jesse Metcalf Associates, L.L.C., a Rhode Island limited liability company, having an office at Suite 202, 422 Post Road, Warwick, Rhode Island 02888 (the "ASSIGNEE").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the ASSIGNEE, its successors, transferees, and assigns forever, in trust, all of the rights, title and interest of said ASSIGNOR in and to the following documents:

Equity Mortgage Deed, duly recorded in Providence, Land Evidence Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 Page: 049

Assignment of Rents and Leases, duly recorded in Providence, Land Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 Page: 067

Together with any and all notes, guaranties, security agreements and other loan documents and assignments relating to the obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

By that certain Assignment of (1) Mortgage and Note(s) (2) Assignment of Rents and Leases dated December 19, 1994, filed for record in Providence Land Evidence Records in Book 3118, Page 120, Resolution Trust Corporation as conservator or receiver for Old Stone Bank, a Federal Savings Bank and joining as conservator or receiver of Old Stone Federal Savings Bank transferred and assigned the above described Mortgage Deed and Assignment of Leases and Rents to ASSIGNOR.

This Assignment is made without recourse, representation or warranty of any kind.

Wilmington Trust Company, as Trustee of
RTC Mortgage Trust 1994N-3/S, a
Delaware business trust

Witness/Attest:

By: Ontra, Inc., a Texas corporation, as
Attorney-in-Fact

By:

Name: Cathy Vance

Title: VP

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 25th, 1995 by Cathy Vance, Executive Vice President of Ontra, Inc., the Attorney-in-Fact for Wilmington Trust Company, the Trustee for RTC Mortgage Trust 1994N-3/S, a Delaware business trust, on behalf of said trust.

My commission expires:

1-21-97

Amy L. Greene

Notary Public - State of Texas

Notary's name (printed):

Amy L. Greene



EXHIBIT A-1PARCEL A

That certain tract or parcel of land situate on Summer Street, on Conduit Street and on Stewart Street in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the point of intersection of the southerly line of Conduit Street with the westerly line of Stewart Street and running thence southerly bounding easterly on said Stewart Street a distance of one hundred forty-eight and 25/100 (158.25) feet to Warners Lane, so-called; thence turning and running westerly bounding southerly on said Warners Lane one hundred sixty-four and 78/100 (164.78) feet to the westerly line of Dallas Alley, so-called; thence turning and running southerly bounding easterly on Dallas Alley a distance of six (6) feet to land now or formerly of Edward A. Tomolillo and Maryann Tomolillo thence turning and running westerly bounding southerly on said last named land a distance of one hundred fifty-three and 07/100 (153.07) feet to Summer Street; thence turning and running northerly bounding westerly on said Summer Street a distance of one hundred sixty and 27/100 (160.27) feet to Conduit Street; thence turning and running easterly bounding northerly on said Conduit Street a distance of three hundred twenty-one and 30/100 (321.30) feet to said Stewart Street and the point and place of beginning.

Footnote 81

City of Providence, R.I., Land Books 1736, 98; 2031, 255; 3351, 214.

Document Info

Doc Description: DEED

Document #: 198877115419

[Prev](#)

[Next](#)

Book / Page: LAND 1736 / 98

[Prev](#)

[Next](#)

Recorded Date: 01/19/1988 03:45:00 PM

Document Status: Recorded and Verified document

Remarks: Vol- 1736 Page- 98

Property Info

Property:

Property Desc: SUMMER ST

Names

Grantor:

H M S ASSOCIATES
HART

Grantee:

HOTEL ASSOCIATES REALTY TRUST TR OF

Related Documents

Tax Amt: \$40,000.00

Document Info

Doc Description: ESMT&C

Document #: 198977155716

[Prev](#)

[Next](#)

Book / Page: LAND 2031 / 255

[Prev](#)

[Next](#)

Recorded Date: 05/11/1989 11:09:00 AM

Document Status: Recorded and Verified document

Remarks: Vol- 2031 Page- 255

Property Info

Property:

Names

Grantor:

HOTEL ASSOCIATES REALTY TRUST TR OF

Grantee:

PINE STREET REALTY TRUST TR OF

Related Documents

Tax Amt:

Addl Tax Amt:

LAND-02139-00198 (AMENDMENT) LAND 02139 00198 11/17/1989

199677255896 (RELEASE) LAND 03303 00302 04/01/1996

DISCHARGE OF MORTGAGE

The undersigned being the owner and holder of that certain mortgage made by Pine Street Realty Associates LP to Joseph DiBattista and **Matthew T. Marcello, III**, Trustees of Hotel Associates Realty Trust, recorded December 13, 1991 in Book 2489 at Page 214 in the Land Evidence Records of the City of Providence, County of Providence, State of Rhode Island, do hereby acknowledge receipt of full payment and satisfaction of the same, and in consideration thereof, do hereby cancel, release and discharge said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of June, 1996.

Tim J. Genn
Witness

Joseph DiBattista
Joseph DiBattista, Trustee of
Hotel Associates Realty Trust

Tim J. Genn
Witness

Matthew T. Marcello, III
Matthew T. Marcello, III, Trustee
of Hotel Associates Realty Trust

JUN 20 1996

Received for Record at 10 o'clock 52 min A in
Recorder of Deeds

Footnote 82

Dean Starkman, *The Money Trail May Be Tough, Costly to Track* * *Almost From the Day Joseph Mollicone Disappeared, the Question Has Been: What Happened to the Money?*, PROVIDENCE J., Apr. 25, 1993, at A1, A6, <https://perma.cc/6NQY-6JS7> (\$511,000 to Hotel Associates; \$3,512,000 to Pine Street Entities; etc.).

THE MANSIONS REVISITED

Critics ease up on Newport's 'cottages'

BRUNCH

THE CULTURES OF CANADA

We survey Montreal cafes, dance in Cape Breton and rough it in the Yukon

TRAVEL
SPECIAL SECTION



END OF THE LINE FOR P-BRUINS

Providence's season ends as Springfield rallies for 4-3 playoff victory

SPORTS

WEATHER



PARTLY CLOUDY

High of 73

DETAILS, C-12

The Providence Sunday Journal



NIGHTLY ROUTINE: Michael is embraced by both Mom and the alphabet before he heads off to sleep. Language, advisers say, should permeate the activities of the child with Down syndrome like an enticing aroma in the air.

MICHAEL

Going beyond survival to self-sufficiency

Michael Smith was born with Down syndrome, a genetic condition almost always marked by mental retardation. A chronicle of his first two years appeared in the *Journal-Bulletin* in 1985. This series explores his subsequent development and education.

By GINA MACRIS
Journal-Bulletin Staff Writer

He was a scrawny baby, barely holding onto life. In his first year, he was hospitalized six times, four of them for operations. The last was five days before his first birthday, to repair a heart that was already exhausted.

We called him Mikey then. Now, he is almost 10 years old — his birthday is May 23 — and nobody has called him "Mikey" for ages, not since he went around correcting people. "No Mikey," he would say. "I Michael Smith."

At times I believe that first year never happened, although I was there from the moment two doctors walked into my hospital room and started telling me what was wrong with my new baby. They ended with the thing that could not be fixed — Down syndrome.



First of five parts

Michael's ability to communicate would one day be critical to his independence, and all the adults in his life owed it to him to be tireless in their efforts to make the most of whatever natural ability he had.

It seemed as if we lived in hospitals during Michael's first year. At times, my vision became so circumscribed I could see no farther than the waiting room across the hall from the pediatric intensive care unit, or the distance between Michael's room and the nurse's station.

And there was a time where the only thing I could look forward to was my next conversation with the doctor. I could not remember anything about life outside the hospital; not anything I read in the newspaper, nor anything I saw on television, nor anything anyone may have said five minutes earlier.

And then, with a freshly-mended heart, Michael came home from the hospital for the last time. I can still hear the tapping of his little sneakers against the car seat when I turned off the ignition in the garage. He was gathering steam.

From then on, Michael started to solidify his hold on life. My husband, Don Smith, and I no longer lived moment-to-moment but began looking to the future. We wondered how to deal with a society that was predisposed to see our son as a handicap rather than a person.

Turn to **GOAL**, Page A-8

Protesters rally for gay rights, AIDS funds

■ In a prelude to today's march, thousands of homosexuals and their supporters transform the capital in a mix of solidarity, protest and celebration.

By JEFFREY SCHMALZ
The New York Times

WASHINGTON — From the Lincoln Memorial to the Capitol, thousands of homosexuals virtually transformed this city yesterday, demanding more spending on AIDS, honoring their military dead and just plain having a good time.

In a prelude to today's big march on Washington, which has drawn lesbian and gay Americans and their supporters from throughout the country, the capital's streets were caught up in a mix of solidarity, protest and celebration.

Thousands of protesters, chanting "Act up! Fight back! Fight AIDS!" ringed the Capitol to demand more spending on AIDS research. Their backs to the building — symbolizing what they said was Congress turning its back on those with AIDS — they encircled themselves in a giant red ribbon.

Police provided no estimate of the crowd's size, saying it was too spread out to count. But ACT-UP, the activist group that organized the event, said protesters numbered about 30,000. At some points, participants in the human chain stood four or five deep.

At the Lincoln Memorial, 200 gay and lesbian veterans, some in military uniforms, honored fallen comrades. In front of the IRS Building, hundreds of couples held hands and embraced as they stood before the Rev. Troy D. Perry and vowed love in what was called

Turn to **D.C.**, Page A-12

A decorated sergeant reveals he is gay "at an opportune time to come out." Page A-3

The money trail may be tough, costly to track

■ Almost from the day Joseph Mollicone disappeared, the question has been: What happened to the money? He's been convicted but the question remains.

By DEAN STARKMAN
Journal-Bulletin Staff Writer

Joseph Mollicone Jr., struggling for composure, clenched his jaw and slumped further into his chair as the jury foreman uttered the word "guilty" 26 times. The emotion drained out of the courtroom.

The drama had ended. Now, it's time for the accounting. Almost from the day Mollicone disappeared in November 1990, a nagging question has hovered over his failed Federal Hill bank:

What happened to the money? Investigators have combed through the remains of the Heritage Loan and Investment Co. for 2½ years,

Turn to **MOLLICONE**, Page A-6

Jury foreman: We wanted to find Mollicone not guilty on at least one charge. Page A-6

Guide to today's sections

- Metropolitan C
- Sports D
- Brunch E
- Business F
- Travel & Society H, I
- News II J
- Index on Page A-2

600 Club takes wind out of Fenway bats, says professor

■ Research at MIT indicates that the pricey new roof-top boxes are deflecting breezes, turning 4-baggers into outs.

By GERALD S. GOLDSTEIN
Journal-Bulletin Staff Writer

CAMBRIDGE, Mass. — Deep within the venerable, four-story Daniel Guggenheim Aeronautical Laboratory at Massachusetts Institute of Technology, brows are furrowed.

Amid hallway doors marked Laboratory for Information and Decision Systems, and Materials, Structures and Aerelasticity, and Center for Intelligent Control Systems, learned heads are being scratched.

In a small corner of this rambling New England think tank, which includes the imposing Library of Aeronautics and Astronautics, brilliant minds probe a stubborn enigma of projectile ballistics:

Why can't the Red Sox hit home runs? In the world of science, this study is

known as Mitigation of Fenway Park 600 Club Effects on Ball Park Wind Patterns.

In the world of baseball, it's grist for debating whether the 600 Club, a swanky indoor seating area high behind home plate, has spawned ill winds at historic Fenway — gusts that drag down fly balls headed for home run territory.

So postulates Prof. Paul Lagace, whose two qualifications to examine this four-year-old controversy are equally impressive: his doctorate in aeronautics from MIT and his

love of Fenway Park.

Lagace, 35, has followed the Red Sox since his childhood in Maine. He became a confirmed Fenway bleacherite during his undergraduate days at MIT, and he still cheers from the bleachers at some 30 games each season.

Lagace began suspecting home run trouble in 1989. That's when the Red Sox opened the 600 Club, a luxurious, glassed-in aerie

Turn to **FENWAY**, Page A-4



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FROM PAGE ONE

Jury foreman: Mollicone given 'every chance'

By ROBERT KRAMER
Journal-Bulletin Staff Writer

The jury that Friday found Joseph Mollicone Jr. guilty of looting his bank wanted "desperately to find him not guilty on at least one charge," said Matthew Petrarca, jury foreman.

But exhaustive discussion of the testimony in the trial and methodical examination of hundreds of exhibits left them with no alternative,

he said, but to find the former president of Heritage Loan and Investment Co. guilty of all 26 counts against him.

"We looked harder for evidence for the defendant than we did for the prosecution," Petrarca said yesterday. "We wanted to be absolutely sure we gave the defendant every chance."

After the verdict was announced at noon Friday, the jury stood behind Petrarca as he gave reporters a brief statement outside the Providence Superior Court House. Yesterday he said he and other jury members were appalled by the rush of reporters and television cameras as soon as they left the courtroom. The rush nearly knocked over a court stenographer, he said.

Petrarca, 26, was the youngest member of the jury, which ranged in age into the 60s. During the weeks of the trial they became good friends, Petrarca said, and plan a reunion this summer.

The first day the jury deliberated, they had little more than an hour together. Petrarca suggested that before they went home, they think about ways to proceed when they returned the next day. They decided to go through the charges individually looking at the evidence.

"Sometimes it was hard to remember which face went with which testimony," he said. But in every case at least one juror would

remember a distinguishing characteristic of the witness that would trigger others' memories, he said.

"The state's case was very well organized," said the foreman. Clifford Couter, auditor for the attorney general, was the key witness. He testified for several days and "tied it all together," Petrarca said.

Prosecutors Kevin Bristow and Terrence Donnelly did an excellent job, he said.

Mollicone's lawyer, Robert B. Mann, presented a defense that Petrarca called "abstract."

"He tried to shake Couter, but it didn't work," said Petrarca.

Some of the jurors were uncomfortable with the verdict, the foreman said, "not because of any doubt about Mollicone's guilt but because they were sitting in judgment on another human being. During deliberations, each of us had to say out loud 'guilty' when we had reached the decision on a count. That meant each of us said 26 guilty."

"That helped me," Petrarca said, "because when I had to give the verdict, my arms were shaking, I was

very nervous."

The foreman said he felt "a sort of pity" for Mollicone. "He looked like a broken man."

Petrarca had "extreme sympathy" for Mollicone's mother, Anna. "She was there every minute; she had seen her husband's (Mollicone's father's) business plundered. Her loss was very great."

Petrarca said that after thinking back over the trial there are questions he is curious about, such as:

■ Where did the money go after Mollicone moved it from Heritage to his businesses?

■ Did Mollicone's wife know what he was doing?

■ Why didn't prosecutors call Steven Zito, the accountant Mollicone used at Heritage and in his businesses, to testify?

The day Mollicone's former Utah girlfriend, Doris Heishman, testified, there was little else about the trial in news reports. The jury, however, spent almost no time considering her testimony.

"She was really irrelevant to the charges," Petrarca said.

Mollicone

Continued from Page One

but the question of the missing money remains unanswered.

Officials can estimate that at least \$15.4 million was missing from Mollicone's bank. But that figure is a catch-all. It includes interest lost on money that was stolen.

And investigators can list dozens of companies whose accounts received Heritage's money.

But where it went afterward, and who has it now, is still a mystery.

Officials offer only a general idea. "A number of businesses that Mollicone invested in... and a fairly lavish lifestyle," says Normand G. Benoit, the lawyer for the bank's receiver, the state director of business regulation.

The state knows that some of the money was thrown away on luxuries, and some of the money went down the tubes with bad real estate and business investments.

But that's as far as they've taken the investigation.

Until Friday's verdict, the state focused its resources on getting Mollicone criminally convicted. That task required showing only that Mollicone diverted money from the bank and into accounts he controlled.

The verdict in, officials must now decide whether to take the next step and trace the money beyond Mollicone's accounts.

The catch is that the work is arduous — and expensive. It's unclear whether further investigation will pay off in retrieving any of the missing money.

The decision will be left to the Depositors Economic Protection Corporation, DEPCO, the taxpayer-financed bailout agency that has assumed Heritage's assets.

"There's more work that could be done to follow it through," says Peter Barton, DEPCO's manager for investigations. "It will be assessed. It may or may not be cost-justified."

To find out where the money went, investigators may first want to know how much is missing from the bank. That's no simple task.

\$15 million missing

Clifford J. Couter, an investigating auditor for the attorney general who has spearheaded the state's Heritage case, calculates the figure this way:

In 1987, the bank was missing \$7.5 million. The date marks the last time Heritage was inspected by outside examiners before it was closed in 1990. That's a starting point for investigators.

The figure includes \$1.9 million in so-called "off-line" loans that were later discovered to have been fraudulent. Mollicone had already taken the money for himself but told state banking regulators, when they arrived in the summer of 1987, that others had borrowed the money and intended to pay it back.

The figure also includes millions more that Mollicone had to borrow — secretly — from other banks to cover up for money he had already taken when the regulators arrived.

By the end of 1988, investigators found, Mollicone had diverted an additional \$2.4 million to his own accounts. This figure was known inside Heritage as "Joe's number." That's the total of the checks drawn on the bank's accounts made payable to Mollicone or his businesses.

By the summer of 1990, Mollicone had added \$1.57 million to Joe's number.

The total of principal taken from the bank, then, could be set at about \$11.5 million.

Add to that interest that Heritage would have earned from real borrowers from 1987 to 1990.

Couter says a reasonable interest rate — about what Heritage earned at the time — is 15 percent.

That adds roughly \$3.9 million,

bringing the total missing from Heritage by the time regulators stepped in during the summer of 1990 at about \$15.4 million.

Where did Joe's number go?

Trail hidden

Investigators, in their criminal probe, compiled a list of every company, partnership and real estate venture with which Mollicone was involved.

The number topped 80.

Investigators then traced nearly all checks transferring money from accounts in Heritage's name to accounts controlled by Mollicone or his business entities.

Here's a partial list of his companies and how much of the bank's funds they received, minus any repayments.

- Atrium Financial Services Corp., \$3,004,000.
- Aurora Jewelry, \$6,100,000.
- Firstline Jewelry, \$1,446,000.
- Benefit Street Realty, \$45,000.
- Crawford Allen House, \$75,000.
- GBR Realty, \$205,000.
- Imperial Realty, \$193,000.
- HEM Associates, \$197,000.
- Hotel Associates, \$511,000.
- J&M Enterprises, \$307,000.
- Network Management, \$2,313,000.
- Old Providence Journal Building, \$145,000.
- Ronzio Pizza, \$1,153,000.
- Southside Medical, \$86,000.
- RMR Associates, \$158,000.
- Rosmac Associates, \$23,000.
- Cardio-Fitness Center, Atrium, \$279,532.
- Pine Street Realty Associates, \$2,037,000.
- Pine Street Realty Trust, \$1,476,000.
- JEJ Realty, \$1,810,000.

But investigators don't know where the money went after arriving in these accounts.

Was it lost in the course of business? Was it routed back to Mollicone? Was it siphoned off to a third party?

That's where the money trail begins. The figures raise as many questions as they answer.

On June 5, 1987, for instance, Mollicone had two Heritage checks written to him. One was for \$10,000, payable to Mollicone. The other was for \$30,000, payable to JEJ Realty, a Mollicone partnership.

The checks were deposited into two accounts controlled by Mollicone at Eastland Bank. But the money didn't stay long.

In fact, records show, both accounts were overdrawn by the time money arrived.

Many mysteries

Now, consider some of Mollicone's business ventures. There are dozens of them.

In the late 1980s, Mollicone began investing in a company that would sell French fries from vending machines, Kwik Fries. The Heritage checks to the company totaled \$75,000.

That venture fizzled. The money is gone.

There are even deeper mysteries. For instance, Heritage wrote checks to Pine Street Realty, a downtown office renovation project, totaling more than \$3.5 million. That's part of the money Mollicone is accused of embezzling.

And Mollicone's Pine Street partners say that Mollicone took an additional \$1.3 million of their money from Pine Street accounts — money that was not spent on the building.

It's still not clear how much of the money that flowed from Heritage and the partners into Pine Street accounts actually went into the building.

Deal after deal has a similar story.

"There are going to be questions for a long time," says Couter.

The state must now decide whether it is willing to pay for the answers.

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Tracy Breton, *Solomon Sues to Cancel Mollicone Lease*, PROVIDENCE J., Feb. 26, 1991, at E3 (“When asked who signed Mollicone’s name to the discharge papers — Mollicone’s signature looks significantly different from the one that appears on the lease with Solomon — Marcello said that DiBattista signed Mollicone’s name to the discharge ‘at Mollicone’s direction’ before Mollicone disappeared”).

METROPOLITAN

Krause will handle all RISDIC civil suits

By JUDY RAKOWSKY
Journal-Bulletin Staff Writer

PROVIDENCE — Superior Court Judge Robert D. Krause has been assigned to handle the 87 civil suits filed in connection with the collapse of Rhode Island Share and Deposit Indemnity Corp.

Anthony A. Giannini, who retired as presiding justice of the Superior Courts last week, said he consulted with Judge Krause, John E. Orton III, acting presiding justice, before appointing Krause to handle the cases.

Lawyers for depositors of institutions that had been insured by RISDIC and those representing defendant state, credit union and RISDIC officials presented arguments last Thursday on whether only one judge should handle all the cases.

Several plaintiffs' lawyers oppose the assignment of one judge to the cases. Among them are Arlene Violet, who represents depositors in several suits against credit unions and represents Columbus Credit Union in an action against RISDIC; Ronald DelSesto, who represents depositors in a civil racketeering suit against Rhode Island Central Credit Union; John Cosentino, who represents depositors in a suit against Davisville Credit Union, and Steven Fortunato, who represents depositors in legal action against Rhode Island Central Credit Union.

DelSesto, Cosentino and Fortunato all said that their suits should be heard in the counties in which they were filed and that they are too unusual to be lumped together.

Giannini ordered that all cases be transferred to Providence, but he left open the possibility that Krause could decide to return certain cases.

"One judge can winnow out those cases, so that if the judge assigned to these cases feels that that particular case needs special treatment, that case will be given special treatment," Giannini said.

Giannini said one judge can organize the pretrial information gathering process, called discovery. The plaintiffs' lawyers had sought to speed that process up, while the defense wanted to delay its start until the end of April.

Giannini decided it could be delayed to March 15. And he gave the defendants until April 8 to answer the suits.

One plaintiff's lawyer, Bradford Gorham one judge would assure uniform rulings.



KRAUSE

Solomon sues to cancel Mollicone lease

State planned move to office fugitive owned

By TRACY BRETON
Journal-Bulletin Staff Writer

PROVIDENCE — Gen. Treas. Anthony J. Solomon yesterday filed suit to nullify a lease agreement he entered into last fall with banker Joseph Mollicone Jr., now a fugitive, to move treasury offices to the Gardner Building at 40 Fountain St.

In doing so, Solomon was ignoring legal advice given to him by Atty. Gen. James E. O'Neill and the Department of Administration, who told him the lease must be honored.

"I am doing this on my own to protect the treasury," Solomon said. "One minute I'm getting an order to stop the move. The next minute I'm getting an order to move."

The state, he says, can save \$150,000 a year in rent and \$175,000 in furniture and wiring costs by not moving. However, his lawsuit is based on much more than the state's fiscal crisis.

Solomon's lawyer, Joseph J. Rodio, said he discovered last week that some of the space the treasurer's office had rented from a Mollicone partnership has been rented to someone else. He also contended that the lease is invalid because ownership of the Gardner Building changed after Mollicone's disappearance in November and the title on the building "is now clouded."

Rodio alleged in an interview that the transfer of ownership was "a fraudulent conveyance in violation of civil laws in Rhode Island" because it was done while litigation was pending or about to be instituted against Mollicone. In addition, Rodio contended, the transfer in ownership could not legally be done without Mollicone's approval.

"This is a big surprise to me," said Leonard F. Clingham, counsel to the Department of Administration, when asked about Solomon's suit.

He says that as far as he is concerned, the lease the state entered into on Solomon's behalf is "a valid lease" and cannot be negated unless the treasurer's office first moves in there for at least one year.

Matthew T. Marcello III, a lawyer in the Providence firm of Hinckley, Allen, Snyder & Comen and a partner in the office building, said he was shocked to learn of the suit.

Marcello said he and his partners have spent a minimum of \$500,000 renovating space in the Gardner Building to meet specifications requested by the treasurer's office and that there is nothing improper in the change of ownership in the building.

He said Solomon assured him a week ago that he was going to sign papers concerning the lease that would have led Fleet National Bank to give the partnership an additional \$2.5 million in financing to pay for the renovations at the building.

The move of the treasurer's office from 198 Dyer St. to the Fountain Street building — in which Mollicone still holds a 20 percent interest — had been set to occur in April.

It was a move that Solomon had originally requested. In November 1989, he told the State Properties

Committee that the 16,000 square feet of space the treasury now occupies "is inadequate" to meet "current and future needs."

Last March, after four finalists were chosen from 11 proposals, Solomon selected the Gardner Building as the best site.

The lease signed by Solomon and Mollicone last Sept. 12 — and approved by the Department of Administration, the State Properties Committee and the attorney general's office — called for the treasury to occupy a total of 25,700 square feet of space on the first, seventh and eighth floors of the Gardner Building at a cost of \$33,196 per month (an annual rate of \$15.50 per square foot.)

Rodio says he learned last Wednesday that some space that the treasurer's office leased is now occupied by Local 271 of the Construction and General Laborers Union, and that the union was exercising its option to extend its lease for another five years.

Solomon's suit says that on Dec. 24, Governor DiPrete issued an order prohibiting state agencies from entering into any new leases for office space.

The lease that Solomon entered into last September was with Gardner Building Realty, in which Mollicone was a general partner along with lawyer Marcello, businessman Edward W. Ricci, Joseph DiBattista, Joseph M. Cerilli and William Scampio.

But since Mollicone's disappearance, the ownership of the building has been transferred to a limited partnership called Emanon Associates, L.P. ("no name" spelled backwards.) The change in ownership, Rodio contends, also voids the lease.

In addition, Rodio questioned why a \$600,000 mortgage that Mollicone and DiBattista loaned Gardner Building Realty in 1986 was discharged on Oct. 8 but never recorded until Nov. 29, three weeks after Mollicone disappeared.

Marcello says that Emanon's stockholders are the same people who were general partners in Gardner Building Realty — except that Mollicone's 20 percent interest has been put in a trust. He said the only reason the ownership was changed was to prevent Mollicone, after he disappeared, from entering into any contracts that were binding on the

Portuguese Consulate allowed to withdraw \$51,000 from E. Providence Credit Union

By NEIL DOWNING
Journal-Bulletin Staff Writer

Rhode Island has allowed the Portuguese Consulate in Providence to withdraw more than \$51,000 from East Providence Credit Union even though the credit union is closed and other depositors' funds there are generally frozen.

Following intervention by the U.S. State Department, state officials on Feb. 15 authorized Joao L. de Abreu, the Portuguese consul in Rhode Island, to withdraw \$51,235.77 from six accounts at the credit union, according to documents filed with the state Department of Business Regulation.

The action came after the Portuguese Embassy protested to the State Department that its consulate was being denied access to funds it needed to perform consular functions. The consulate handles the commercial affairs and personal needs of Portuguese citizens in the area.

The State Department appealed to Rhode Island officials to release the funds. In support of the request, it sent to the State House sections of the 1963 Vienna Convention on Consular Relations, to which the United States and Portugal are parties.

Rhode Island officials did not heed the plea, mindful that thousands of depositors continue to suffer in the state's credit union crisis. East Providence is among 15 banks and credit unions that remain closed after their private insurer collapsed. It has about 30,000 membership accounts and about \$109 million on deposit, said credit union president Anthony Aragona.

other partners.

Marcello said the \$600,000 mortgage had to be discharged to obtain the new financing from Fleet. He

The State Department, in letters and phone calls, argued that the continued freeze of the funds had international implications.

"The freezing of these accounts not only may affect the important bilateral relationship the United States maintains with Portugal, it also potentially exposes U.S. diplomatic and consular missions and their personnel abroad to possible reciprocal measures," wrote Avis T. Bohlen, a State Department deputy assistant secretary.

Governor Sundlun signed an order directing the credit union to recognize "the sovereign immunity of the Portuguese Consulate and the diplomatic immunity and privileges of its consul" and release the funds.

Casby Harrison III, a legal counsel to Sundlun, said yesterday the funds were released only after state officials were satisfied that the consulate's request met all provisions of domestic and international law.

"We wanted it well documented," Harrison said. State officials, he said, know that "any kind of preferential treatment" to depositors during the crisis could generate controversy.

Besides, Harrison said, "We have to work with the United States government, don't we, especially in times of war."

de Abreu was not available for comment yesterday. The consulate is at 56 Pine St. in downtown Providence. Several on-street parking spots in front of the office, between Peck and Orange streets, are reserved expressly for the consulate; parking for others there is prohibited.

said DiBattista "never bothered" to record the discharge until after Mollicone's disappearance, when it was needed to "clean up the title" on the

building.

Marcello said no money actually changed hands, but that Mollicone and DiBattista agreed to discharge the mortgage in return for being granted "a priority distribution from us" if the building is ever sold or refinanced. "They'll get their \$600,000 back before any of the other partners get any money out of it," Marcello said.

When asked who signed Mollicone's name to the discharge papers — Mollicone's signature looks significantly different from the one that appears on the lease with Solomon — Marcello said that DiBattista signed Mollicone's name to the discharge "at Mollicone's direction" before Mollicone disappeared.

DiBattista later confirmed that, saying Mollicone had asked him to do it "as a matter of convenience."

But Rodio contended that what DiBattista did was "illegal."

Advised that lease was valid

Despite Mollicone's status as a fugitive — he is alleged to have embezzled more than \$13 million from his Heritage Loan & Investment Co. before disappearing Nov. 8 — the attorney general and Clingham had advised Solomon as recently as last week that the lease with Emanon was valid.

Rodio said last night that even after the lawsuit was filed, Clingham faxed documents to Solomon for him to sign that would finalize the lease and that Solomon refused to do it. He said that earlier in the day, Solomon cancelled an order for \$115,000 worth of furniture that had been ordered for the Gardner Building offices.

Marcello said he was not aware, until the Journal-Bulletin advised him yesterday afternoon, that the labor union, Local 271, wanted to extend its lease. He said Mollicone had told him the union did not want to extend its lease.

But even if the union chooses to do so, Marcello said, "all we're talking about is less than 2 percent of the space the treasurer's office rented from us — one conference room." He said room could be made available on the building's second floor for a conference room for Solomon's staff.

One word describes Bristol County Savings Bank today...

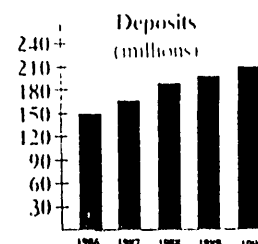
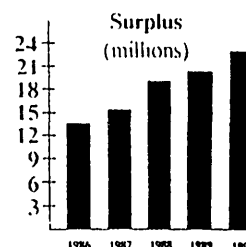
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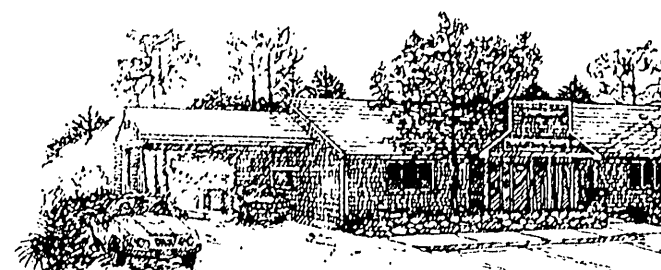
1990 was another very successful year at Bristol County Savings Bank. Earnings, deposits, assets and surplus are all higher than the previous year.

The bank's net income for the fiscal year was \$1,684,000 which is over 18% higher than the previous year. As a result, surplus surpassed \$22.5 million, which is 9.47% of assets and 10.62% of deposits. Both are all-time year-end highs.



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NOTICE OF SUSPENSION

by Order
Dated February 15, 1991
JOSEPH B. GOING
747 Aquidneck Avenue Suite 202
Middletown, Rhode Island

has been suspended from the active practice of law as of February 15, 1991 and is no longer authorized to practice law in this state until further order of this court.

RHODE ISLAND SUPREME COURT
Brian B. Burns
Chief Deputy Clerk

Published pursuant to Supreme Court Rule 42-17

NOTICE OF SALE

The Rhode Island Department of Transportation hereby invites bids for the sale of property located at 576 Manton Avenue in the City of Providence. The property contains approximately 102,800 square feet and includes a 2,200 square foot single story, masonry improvement. The parcel is zoned "M-1, Commercial and Light Industrial" except for approximately 5,000 square feet of its easterly limit zoned "R-2, Residential."

The property will be available for inspection from 9:00 a.m. to 3:30 p.m. on Thursday, February 21, 1991 or by appointment.

Bidders must comply with the following Terms and Conditions:

- All bids must be submitted in writing to Mr. Robert P. Doyle, State Property Officer, Department of Administration, Division of Purchases, One Capitol Hill, Providence, 02908-5855 (Tel. 401-277-2375) no later than 10:00 a.m. on Friday, March 8, 1991, at which time they will be publicly opened and read.
- It is recommended that bids submitted equal or exceed the sum of One Hundred Ninety Thousand Dollars (\$190,000), the property's appraised value. Bids in an amount lower than the recommended sum shall be subject to final approval and acceptance by the State Properties Committee.
- Bid surety in the form of a cashiers or certified check in the amount of Five Thousand Dollars (\$5,000) payable without condition to "General Treasurer - State of Rhode Island," must accompany each bid. Checks of unsuccessful bidders will be returned upon bid award or the rejection of all bids by the State.
- NOTE - All bids submitted shall be subject to the pre-emptive right of the property's former owner(s) and the City of Providence to (re)purchase the property pursuant to Title 37, Chapter 7, Sections 3 and 4, of the General Laws of Rhode Island, 1956, as amended.
- The successful bidder will be liable for all engineering and closing costs that may be associated with the property's sale.

Terms: Payable within thirty (30) days of written notification of award.

The State reserves the right to reject without condition any or all bids.

For further information, please contact Ms. Louise Connolly, Real Estate Section Department of Transportation, 317 State Office Building, Two Capitol Hill, Providence, Rhode Island, 02903, (Tel. 401-277-3833).

Robert P. Doyle
State Property Officer

Peter S. Corr
Assistant Director
Public Works Bureau

From Europe to your pharmacy

News about the fight against wrinkles

PARIS - The declarations of Gabriel Letizia of the AMA Laboratories in New York, have had repercussions throughout the world. Tests performed on a cream containing a new molecule seem to have yielded extraordinary results in the reduction of wrinkles. The researcher assigned by a renowned multinational manufacturer of cosmetics for pharmacies to study the results of the application of the preparation, revealed that the base of the molecule is formed by retinol, which was successively bound to a protein chain using a low energy biological reactor.

Letizia announced, "A cream containing this molecule was applied for thirty days to one side of the face of 26 volunteers ranging from 45 to 60 years of age. At the end of treatment, the wrinkles were reduced by an average of 0.52 microns in respect to the untreated side."

From the Paris headquarters of the manufacturer of the new cosmetic cream, the Korff Corporation, the news spread quickly to America where the new product is available in pharmacies in two versions: Anti-Age Retard, which shows visible effects after a few months and Anti-Age Super, for a more radical effect to be achieved after consultation with a pharmacist. Korff has its office at 375 Park Avenue, New York, phone number 800-221-5226.



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DIBATTISTA
HOTEL ASSOCIATES REALTY TR UNDER DEC DATED 01/04/88 TR
MARCELLO
RICCI

Grantee:

HOTEL ASSOCIATES LLC

Footnote 85

City of Providence, R.I., Land Book 3301, 125.

ASSIGNMENT OF (1) MORTGAGE AND NOTE(S)
(2) ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF (1) MORTGAGE AND NOTE(S) (2) ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and entered into as of the 25th day of October, 1995, from Wilmington Trust Company, as Trustee for RTC Mortgage Trust 1994N-3/S, a Delaware business trust, with its business located at 1400 Frost Bank Plaza, 816 Congress Avenue, Austin, Texas 78701 (the "ASSIGNOR"), to Jesse Metcalf Associates, L.L.C., a Rhode Island limited liability company, having an office at Suite 202, 422 Post Road, Warwick, Rhode Island 02888 (the "ASSIGNEE").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the ASSIGNEE, its successors, transferees, and assigns forever, in trust, all of the rights, title and interest of said ASSIGNOR in and to the following documents:

Equity Mortgage Deed, duly recorded in Providence, Land Evidence Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 Page: 049

Assignment of Rents and Leases, duly recorded in Providence, Land Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 Page: 067

Footnote 86

City of Providence, R.I., Land Book 3301, 136–54.

BK330 | PG 136

PARKING LEASE/EASEMENT AGREEMENT

HOTEL ASSOCIATES, LLC
TO
JESSE METCALF ASSOCIATES, LLC

This PARKING LEASE/EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into on this 28th day of March, 1996, by and between Hotel Associates LLC, with an address of c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island, 02888 ("Hotel Associates") and Jesse Metcalf Associates, LLC with an address of c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island 02888 ("JMA").

WITNESSETH

WHEREAS, Hotel Associates is the owner of three (3) a certain parcels of land (the "Parcels") located on Stewart Street and Pine Street, in Providence, Rhode Island and more particularly described as "Parcel A", "Parcel B" and "Parcel D" in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Land"); and

WHEREAS, JMA is the owner of certain real property known as and numbered 144-150 Pine Street/101 Richmond Street, Providence, Rhode Island (the "144-150 Property") consisting of the parcel of land located on Page, Richmond, Pine and Friendship Streets which is more particularly described on Exhibit B attached hereto and

incorporated herein by reference and the five-story building located thereon known as the "Jesse Metcalf Building"; and

WHEREAS, JMA desires to provide additional parking for tenants in said Jesse Metcalf Building (the "Building Tenants"), specifically including the Tenant under that certain Lease between JMA (as "Landlord") and the State of Rhode Island and Providence Plantations acting by and through the Rhode Island Department of Administration (as "Tenant") dated November 14, 1995 (the "DOA Lease"); and

WHEREAS, Hotel Associates desires to create an easement, for the parking of up to two hundred and twenty five (225) automobiles on the Land, in favor of JMA and its successors in title to the 144-150 Property;

NOW, THEREFORE, in consideration of the sums herein reserved and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Hotel Associates does hereby lease and grant to JMA for the benefit of JMA and such Building Tenants as JMA shall from time to time designate (the "Authorized Parkers"), subject to termination as herein reserved, the right and easement to use for parking purposes, such two hundred and twenty-five (225) unassigned parking spaces (the "Parking Spaces") located on the Land as Hotel Associates may from time to time designate. Hotel

Associates reserves the right to alter, relocate, and change, from time to time, the layout of the driveways and parking areas located on the Land and the location of the Parking Spaces on the Land, as determined by Hotel Associates, from time to time, in its sole discretion; provided, however, in no event shall the number of Parking Spaces be reduced to less than two hundred and twenty-five (225). Hotel Associates shall have the right to require all Authorized Parkers to use automated parking passes issued by Hotel Associates (the "Parking Passes"). JMA shall pay Hotel Associates the sum of \$10.00 for each Parking Pass which must be replaced by Hotel Associates. In no event shall the number of "active" Parking Passes outstanding (issued) at any time exceed two hundred and twenty-five (225).

2. JMA shall be responsible for insuring that the Authorized Parkers park only in such Parking Spaces as are designated by Hotel Associates from time to time. JMA shall, if requested by Hotel Associates, furnish Hotel Associates with state automobile license or registration numbers assigned to the cars of each of such Authorized Parkers within ten (10) days after Hotel Associates' request for same and shall thereafter notify Hotel Associates of any changes within five (5) days after such changes occur. If any such Authorized Parkers shall fail to park their cars in the designated Parking Spaces, then, without limiting any other remedy which Hotel Associates may have in the event of JMA's default, Hotel Associates, after giving notice to


19. This Easement Agreement shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument as of the day and year set forth above.

HOTEL ASSOCIATES, LLC

By: 
Joseph DiBattista, President

JESSE METCALF ASSOCIATES, LLC

By: 
Matthew T. Marcello, III
Vice President of Jesse
Metcalf Associates, LLC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Joseph DiBattista, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Hotel Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his

Footnote 87

Id. at 148–54.

EXHIBIT A

SCHEDULE OF PARCELS OF REAL ESTATE

OWNED BY

HOTEL ASSOCIATES, LLC

(THE "LAND")

1. Parcel A: That certain approximately 50,165 square foot parcel of vacant land located on the westerly side of Stewart Street, southerly side of Conduit Street and easterly side of Summer Street in Providence, Rhode Island designated as A.P. 24, Lot 640 (formerly designated as A.P. 24, Lots 42, 44, 98, 99 and 257) more particularly described in Exhibit A-1 attached hereto.
2. Parcel B: That certain approximately 50,565 square foot parcel of land located on the easterly side of Stewart Street and the northerly side of Pine Street in Providence, Rhode Island designated as A.P. 24 Lot 636, exclusive of portion thereof lying within Parcel C, (formerly designated as A.P. 24, Lots 11, 192, 194, 198, 205, 206, 207, 208 and a portion of 204) more particularly described in Exhibit A-2 attached hereto.
3. Parcel D: That certain approximately 17,012 square foot parcel of land located on the easterly side of Stewart Street and the southerly side of Pine Street (across from Parcel C) designated as A.P. 24 Lot 637 (formerly designated as A.P. 24, Lots 225, 227 & 600) more particularly described in Exhibit A-3 attached hereto.

EXHIBIT A-1

PARCEL A

That certain tract or parcel of land situate on Summer Street, on Conduit Street and on Stewart Street in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the point of intersection of the southerly line of Conduit Street with the westerly line of Stewart Street and running thence southerly bounding easterly on said Stewart Street a distance of one hundred fifty-eight and 25/100 (158.25) feet to Warners Lane, so-called; thence turning and running westerly bounding southerly on said Warners Lane one hundred sixty-four and 78/100 (164.78) feet to the westerly line of Dallas Alley, so-called; thence turning and running southerly bounding easterly on Dallas Alley a distance of six (6) feet to land now or formerly of Edward A. Tomolillo and Maryann Tomolillo thence turning and running westerly bounding southerly on said last named land a distance of one hundred fifty-three and 07/100 (153.07) feet to Summer Street; thence turning and running northerly bounding westerly on said Summer Street a distance of one hundred sixty and 27/100 (160.27) feet to Conduit Street; thence turning and running easterly bounding northerly on said Conduit Street a distance of three hundred twenty-one and 30/100 (321.30) feet to said Stewart Street and the point and place of beginning.

The above Parcel A is also sometimes referred to as the "Stewart Street Lot".

BK3301 PG150

EXHIBIT A-2

PARCEL B

Beginning at a point, said point being a point in the Northeasterly line of Stewart St. 68.81 ft. from the Northeasterly corner of Stewart and Pine St.s.

Thence running in a Northwesterly direction along the Northeasterly line of Stewart St. a distance of 24.10 ft. to a point of angle in Stewart St.

Thence turning an interior angle of 154-20-40 and continuing to run in along the Northeasterly line of Stewart St. a distance of 138.09 ft. to a point, said point being the Southwesterly corner of Lot 197 on Providence A.P. 24 N/F owned by Greater Providence Y.M.C.A.

Thence turning an interior angle of 95-10-22 and running in a Easterly direction a distance of 118.86 ft. to a point.

Thence turning an interior angle of 179-43-12 and continuing to run in a Easterly direction a distance of 80.10 ft. to a point, said point being the Southeasterly corner of Lot 195 on the above mentioned Providence A.P. 24.

Thence turning an interior angle of 267-08-56 and running in a Northerly direction a distance of 43.53 ft. to a point, said point being the Southwesterly corner of Lot 193 on the above mentioned Providence A.P. 24. The last three courses bounded by land N/F owned by Greater Providence Y.M.C.A.

Thence turning an interior angle of 90-00-00 and running in a Easterly direction a distance of 38.00 ft. to a point.

Thence turning an interior angle of 270-00-00 and running in a Northerly direction a distance of 37.50 ft. to a point, said point being a point in the Southerly line of Conduit St. at the Northeasterly corner of Lot 193 on Providence A.P. 24. The last two courses bounded by land N/F owned by Ting G. Chin and wf. Jean H.

Thence turning an interior angle of 90-00-00 and running in a Easterly direction bounded Northerly by the Southerly line of Conduit St. a distance of 62.58 ft. to a point, said point being the Northeasterly corner of Lot 192 on the above mentioned Providence A.P. 24 at its intersection with Seekell St.

Thence turning an interior angle of 88-38-00 and running in a Southerly direction bounded Easterly by Seekell St. and the abandoned portion of Seekell St. now used for a State of Rhode Island Service Road a distance of 115.74 ft. to a point of angle in said abandoned portion of Seekell St.

Thence turning an interior angle of 205-38-50 and continuing to run in a southerly direction along the abandoned portion of Seekell St. a distance of 76.73 ft. to a point, said point being the former Northwesterly corner of Seekell and Pine St.s.

Thence turning an interior angle of 89-17-00 and running in a Southwesterly direction along the Northerly line of Pine St. a distance of 177.66 ft. to a point, said point being a point of 145.00 ft. from the Northeasterly corner of Pine and Stewart St.s.

Thence turning an interior angle of 90-00-00 and running in a Northerly direction a distance of 63.81 ft. to a point.

Thence turning an interior angle of 268-01-31 and running in a Westerly direction a distance of 145.15 ft. to the point and place of beginning.

This last line together with the first line herein described form an interior angle of 92-01-29.

The above described parcel is further described as being Lots 11, 192, 194, 198, 205, 206, 207 & 208 in their entirety and a portion of Lot 204 on the above mentioned Providence A.P. 24.

The above described parcel contains 50,565.95 sq. ft.

EXHIBIT A-3

PARCEL D

That certain parcel of land with all buildings and improvements thereon situated on the northeasterly side of Stewart Street and the southeasterly side of Pine Street in the City of Providence, County of Providence, State of Rhode Island is bounded and described as follows:

Beginning at a point at the most westerly corner of the herein described parcel of land, said point of beginning is further described as being the intersection of the northeasterly line of Stewart Street and the southeasterly line of Pine Street, thence proceeding northeasterly along the southeasterly line of said Pine Street a distance of one hundred thirty eight and 05/100 feet (138.05') to a point;

thence turning an interior angle of ninety degrees, one minute and twenty six seconds and running southeasterly bounded northeasterly by land now or formerly of J and J Realty a distance of ninety five and 29/100 feet (95.29') to a point;

thence turning an interior angle of eighty nine degrees, fifty eight minutes and thirty four seconds and running southwesterly a distance of forty eight and 33/100 feet (48.33') to a point;

thence turning an interior angle of two hundred sixty nine degrees, fifty five minutes and thirty two seconds and running southeasterly a distance of two and 54/100 feet (2.54') to a point;

thence turning an interior angle of ninety degrees, ten minutes and one second and running southeasterly a distance of twenty three and 10/100 feet (23.10') to a point;

thence turning an interior angle of two hundred sixty nine degrees, fifty five minutes and three seconds and running southeasterly a distance of forty one and 38/100 feet (41.38') to a point;

thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of two and 00/100 feet (2.00') to a point;

thence turning an interior angle of two hundred seventy degrees, no minutes and no seconds and running southeasterly a distance of nine and 50/100 feet (9.50') to a point;

thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of fifteen and 00/100 feet (15.00') to a point;

thence turning an interior angle of two hundred seventy degrees, no minutes and no seconds and running southeasterly a distance of five and 10/100 feet (5.10') to a point;

thence turning an interior angle of ninety degrees, no minutes and no seconds and running southwesterly a distance of forty nine and 64/100 feet (49.64') to a point in the northeasterly line of said Stewart Street, the last nine courses are bounded southeasterly, northeasterly, southeasterly, northeasterly, southeasterly, northeasterly, southeasterly, northeasterly and southeasterly by land now or formerly of Linda S. Presbrey;

thence turning an interior angle of ninety degrees, no minutes and no seconds and running northwesterly in the northeasterly line of said Stewart Street a distance of one hundred fifty three and 86/100 feet (153.86') to the point and place of beginning, this last mentioned course forming an interior angle of eighty nine degrees, fifty nine minutes and twenty five seconds with the first mentioned course.

The above described parcel contained approximately 17,012 square feet of land.

EXHIBIT B

Land of Jesse Metcalf Associates, LLC

(The "144-150 Property")

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the southwesterly side of Page Street, the southeasterly side of Pine Street, the northeasterly side of Richmond Street, and the northwesterly side of Friendship Street, in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point at the intersection of the southeasterly line of Pine Street with the southwesterly line of Page Street, said point of beginning being the most northerly corner of the within described parcel; thence running southeasterly bounding northeasterly on Page Street a distance of one hundred ninety-two and 14/100 (192.14) feet to Friendship Street; thence turning and running southwesterly bounding southeasterly on Friendship Street a distance of two hundred twenty-four and 90/100 (224.90) feet to Richmond Street; thence turning and running northwesterly bounding southwesterly on Richmond Street a distance of one hundred ninety and 70/100 (190.70) feet to Pine Street; thence turning and running northeasterly bounding northwesterly on Pine Street a distance of one hundred ninety-nine and 2/100 (199.02) feet to Page Street and the point and place of beginning.

Reference is hereby made to that certain plan entitled "Survey Plan of Land of J.I. Manufacturing Co. Providence, Rhode Island Prepared For: PINE STREET REALTY TRUST, prepared by Scituate Surveys Inc. Land Surveyors/Planners, Scale: 1"=20', Dated: May 11, 1988 and revised through 4/5/89."

After recording, please
return to:
Matthew T. Marcello, III, Esq.
Hinckley, Allen & Snyder
1500 Fleet Center
Providence, RI 02903

Received in Payment of \$11,000.00 4 min A

MAR 28 1996

MAR 29 1996

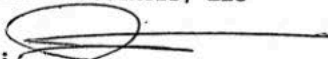
Footnote 88

Id. at 146–47.


19. This Easement Agreement shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument as of the day and year set forth above.

HOTEL ASSOCIATES, LLC

By: 
Joseph DiBattista, President

JESSE METCALF ASSOCIATES, LLC

By: 
Matthew T. Marcello, III
Vice President of Jesse
Metcalf Associates, LLC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Joseph DiBattista, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Hotel Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his

free act and deed in his capacity as aforesaid, and the free act and deed of Hotel Associates, LLC.

Deborah M. Marple
Notary Public

My Commission Expires:

DEBORAH M. MARPLE, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 24, 1997

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Matthew T. Marcello, III, Vice President of Jesse Metcalf Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Jesse Metcalf Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Jesse Metcalf Associates, LLC.

Deborah M. Marple
Notary Public

My Commission Expires:

DEBORAH M. MARPLE, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 24, 1997

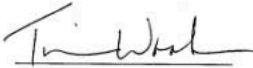
Footnote 89

These transactions include the transfer of a \$1.5 million promissory note from Hotel Associates Realty Trust to Hotel Associates, LLC via intermediary Virginia corporations and Delaware partnerships, the termination of mortgages and easements linking Marcello companies with companies involved in the DiPrete scandal, and property transfers from old Marcello companies to new ones, all in a several month span. See, e.g., City of Providence, R.I., Land Books 3303, 288–300 (April 1996 promissory note transfer via Delaware partnership and Virginia corporation); 3303, 302–05 (April 1996 temporary termination of parking easements and leases on Crossroads parcels for the benefit of building at center of bribery scandal); 3351, 214 (June 1996 termination of mortgage linking Pine Street Realty Associates, LP and Hotel Associates Realty Trust); 3301, 125–26 (March 1996 mortgage assignment from Hotel Associates Realty Trust to Marcello-linked Jesse Metcalf Associates, LLC); 3301, 134–35 (same-day discharge of mortgage); 3074, 177 (January 1995 transfer of property from Hotel Associates Realty Trust to newly-formed Hotel Associates, LLC); see also Breton, *supra* note 83.

JER WHTR SERVICES, INC.
CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. Denise McLaurin is the Assistant Secretary of JER WHTR Services, Inc., a Virginia corporation (the "Company"), and she is authorized to deliver this Certificate on the Company's behalf.
2. Attached as Exhibit "A" to this Certificate is a true copy of resolutions duly adopted by the Board of Directors as of October 3, 1994 by Unanimous Written Consent in Lieu of Special Meeting. Such resolutions are in full force and effect and are unmodified on the date of this certificate.
3. Attached as Exhibit "B" to this Certificate is a true copy of resolutions duly adopted by the Board of Directors as of November 20, 1995 by Unanimous Written Consent in Lieu of Special Meeting. Such resolutions are in full force and effect and are unmodified on the date of this certificate.
4. Attached as Exhibit "C" to this Certificate is a true copy of the Certificate of Merger of WHBB Real Estate Limited Partnership with and into WHTR Real Estate Limited Partnership.
5. Certain of the duly elected officers of the Company, and their true signatures, appear below:

<u>Officer</u>	<u>Office</u>	<u>Signature</u>
Timm Wooten	Vice President and Asst. Secretary <i>ff.</i>	

Dated: As of March 27, 1996

JER WHTR SERVICES, INC.

By: 
Denise McLaurin
Assistant Secretary

EXHIBIT BASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents is made by WHTR Real Estate Limited Partnership, a Delaware limited partnership with a place of business in c/o JE Robert Companies, 1650 Tysons Boulevard, 4th Floor, McLean, Virginia, 22102 ("Assignor") to Hotel Associates LLC, a Rhode Island limited liability company with its principal office at c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby absolutely grant, bargain, sell, transfer, assign, set over and convey to Assignee all of the following documents each of which are owned by Assignor:

- (i) That certain \$1,450,000.00 Secured Promissory Note dated December 7, 1989 from the Trustees of Hotel Associates Realty Trust ("Hart") to Rhode Island Hospital Trust National Bank ("Hospital Trust"), as subsequently assigned to Assignor (the "Note"); and
- (ii) That certain Mortgage given by Hart to Hospital Trust dated December 7, 1989 and recorded with the Providence Records of Land Evidence (the "Registry") and Book 2150, Page 148, as subsequently assigned to Assignor; and
- (iii) That certain Security Agreement dated December 7, 1989 granted by Hart to Hospital Trust, as subsequently assigned to Assignor, and all UCC-1 financing statements filed with the Registry or the Rhode Island Secretary of State in connection with said Mortgage and/or said Security Agreement; and
- (iv) That certain Collateral Assignment of Leases, Rents and Easement Fees dated December 7, 1989, granted by Hart to Hospital trust and recorded with the Registry and Book 2150, Page 180; and
- (v) All other "Loan Documents" and the "Loan" evidenced and/or secured thereby, as such terms are defined in that certain Purchase Agreement by and between

BK3303PG300

Assignor and Assignee dated March 29, 1996 (the "Purchase Agreement") and all money due and to become due thereunder or with respect thereto of every type and nature.

To have and to hold all of the above unto the Assignee, its successors and assigns forever. This Assignment is without recourse to the Assignor and without representation or warranty of the Assignor except as set forth in the Purchase Agreement.

WHTR REAL ESTATE LIMITED
PARTNERSHIP,

BY:

JER WHTR Services, Inc.,
its General Partner,

Witness—

Kim Tesone
Kim Tesone

By:

Timm Wooten
Timm Wooten, Its Vice President

STATE OF VIRGINIA

County of Fairfax, ss.

March 27, 1996

The foregoing instrument was acknowledged before me this 27th day of March 1996, by Timm Wooten, in his capacity as the Vice President of JER WHTR Services, Inc., a Virginia corporation, the Managing General Partner of WHTR Real Estate Limited Partnership, a Delaware limited partnership.

Glenn W. Wells
Notary Public

My Commission Expires: 2/28/98

[SEAL]



APR 1 - 1996

Provision is made as 3 stock 22 in
Provision of Part 2

TERMINATION OF EASEMENT AGREEMENTS

This TERMINATION OF EASEMENT AGREEMENTS is made and entered into on this 28th day of March, 1996, by and between Hotel Associates LLC, with an address of c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island, 02888 ("Hotel Associates") and Jesse Metcalf Associates, LLC with an address of c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island 02888 ("JMA").

WITNESSETH

WHEREAS, pursuant to the terms of that certain Easement Agreement between the Trustees of Hotel Associates Realty Trust ("HART") and the Trustees of Pine Street Realty Trust ("PSRA") dated May 10, 1989 and recorded with the Records of Land Evidence in the City of Providence, Rhode Island (the "Registry") in Book 2031, Page 255, as amended by that certain Amendment to Easement Agreement between HART and PSRA dated November 1, 1989 and recorded with the Registry in Book 2139, Page 198 ("Easement Agreement #1"), PSRA was granted the right and easement to park the therein designated number of vehicles on the therein described land owned by HART located on Summer, Stewart and Conduit Streets in Providence, Rhode Island (the "HART Land"); and

WHEREAS, pursuant to the terms of that certain Easement Agreement between J and J Realty ("J and J") and PSRA dated May 10, 1989 and recorded with the Registry in Book 2031, Page 231, as amended by that certain Amendment to Easement Agreement between J and J and PSRA dated November 1, 1989 and recorded with the Registry in Book 2139, Page 193 ("Easement Agreement #2"), PSRA was granted the right and easement to park the therein designated number of vehicles on the therein described land owned by J and J located on Stewart and Pine Streets in Providence, Rhode Island (the "J and J Land"); and

WHEREAS, Easement Agreement #1 and Easement Agreement #2 were for the benefit of PSRA and its successors in title to the therein described property owned by PSRA located on Page, Richmond, Pine and Friendship Streets in Providence, Rhode Island, and known as and numbered 144-150 Pine Street, Providence, Rhode Island (the "144-150 Property"); and

WHEREAS, Hotel Associates is the owner of and successor in title to the HART Land and the J and J Land; and

WHEREAS, JMA is the owner of and successor in title to the 144-150 Property; and

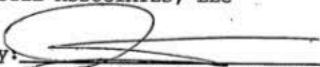
WHEREAS, Hotel Associates and JMA have agreed to terminate both Easement Agreement #1 and Easement Agreement #2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Hotel Associates and JMA that


Easement Agreement #1 and Easement Agreement #2 and all of their respective rights thereunder are hereby terminated and discharged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year set forth above.

HOTEL ASSOCIATES, LLC

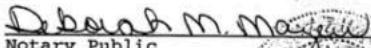
By: 
Joseph DiBattista, President

JESSE METCALF ASSOCIATES, LLC

By: 
Matthew T. Marcello, III
Vice President of Jesse Metcalf Associates, LLC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Joseph DiBattista, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Hotel Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Hotel Associates, LLC.


Notary Public
My Commission Expires:

DEBORAH M. MORITZ, Notary Public
State of Rhode Island and Providence Plantings
My Commission Expires June 26, 1998



BK3303PG305

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Matthew T. Marcello, III, Vice President of Jesse Metcalf Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Jesse Metcalf Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Jesse Metcalf Associates, LLC.

Deborah M. Mazur
Notary Public
My Commission Expires:

DEBORAH M. MAZUR, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 24, 1997

After recording, please
return to:
Matthew T. Marcello, III, Esq.
Hinckley, Allen & Snyder
1500 Fleet Center
Providence, RI 02903

APR 1 - 1996


Received for record at 3 o'clock 24 min P by
Prothonotary of District

DISCHARGE OF MORTGAGE


The undersigned being the owner and holder of that certain mortgage made by Pine Street Realty Associates LP to Joseph DiBattista and Matthew T. Marcello, III, Trustees of Hotel Associates Realty Trust, recorded December 13, 1991 in Book 2489 at Page 214 in the Land Evidence Records of the City of Providence, County of Providence, State of Rhode Island, do hereby acknowledge receipt of full payment and satisfaction of the same, and in consideration thereof, do hereby cancel, release and discharge said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of June, 1996.


Witness


Joseph DiBattista, Trustee of
Hotel Associates Realty Trust


Witness


Matthew T. Marcello, III, Trustee
of Hotel Associates Realty Trust

JUN 20 1996

Received for Record at 10 o'clock 52 min 17 sec
Recorder of Deeds

ASSIGNMENT OF (1) MORTGAGE AND NOTE(S)
(2) ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF (1) MORTGAGE AND NOTE(S) (2) ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and entered into as of the 25th day of October, 1995, from Wilmington Trust Company, as Trustee for RTC Mortgage Trust 1994N-3/S, a Delaware business trust, with its business located at 1400 Frost Bank Plaza, 816 Congress Avenue, Austin, Texas 78701 (the "ASSIGNOR"), to Jesse Metcalf Associates, L.L.C., a Rhode Island limited liability company, having an office at Suite 202, 422 Post Road, Warwick, Rhode Island 02888 (the "ASSIGNEE").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the ASSIGNEE, its successors, transferees, and assigns forever, in trust, all of the rights, title and interest of said ASSIGNOR in and to the following documents:

Equity Mortgage Deed, duly recorded in Providence, Land Evidence Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 **Page:** 049

Assignment of Rents and Leases, duly recorded in Providence, Land Records, as follows:

Mortgagor or Trustor: Joseph DiBattista and Matthew T. Marcello, III, as Trustees of Hotel Associates Realty Trust dated as of January 4, 1988 and not individually, with an address at c/o Matthew T. Marcello, III, 1500 Fleet Center, Providence, Rhode Island 02903

Document Date: March 5, 1991

Date Recorded: March 15, 1991

Book: 2372 **Page:** 067

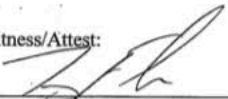
Together with any and all notes, guaranties, security agreements and other loan documents and assignments relating to the obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

By that certain Assignment of (1) Mortgage and Note(s) (2) Assignment of Rents and Leases dated December 19, 1994, filed for record in Providence Land Evidence Records in Book 3118, Page 120, Resolution Trust Corporation as conservator or receiver for Old Stone Bank, a Federal Savings Bank and joining as conservator or receiver of Old Stone Federal Savings Bank transferred and assigned the above described Mortgage Deed and Assignment of Leases and Rents to ASSIGNOR.

This Assignment is made without recourse, representation or warranty of any kind.

Wilmington Trust Company, as Trustee of
RTC Mortgage Trust 1994N-3/S, a
Delaware business trust

Witness/Attest:



By: Ontra, Inc., a Texas corporation, as
Attorney-in-Fact

By: 
Name: CATHY VANO
Title: VP

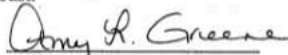
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 25th, 1995 by Cathy Diana, Executive Vice President of Ontra, Inc., the Attorney-in-Fact for Wilmington Trust Company, the Trustee for RTC Mortgage Trust 1994N-3/S, a Delaware business trust, on behalf of said trust.

My commission expires:

1-21-97


Notary Public - State of Texas
Notary's name (printed):

Amy L. Greene



DISCHARGE OF SECURITY DOCUMENTS

Jesse Metcalf Associates, LLC, a Rhode Island limited liability company having an address of c/o Hallmark Properties, Suite 202, 422 Post Road, Warwick, Rhode Island 02888 (hereinafter referred to as "Mortgagee") is the holder of the following documents:

1. That certain of Mortgage Deed from the Trustees of Hotel Associates Realty Trust ("HART") to Old Stone Bank ("Old Stone") dated March 5, 1991 and recorded in the Providence, RI, Records of Land Evidence (the "Registry") in Book 2372, Page 49; and
2. That certain Assignment of Rents and Leases granted by HART to Old Stone Bank dated March 5, 1991 and recorded in the Registry in Book 2372, Page 67;

which above described documents are collectively referred to as the "Security Documents".

Pursuant to that certain Assignment of (1) Mortgage and Note(s) (2) Assignment of Rents and Leases dated November 19, 1994 and recorded in the Registry in Book 3118, Page 120, the Security Documents were transferred and assigned to Wilmington Trust Company, as Trustee for RTC Mortgage Trust 1994N-3/S ("Wilmington"). Pursuant to that certain Assignment of (1) Mortgage and Note(s) (2) Assignment of Rents and Leases dated October 25, 1995 and recorded in the Registry prior hereto, the Security Documents were assigned to Mortgagee.

NOW THEREFORE, for consideration paid, Mortgagee does hereby cancel and discharge the Security Documents.

IN WITNESS WHEREOF, Jesse Metcalf Associates, LLC has caused this Discharge to be executed by its proper officer, hereunto duly authorized, this 29 day of March, 1996.

JESSE METCALF ASSOCIATES, LLC

By: 

Joseph DiBattista, President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 29th day of March, 1996, before me personally appeared Joseph DiBattista, President of Jesse Metcalf Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Jesse Metcalf Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Jesse Metcalf Associates, LLC.

Deborah M. Phelan
Notary Public
My Commission Expires _____

NOTARY PUBLIC, STATE OF RHODE ISLAND
State of Rhode Island and Providence
Plants, Commission Expires 03/27/1999

After recording, please
return to:
Matthew T. Marcello, III, Esq.
Hinckley, Allen & Snyder
1500 Fleet Center
Providence, RI 02903

MAR 29 1996

Received for Record at 11 o'clock 3 min A M

Notary Public
Matthew T. Marcello, III, Esq.

Document Info

Doc Description: Q DEED

Document #: 199577222875

[Prev](#)

[Next](#)

Book / Page: LAND 3074 / 177

[Prev](#)

[Next](#)

Recorded Date: 01/03/1995 11:16:00 AM

Document Status: Recorded and Verified document

Remarks: Vol- 3074 Page- 177

Property Info

Property:

Property Desc: STEWART ST, PINE ST & CONDUIT STS
SUMMER ST

Names

Grantor:

DIBATTISTA
HOTEL ASSOCIATES REALTY TR UNDER DEC DATED 01/04/88 TR
MARCELLO
RICCI

Grantee:

HOTEL ASSOCIATES LLC

Footnote 90

City of Providence, R.I., Land Book 7701, 84–101.

PARKING LEASE/EASEMENT AGREEMENT

BETWEEN

**HOTEL ASSOCIATES, LLC
&
JESSE METCALF ASSOCIATES, LLC**

This PARKING LEASE/EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of November, 2005, by and between Hotel Associates, LLC, a Rhode Island limited liability company having an office at c/o Hallmark Properties, 40 Fountain Street, Providence, Rhode Island, 02903 ("Lessor") and Jesse Metcalf Associates, LLC, a Rhode Island limited liability company having an office at c/o Hallmark Properties, 40 Fountain Street, Providence, Rhode Island, 02903 ("Lessee").

WITNESSETH

WHEREAS, Lessor is the owner of two (2) certain parcels of land located on Stewart Street and Pine Street, in Providence, Rhode Island and more particularly described as "Lot A" and "Lot C" in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Land"); and

WHEREAS, Lessee is the owner of certain real property known as and numbered 144-150 Pine Street/101 Richmond Street, Providence, Rhode Island (the "144-150 Property") consisting of the parcel of land located on and bounded by Page, Richmond, Pine and Friendship Streets which is more particularly described on Exhibit B attached hereto and incorporated herein by reference and the five-story building located thereon known as the "Jesse Metcalf Building"; and

WHEREAS, Lessee desires to provide additional parking for tenants in said Jesse Metcalf Building (the "Building Tenants"), specifically including the Tenant under that certain Lease between Lessee, as "Landlord", and the State of Rhode Island and

Providence Plantations acting by and through the Rhode Island Department of Administration (the State"), as "Tenant", dated November 14, 1995, as amended by (i) First Amendment of Lease dated June 10, 1996, (ii) Second Amendment of Lease dated February 3, 1997, (iii) Third Amendment of Lease dated March 13, 2000, (iv) Fourth Amendment of Lease dated April 5, 2000, (v) Fifth Amendment of Lease dated December 1, 2000,, (vi) Sixth Amendment of Lease dated November 20, 2001 ("Sixth Amendment"), and (vii) Seventh Amendment of Lease dated August 16, 2005 ("Seventh Amendment"); which Lease, as so amended, is hereinafter referred to as the "State Lease"; and

WHEREAS, Lessor desires to create an easement, for the parking of up to two hundred and fifty (250) automobiles on the Land, in favor of Lessee and its successors in title to the 144-150 Property;

NOW, THEREFORE, in consideration of the sums herein reserved and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Lessor does hereby lease and grant to Lessee for the benefit of Lessee and such Building Tenants as Lessee shall from time to time designate (the "Authorized Parkers"), subject to termination as herein reserved, the right and easement to use for parking purposes, such two hundred and fifty (250) unassigned parking spaces (the "Parking Spaces") located on the Land as Lessor may from time to time designate. Lessor reserves the right to relocate and change, from time to time, such Parking Spaces to one or more other parcel(s) of land; provided that such alternative parking areas are located not more than 5/10 of one mile from the 144-150 Property. In such event, Lessor and Lessee shall execute an amendment to this Agreement releasing the affected portions of the Land and adding such alternate parcel(s) of land as part of the "Land". In addition, Lessor reserves the right to alter, relocate, and change, from time

(b) As set forth in the Sixth Amendment of the State Lease, it was agreed that as of March 1, 2001 the FMV was \$80.00. Notwithstanding the fact that the actual FMV has increased since such date, Lessor and Lessee have agreed to leave such \$80.00 amount in effect for the one Lease Year period ending November 30, 2006. For each Lease Year thereafter, the FMV (and the Parking Rent) shall be adjusted as provided in Section 5 below. As a result of the above (and by way of example), during the one Lease Year period commencing December 1, 2005 and ending November 30, 2006, Lessee will pay to Lessor a monthly Parking Rent in the amount of \$11,462.00 per month; which amount is equal to the sum of:

- (1) \$ 3,750.00 – the Base Rent; plus
- (2) \$ 1,837.00 – (17.5% multiplied by 175 multiplied by \$80.00 multiplied by 75%); plus
- (3) \$ 3,525.00 – (117.5% multiplied by 50 multiplied by \$80.00 multiplied by 75%); plus
- (4) \$ 2,350.00 – (117.5% multiplied by 25 multiplied by \$80.00).
- (5) \$ 11,462.00 – Total monthly Parking Rent

5. Adjustments to FMV & Parking Rent.

(i) Prior to the commencement of the Lease Year commencing December 1, 2006 and prior to the commencement of each Lease Year thereafter, Lessor shall notify Lessee of Lessor's determination of the then FMV and the resulting Parking Rent which shall be payable by Lessee during the respective following Lease Year. In the event that Lessee reasonably believes that the FMV determined by Lessor is incorrect, Lessee shall be entitled to contest such determination by written notice to Lessor, given within 30 days after Lessee's receipt of such notice from Lessor, and in accordance with the Appraisal Provisions set forth in subsection (ii) below. If Lessee fails to contest the amount of FMV as aforesaid, the FMV and the Parking Rent shall be as so determined by Lessor.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 18th day of November, 2005, before me personally appeared Joseph DiBattista, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Hotel Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Hotel Associates, LLC.

Lori A. Brien
Notary Public Lori A. Brien
My Commission Expires: 2-12-08

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 18th day of November, 2005, before me personally appeared Matthew T. Marcello, III, Vice President of Jesse Metcalf Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Jesse Metcalf Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Jesse Metcalf Associates, LLC.

Lori A. Brien
Notary Public Lori A. Brien
My Commission Expires: 2-12-08

Footnote 91

101 Friendship St, Providence, RI, GOOGLE ST. VIEW, <https://perma.cc/K7CD-3HCV>; *Contact us*, DEPT. OF CHILD., YOUTH, & FAMS., <https://perma.cc/2439-T7B3>. While the building currently uses the 101 Friendship address, it is taxed as 140 Pine. *Compare* 140 Pine St, City of Providence, R.I., Tax Assessment Records, <https://perma.cc/6VDR-VBBX>, *with* City of Providence, R.I., Land Book, *supra* note 90, at 100, *and* City of Providence, R.I., Tax Plat 020 Lot 378, <https://perma.cc/86RW-SJKF>.

[Home](#)[Search](#)[Print](#)[Previous](#)[Next](#)

Disclaimer: This information is for tax assessing purposes and is not warranted

Parcel Identification		Assessment	
Map/Lot	20-378	Land	\$2,100,000
Account	12607	Building	\$7,687,600
State Code	06 - Commercial II	Card Total	\$9,787,600
Card	1/1	Parcel Total	\$9,787,600
User Account	02003780000		

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2024	\$1,400,000	\$7,660,800	\$28,800	\$9,089,600
2023	\$1,400,000	\$7,660,800	\$28,800	\$9,089,600
2022	\$1,400,000	\$7,660,800	\$28,800	\$9,089,600
2021	\$1,093,100	\$8,420,100	\$15,500	\$9,528,700

Location and Owner

Location	140 PINE ST
Owner	Provident Property LLC
Owner2	
Owner3	
Address	1345 Avenue of the Americas St 21Fl
Address2	
Address3	New York NY 10105

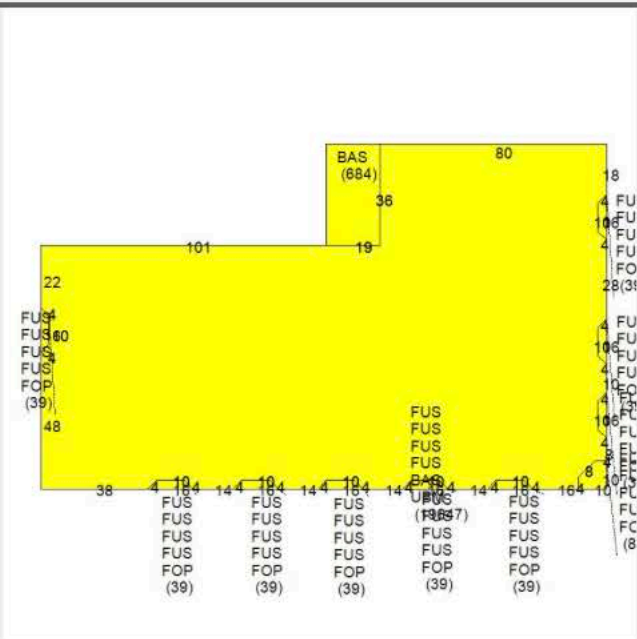
Building Information

Design	Office Bldg Base
Year Built	1898
Heat	Steam
Fireplaces	0
Rooms	0
Bedrooms	0
Bathrooms	
Above Grade Living Area	100,651 SF

Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
02/08/2006	\$17,000	7861-112	Q DEED

[Click To Open Google Maps](#)



Building Sub Areas

Sub Area	Net Area
Basement	19,647 SF
Finished Upper Story	80,320 SF
First Floor	20,331 SF
Open Porch	433 SF

Land Information

Land Area	40,421 SF
Zoning	D-1-120
View	-
Neighborhood	2020

Yard Item(s)

Description	Quantity	Size	Year
Elevator (Freight Per Stop)	1	3	1991
Elevator (Passenger Per Stop)	1	5	1991

EXHIBIT B

Land of Jesse Metcalf Associates, LLC

(The "144-150 Property")

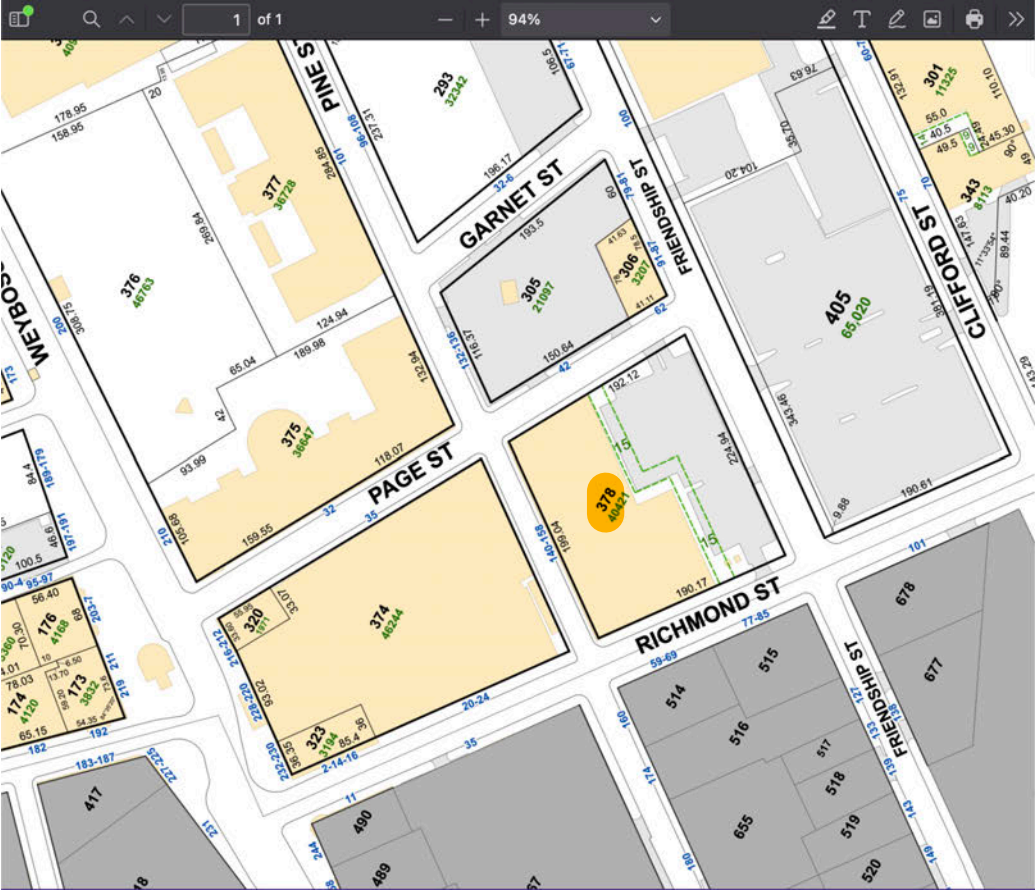
That certain tract or parcel of land with all the buildings and improvements thereon, situated on the southwesterly side of Page Street, the southeasterly side of Pine Street, the northeasterly side of Richmond Street, and the northwesterly side of Friendship Street, in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point at the intersection of the southeasterly line of Pine Street with the southwesterly line of Page Street, said point of beginning being the most northerly corner of the within described parcel; thence running southeasterly bounding northeasterly on Page Street a distance of one hundred ninety-two and 14/100 (192.14) feet to Friendship Street; thence turning and running southwesterly bounding southeasterly on Friendship Street a distance of two hundred twenty-four and 90/100 (224.90) feet to Richmond Street; thence turning and running northwesterly bounding southwesterly on Richmond Street a distance of one hundred ninety and 70/100 (190.70) feet to Pine Street; thence turning and running northeasterly bounding northwesterly on Pine Street a distance of one hundred ninety-nine and 2/100 (199.02) feet to Page Street and the point and place of beginning.

Reference is hereby made to that certain plan entitled "Survey Plan of Land of J.I. Manufacturing Co. Providence, Rhode Island Prepared For: PINE STREET REALTY TRUST, prepared by Scituate Surveys Inc. Land Surveyors/Planners, Scale: 1"=20', Dated: May 11, 1988 and revised through 4/5/89."

RECEIVED:

Providence
Received for Record
Nov 18, 2005 at 11:47:00A
Document Num: 00115841
Barbara Troncy
Recorder of Deeds



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[Browse Archive](#) > [GIS Maps \(Geographic Information Maps of Providence\)](#) > [TAX MAPS 2023](#) > [Tax Plat 020](#)

Tax Plat 020

Publication date: 28 March 2024

[File metadata](#)

Footnote 92

City of Providence, R.I., Land Book 12488, 145–48.

TERMINATION OF PARKING LEASE AND EASEMENT

THIS **TERMINATION OF PARKING LEASE AND EASEMENT** (this "**Agreement**") is made and entered as of September 18, 2019 (the "**Effective Date**"), by and between HOTEL ASSOCIATES, LLC, a Rhode Island limited liability company having an office at c/o Hallmark Properties, 40 Fountain Street, Providence Rhode Island, 02903 (the "**Lessor**") and PROVIDENT PROPERTY LLC, a New York limited liability company having an office at c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, 21st Floor, New York, New York 10019 (the "**Lessee**").

RECITALS

WHEREAS, reference is made to that certain Parking Lease/Easement Agreement between Lessor and Jesse Metcalf Associates, LLC ("**JMA**") dated November 1, 2005 and recorded in the Providence Records of Land Evidence (the "**Records**") in Book 7701 at Page 84, as amended by First Amendment to Parking Lease/Easement Agreement between Lessor and JMA dated December 1, 2005 and recorded in the Records in Book 7751 at Page 131, as further amended by Second Amendment to Parking Lease/Easement Agreement between Lessor and JMA dated January 19, 2006 and recorded in the Records in Book 7824 at Page 116, all as assigned by JMA to Lessee by Assignment and Assumption of Leases dated February 8, 2006 and recorded in the Records in Book 7861 at Page 114 (collectively, as so amended and assigned, the "**Original Lease**").

WHEREAS, Lessor and Lessee amended and restated the Original Lease in its entirety pursuant to that certain Amended and Restated Parking Lease between Lessor and Lessee dated December 1, 2015, as evidenced by that certain Memorandum of Amended and Restated Parking Lease dated December 1, 2015 and recorded in the

IN WITNESS WHEREOF, each of the parties hereto caused their duly authorized representative to execute this Agreement effective as of the date first written hereinabove.

LESSOR:

HOTEL ASSOCIATES, LLC

By: 

Joseph DiBattista, President

LESSEE:

PROVIDENT PROPERTY LLC


By: 

Name: David M. Ledy
Title: Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 19 day of September, 2019, before me personally appeared Joseph DiBattista, President of Hotel Associates, LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Hotel Associates, LLC, and he acknowledged said instrument, by him executed, to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of Hotel Associates, LLC.

Matthew T. Marcello, III
Notary Public
Commission Expires: 2/14/22


Notary Public
My Commission Expires: 2/14/22

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York City, in said County and State, on the 17 day of September, 2019, before me personally appeared David M. Ledy, Vice President of Provident Property LLC, to me known and known by me to be the party executing the foregoing instrument for and on behalf of Provident Property LLC, and (s)he acknowledged said instrument, by him/her executed, to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Provident Property LLC.

Laura Chabaz
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CB527904
Qualified in New York County
Commission Expires July 20, 2023


Notary Public
My Commission Expires: 7-20-2019

Signature Page

Footnote 95

City of Providence, R.I., Land Book 11915, 18–20.

TAX \$ 3450
DATE 12-20-17
RECORDED
061152
RHODE ISLAND
REAL ESTATE CONVEYANCE

QUITCLAIM DEED

Hotel Associates, LLC, a Rhode Island limited liability company (the "Grantor") for consideration paid in the amount of Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) Dollars, grants to Providence Hospitality, LLC, having a mailing address of 51 Anderson Road, Cheektowaga, NY 14225, (the "Grantee"), with **QUITCLAIM COVENANTS:**

That certain lot or parcel of land, with all the buildings and improvements thereon, located in the City of Providence, County of Providence and State of Rhode Island, and more fully described on Exhibit A attached hereto and by this reference incorporated herein.

Subject to restrictions, easements, covenants and other matters of record, if any, to the extent the same are in force and effect.

The undersigned does hereby covenant that as to the interest of one of the two members of the limited liability company said member is a resident of the State of Rhode Island as evidenced by affidavit and no R.I.G.L. 44-30-71.3 withholding is required. A RI. 71.3 Remittance Form will be submitted to the Rhode Island Division of Taxation in order to obtain and record an Acknowledgement of Discharge of the withholding lien arising under R.I.G.L. §44-30-71.3 as to the other member of the limited liability company.

This transfer does not constitute a major portion of the assets of the Grantor in the State of Rhode Island.

[SIGNATURE CONTINUED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Hotel Associates, LLC, a Rhode Island limited liability company has caused this Quitclaim Deed to be executed as of this 20th day of December, 2017, by its proper officer duly authorized.

Hotel Associates, LLC

By: 
Matthew T. Marcello III, President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 19th day of December, 2017, before me personally appeared Matthew T. Marcello III, President of Hotel Associates, LLC, a Rhode Island limited liability company, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, or ☒ personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, in said capacity, and the free act and deed of Hotel Associates, LLC.

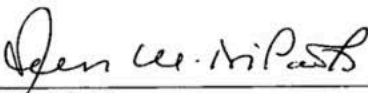

Notary Public
Printed Name: Susan M. DiPaolo
My Commission Expires: ~~Notary Public~~ Commission Expires: June 28, 2021

EXHIBIT A

That certain tract or parcel of land situated northeasterly of Stewart Street and northwesterly of Pine Street in the City of Providence, Providence County, State of Rhode Island and Providence Plantations, delineated as "Parcel B" on that plan entitled "Minor Subdivision Plan A.P. 24, Lot 654 Pine St., Stewart St., Conduit St. & Service Rd. No. 7 Providence, Rhode Island Project No. 01-200 Scale: 1"=20' Date: 03/02/17 Revised: 7/18/2017 & 8/15/2017 Prepared For: Hotel Associates, LLC 40 Fountain Street Providence, Rhode Island 02903 by Waterman Engineering Company 46 Sutton Avenue East Providence, RI, Richard S. Lipsitz, PLS #1837, which plan is recorded in the Land Evidence Records in the City of Providence on October 4, 2017 in Book 90, Page 100.

RECEIVED:

Providence
Received for Record
Dec 20, 2017 at 02:52P
Document Num: 00188538
John A Murphy
Recorder of Deeds

Footnote 96

City of Providence, R.I., Land Book 11915, 31–33. See *Grover v. Sattar*, No. 18-2402, 2019 WL 835686 (E.D.N.Y. Dec. 16, 2019) (discussion of Cedar Rock’s questionable real estate practices).

QUITCLAIM DEED

PROVIDENCE HOSPITALITY, LLC, a Rhode Island limited liability company (the "Grantor") for consideration paid in the amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars, grants to CEDAR ROCK, INC., a New York Corporation, with an office at 665 Peninsula Blvd, Woodmere, New York, (the "Grantee"), with **QUITCLAIM COVENANTS:**

That certain lot or parcel of land, with all the buildings and improvements thereon, located in the City of Providence, County of Providence and State of Rhode Island, and more fully described on **Exhibit A** attached hereto and by this reference incorporated herein.

Subject to restrictions, easements, covenants and other matters of record, if any, to the extent the same are in force and effect.

The undersigned does hereby covenant that as to the interest of one of the members of the seller limited liability company he is a resident of the State of Rhode Island as evidenced by affidavit and no R.I.G.L. 44-30-71.3 withholding is required. A RI. 71.3 Remittance Form will be submitted to the Rhode Island Division of Taxation in order to obtain and record Acknowledgements of Discharge of the withholding lien arising under R.I.G.L. §44-30-71.3 as to the five out of state members of the limited liability company.

IN WITNESS WHEREOF, Providence Hospitality, LLC, a Rhode Island limited liability company has caused this Quitclaim Deed to be executed as of this 20th day of December, 2017, by its member duly authorized.

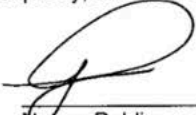
Providence Hospitality, LLC

By: 
Hardik Patel, Member

TAX: 6900
DATE: 12-20-17
RECORD: 
061153
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 20th day of December, 2017, before me personally appeared Hardik Patel, Member of Providence Hospitality, LLC, a Rhode Island limited liability company, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, or ☐ personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, in said capacity, and the free act and deed of Providence Hospitality, LLC.



Notary Public

Printed Name: Americo M. Scungio
My Commission Expires: 6/28/2021



EXHIBIT A

That certain tract or parcel of land situated northeasterly of Stewart Street and northwesterly of Pine Street in the City of Providence, Providence County, State of Rhode Island and Providence Plantations, delineated as "Parcel B" on that plan entitled "Minor Subdivision Plan A.P. 24, Lot 654 Pine St., Stewart St., Conduit St. & Service Rd. No. 7 Providence, Rhode Island Project No. 01-200 Scale: 1"=20' Date: 03/02/17 Revised: 7/18/2017 & 8/15/2017 Prepared For: Hotel Associates, LLC 40 Fountain Street Providence, Rhode Island 02903 by Waterman Engineering Company 46 Sutton Avenue East Providence, RI, Richard S. Lipsitz, PLS #1837, which plan is recorded in the Land Evidence Records in the City of Providence on October 4, 2017 in Book 90, Page 100.

RECEIVED:

Providence
Received for Record
Dec 20, 2017 at 02:55P
Document Num: 00188540
John A Murphy
Recorder of Deeds

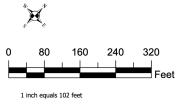
Footnote 97

City of Providence, R.I., Tax Plat 024, <https://perma.cc/YK7J-MJ57>.



This map was prepared for assessment purposes only. It is not for the appraisal, description, or conveyance of land. The City of Providence and its mapping contractors assume no legal responsibility for the information contained herein.

Legend	
Parcel Lines	Legend
Parcels	Easements
Boundaries	Edge of Pavement
Paper Streets	Hook
Water	Leader
Railroads	Misc
City Boundaries	Building Footprints
Inactive Parcel Lines	Parking Lots
	Water Bodies

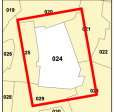


The City of Providence
RHODE ISLAND



Plat No. 024

Showing parcels of real estate as assessed Dec. 31, 2023



Footnote 98

City of Providence, R.I., Land Book 12322, 117.

City Plan Commission
Jorge O. Elorza, Mayor

March 11, 2019

Hotel Associates LLC
c/o Kerin Browning
Moses Ryan
160 Westminster Street, Ste 400
Providence, RI 02903

**Re: Notice of preliminary plan extension for Major Land Development Project 16-048 MA
at 371 Pine Street AP 24 Lot 654**

Owner and Applicant: Hotel Associates LLC

Dear Ms. Browning:

This letter confirms that the City Plan Commission (CPC) reviewed and approved the request for a one year extension of the Preliminary Plan approval for the above-referenced Land Development Project at its meeting on March 6, 2019. The CPC is able to grant a one year extension of the preliminary plan approval upon request per sections 504.9 and 807.3 of the CPC's Development Review Regulations.

The CPC granted preliminary plan approval on November 16, 2016. Per the tolling statute of RIGL 45-23-63.1, the plan would expire two years from July 1, 2017 resulting in a new expiration date of June 30, 2019.

The CPC unanimously voted to approve the extension for one year.

The preliminary plan is hereby valid until June 30, 2020.

Sincerely,


Choyon Manjrekar
Administrative Officer

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Providence
Received for Record
Apr 05, 2019 at 10:34A
Document Num: 00223826
John A Murphy
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Footnote 99

City of Providence, R.I., Land Book 12919, 23–26.

Jorge O. Elorza
Mayor

Marc Greenfield
Chair



Zoning Board of Review

RESOLUTION NO. 2020-23

November 23, 2020

IN RE: Application for Special Use Permit
(Section 1201 – Table 12:1 – Transitional Shelter)

PROPERTY: AP 24 Lot 574, Zoning District: C-2
371 Pine Street

OWNER: Hotel Associates, LLC
c/o Hinckley Allen
100 Westminster Street, Suite 1500
Providence, RI 02903

APPLICANT: Crossroads Rhode Island
160 Broad Street
Providence, RI 02903

COUNSEL: Michael D. Crane, Esq.
207 Waterman Street, 1st Floor
Providence, RI 02906

FILED
2020 NOV 23 P 4:10
CITY OF PROVIDENCE, RI

On November 28, 2020, the within matter came before the Zoning Board of Review (the "Board") for a duly noticed public hearing¹ on the request by Hotel Associates, LLC and Crossroads Rhode Island (the "Applicants") for a Special Use Permit for the above-designated Property. The following members of the Board were present throughout the hearing: Chair

¹ The November 18, 2020 public meeting and hearing was conducted via the online platform "Zoom;" it was a virtual public hearing authorized by Governor Raimondo's Executive Order 20-05 dated March 16, 2020, as extended.

Greenfield, Mr. Wolf, Ms. Rodriguez, Ms. Maniotes, and Mr. Strother. Mr. Mitchell and Mr. Scott were present as non-voting alternates.

WHEREAS, the Applicants sought a Special Use Permit pursuant to Table 12-1: Use Matrix of the Providence Zoning Ordinance of November 24, 2014, as amended (the "Ordinance") in order to establish the use of the Property as a Transitional Shelter as well as legally permitted offices; and

WHEREAS, prior to the hearing, the members of the Board individually made inspections of the Property and of the surrounding neighborhood; and

WHEREAS, Attorney Michael Crane presented the application, and the testimony of Ms. Michelle Wilcox, Chief Operating Officer of Crossroads Rhode Island. Also present for the Applicant were Ms. Karen Santilli, CEO; Ms. Christine West, Architect; Mr. Gordon Fox, Housing Development Manager. Mr. Matthew Marcello was present as a principal for the Owner; and

WHEREAS, there were no written or oral objections to the Application;² and

WHEREAS, the Board received, and the Chair read into the record, the October 14, 2020 recommendation of the Department of Planning and Development ("DPD") recommending that the special use permit be granted.

NOW, THEREFORE, after consideration of the application, the testimony, and all the evidence of record, upon motion by Mr. Wolf, seconded by Ms. Rodriguez, the Board voted unanimously (5-0) to APPROVE the application for Special Use Permit.

**THE BOARD HEREBY MAKES THE FOLLOWING
FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

1. The Property consists of a lot of 10,890 sq. ft. improved with a 2-story structure with a footprint of 5,597 sq. ft., and a total of 11,527 sq. ft., is located in a C-2 Zoning District, and has a legal use as offices and day care. The building is currently vacant.
2. The Applicants seek a special use permit to allow the structure to be used as a transitional shelter, defined by the Ordinance as a facility that provides temporary or transitional shelter for the homeless in general or specific populations of the homeless." The Applicants propose to use the Property to provide emergency overnight shelter for people

² Mr. Etienne Kotey spoke as an abutter, but did not object.

experiencing homelessness.³ Crossroads staff will use the upper level of the building as offices (a use permitted by right in the C-2 one).

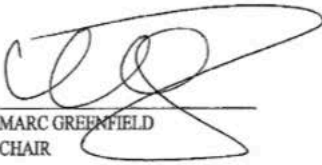
3. Ordinance Section 1901 and Table 12-1 (Use Matrix) authorize the Board to issue a Special Use Permit for a Transitional Shelter in the C-2 District.
4. The Board has received, and the Chair has read into the record, the DPD's recommendation. The Board agrees with and accepts the recommendation.
5. The Board finds that the following substantial evidence of record supports that the granting of the Special Use Permit will not substantially injure the use and enjoyment of, nor significantly devalue neighboring property, and that the special use permit will not be detrimental or injurious to the general health or welfare of the community.
 - a. Crossroads Rhode Island has a long history of providing services to transients, including shelter, case management, educational programs and transition to permanent housing.
 - b. Moreover, Crossroads operates a shelter and programs at 160 Broad Street - property adjacent to 371 Pine Street. Thus, the use of this structure as an additional shelter will not adversely affect neighboring property.
 - c. The Property will be staffed at all times. The hours of operation of the proposed overnight shelter are 5:00 p.m. to 8:00 a.m. From 8:00 a.m. to 5:00 p.m., Crossroads staff will be present on the Property operating other housing programs. The building will be outfitted with exterior and interior security cameras, and with significant lighting in the parking areas outside the structure.
 - d. The Board received and agrees with the recommendation of the DPD, and Ms. Wilcox's testimony that occupancy of the currently vacant and blighted building will mitigate or prevent loitering and other improper and unauthorized uses of the Property, thus benefitting the surrounding area and properties. The Board further agrees with the DPD that providing services to the homeless promotes the health, safety and welfare of the general public.
 - e. The immediate need for the shelter is based on lack of capacity in shelters throughout the State of Rhode Island due to physical distancing needs posed by COVID-19. Filling this need also promotes the health, safety and welfare of the general public.

³ More specifically, at this time, Crossroads will utilize the Property as part of its Eviction Prevention Assistance Program run as part of the federal response to the COVID-10 pandemic, pursuant to the CARES Act.

f. In summary, putting the currently vacant property to use will have a positive effect. The Board members are familiar with the surrounding neighborhood and the programs of Crossroads Rhode Island and find that the proposed special use will not adversely affect the neighboring properties, and will promote the health, safety and welfare of the public.

WHEREFORE, on motion by Mr. Wolf, seconded by Ms. Rodriguez, the Board voted unanimously (5-0) to APPROVE the application for a special use permit for a Transitional Shelter.

By Order of the Zoning Board of Review.



MARC GREENFIELD
CHAIR

ATTENTION: SECTION 1902 OF THE ORDINANCE REQUIRES THAT ANY VARIANCE OR SPECIAL USE PERMIT GRANTED BY THE BOARD SHALL EXPIRE SIX MONTHS AFTER THE DATE OF THE FILING OF THE RESOLUTION IN THE OFFICE OF THE BOARD UNLESS THE APPLICANT SHALL, WITHIN THE SIX MONTHS, OBTAIN A LEGAL BUILDING PERMIT AND PROCEED WITH CONSTRUCTION; OR OBTAIN A LEGAL BUILDING PERMIT AND A CERTIFICATE OF OCCUPANCY WHEN NO CONSTRUCTION IS REQUIRED.

NOTE: THE ORIGINAL RESOLUTION IS ON FILE IN THE OFFICE OF THE ZONING BOARD OF REVIEW AND MUST BE OBTAINED BY THE OWNER OR HIS/HER/ITS REPRESENTATIVE AND RECORDED IN THE LAND EVIDENCE RECORDS OF THE CITY OF PROVIDENCE BEFORE THE ISSUANCE OF A BUILDING PERMIT. A COPY OF THE RECEIPT ACKNOWLEDGING THAT THE RESOLUTION HAS BEEN RECORDED MUST BE SUBMITTED TO THE OFFICE OF THE ZONING BOARD OF REVIEW AND TO THE DEPARTMENT OF INSPECTION AND STANDARDS BEFORE THE ISSUANCE OF A BUILDING PERMIT.

MOTION TO APPROVE THE SPECIAL USE PERMIT MADE BY: Wolf
SECONDED BY: Rodriguez
MEMBERS VOTING IN FAVOR: Greenfield, Strother, Wolf, Maniotes, Rodriguez
MEMBERS VOTING AGAINST: None

RECEIVED:
Providence
Received for Recording
11/24/2020 10:27:59 AM
Document Num: 2020271349
John A Murphy
Recorder of Deeds

Resolution No. 2020-23

Footnote 100

Tracy Breton, *Judge Orders R.I. To Pay Rent, For Now, on Controversial Offices*, PROVIDENCE J., May 20, 1994, at B12.

RHODE ISLAND

Judge orders R.I. to pay rent, for now, on controversial offices

By TRACY BRETON
Journal-Bulletin Staff Writer

PROVIDENCE — A Superior Court judge has ordered the state to continue to pay — at least for this month — occupancy and use charges for space it rents downtown for the Department of Employment and Training under a controversial lease.

The ruling, on a request heard last Friday in chambers by Judge Ronald R. Gagnon, was a victory, at least temporarily, for Pine Street Realty and Hotel Realty Associates, the interconnected partnerships that in 1988 won lucrative leases for DET's offices at 101 Friendship St. and its print shop several blocks away, at 371 Pine St.

Charges that former Governor Edward D. DiPrete took a \$30,000 kickback in return for awarding the office leases from one of Pine Street's partners, Rodney Brusini, DiPrete's chief fund-raiser, culminated April 8 when the Sundlun administration notified the building owners that it would no longer pay the more than \$74,800 in monthly use and occupancy fees for the Friendship Street offices and \$8,475 in monthly rent for the print shop.

The state wants the court to nullify the leases based on the bribery allegations and because of structural and fire-safety deficiencies.

But based on arguments presented by partnership lawyer Joseph V. Cavanagh Jr., Gagnon ruled that the state does not have the right to unilaterally stop the payments and ordered the state to make the May payment.

The judge scheduled a hearing June 10 on whether to order another payment, for the month of June.

One of the three lawyers representing the state at the proceedings before Gagnon was Suzanne Worrell Gemma, who had been advised last month by the state Ethics Commission that continuing to work on the DET case would be a violation of the revolving-door statute.

Gemma recently stepped down as Governor Sundlun's deputy legal counsel. The commission, in an advisory opinion, said she should not work for the state within a year of her departure from the State House.

Gemma tried yesterday to persuade the Ethics Commission to reverse its decision but it stood by its earlier ruling.

Gemma said in an interview that she believed she had to appear in court "because of the emergency nature of the action," adding, "I just can't leave a client in the lurch." She said the state has hired another lawyer, R. Kelly Sheridan, to take over for her if she bows out.

But Marvin Perry, DET director, said after yesterday's Ethics Commission hearing, "we'll talk about our options" before deciding what to do.

The state is picking up the tab for three lawyers to represent it in the flap over the DET leases.

Gemma, Sheridan and lawyer Joshua Teverow all appeared before Gagnon — which prompted one of Pine Street's partners, Joseph DiBattista, to call the Journal-Bulletin afterwards to complain.

"She should not have been there,"

period," DiBattista said of Gemma. "At least the Ethics Commission didn't think she should have. ... Why have we been vilified at every step of the way and they get away with these things and think they can get away with these things?"

The state paid Teverow \$147,922 between April 1992 and the end of 1993 for his work for the DET concerning the leases.

However, Sheridan said that Teverow does not consider himself a trial lawyer "and the state felt it was important to have an experienced trial attorney handle the case." Asked how much he would be paid for his services, Sheridan said "we haven't even discussed" that yet.

Based on the state's failure to make the May payment to the landlords, Cavanagh asserted that the state was in contempt for violating a 1993 court order to pay the monthly rent to an escrow agent. The escrow agent pays the mortgage and operating costs.

Cavanagh said that if the monthly payments don't come in, the partnership will have no choice but to close the DET offices.

Since last September, the state has been paying tens of thousands of dollars less than the lease calls for in rent for using the Friendship Street space. But in its lawsuit, the Pine Street partners are asking the court to force the state to make up the difference — an amount that Gemma says totals \$288,291.

With staff reports from Katherine Gregg and Thomas Frank.

DET negotiating for space on Elmwood Avenue

PROVIDENCE — The state Department of Employment and Training is negotiating for space in the former Elmwood Avenue home of the Department of Labor.

The agency wants the space for unemployment insurance counselors and other staff who were moved out of the first floor of the agency's headquarters, at 101 Friendship St., last September after inspectors raised serious structural questions about the building.

An advertisement drew three bids ranging from \$9.54 a square foot for 220 Elmwood Ave., former home of the Labor Department; \$12.50 a square foot for 10 Davol Square; and \$17.93 a square foot for 100 Dupont Drive, the former C & J Jewelry Building.

The Elmwood Avenue space is owned by Thomas Thomasian Trust. The trustees include Thomas E. Thomasian, Carol Ann (Thomasian) Penatzer and former Cranston

Mayor James Taft.

The displaced Providence staff are doubled up with their Pawtucket colleagues in an office at 101 Main St. The lease on that space has expired and DET officials want to move that office to the old Peerless store down the street at 175 Main St., owned by the Pawtucket Redevelopment Agency.

DET officials won State Properties Committee approval Tuesday to negotiate both leases.

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1/3 OFF*

1/3 OFF*



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MOORE'S
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NOW

\$21²⁰

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40%-70% OFF* ALL STOCK WALLCOVERING

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*Sugg. Retail



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CABOT'S
O.V.T. \$15⁹⁵
Gall.

Also On Sale
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Decking
Semi-Transparent

NEW HUNTER DOUGLAS
WINDOW
TREATMENTS

CRANSTON
1107 Reservoir Ave. (Just north of Garden City)
Mon., Wed., & Fri. 7:30-8:00
Tues., Thurs., Sat. 7:30-5:30; Sun. 10-2:30
943-1155

NO. KINGSTOWN
8190 Post Road
Daily 7:30-5:00; Wed., Fri. 7:30-5:00
294-6100

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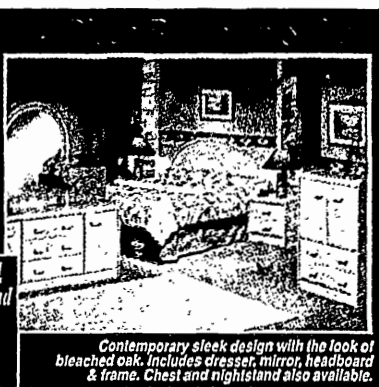


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or this 4 pc. Bedroom.

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BONUS BUY!
Add the Loveseat
for only:
\$148

BONUS BUY!
Add the 4 Drawer Chest and
Nightstand for only:
\$148



Contemporary sleek design with the look of bleached oak. Includes dresser, mirror, headboard & frame. Chest and nightstand also available.



Patterned upholstered 2 pc. Sofa and Loveseat set. Superbly tailored to match your decor. Chair also available.
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Versatile pattern and colors make this 2 pc. sofa an outstanding look for any home. Chair also available.
\$498



Contemporary light oak finish dresser, mirror, headboard, frame, Chest and nightstand also available.
\$228



Dark mahogany finish dresser, mirror, headboard, frame, Chest and nightstand also available.
\$298

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\$18 POSTURE PLUS FIRM
TWIN \$18 each piece
FULL \$29 each piece
QUEEN \$39 each piece
KING \$39 each piece
*5-year limited warranty

BED FRAMES
TWIN \$19.95
FULL \$19.95
QUEEN \$29.95
KING \$34.95

\$34 POSTURE SELECT-EXTRA FIRM
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FULL \$44 each piece
QUEEN \$54 each piece
KING \$54 each piece
*5-year limited warranty

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QUEEN \$89 each piece
KING \$84 each piece
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\$89 CHIRO-ULTRA FIRM
TWIN \$89 each piece
FULL \$124 each piece
QUEEN \$149 each piece
KING \$138 each piece
*25-year limited warranty

\$69 POSTURE ELEGANCE-SUPER FIRM DLX
TWIN \$69 each piece
FULL \$99 each piece
QUEEN \$124 each piece
KING \$99 each piece
*20-year limited warranty

\$99 PILLOWTOP-DELUXE FIRM
TWIN \$99 each piece
FULL \$139 each piece
QUEEN \$169 each piece
KING \$146 each piece
*25-year limited warranty

CANDLESTICK LAMPS
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ELEGANT DESIGN

3 PIECE DINETTE
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Set includes table and two chairs

IRON CANOPY BED FRAME
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mattress and rails not included

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Footnote 101

City of Providence, R.I., Land Book 12945, 109.

MUNICIPAL LIEN CERTIFICATE
CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR
CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
December 02, 2020	024	0675	0000	371 Pine St	133,906	1
ASSESSED OWNER	Hotel Associates LLC					

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
20	RE	\$15,076.36	\$0.00	\$0.00	\$7,538.18	\$7,538.18	\$0.00	\$7,538.18	Hotel Associates LLC
		\$15,076.36	\$0.00	\$0.00	\$7,538.18	\$7,538.18	\$0.00	\$7,538.18	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10, 12, 13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO: HOBSON & COUTU, LTD.
222 Jefferson Blvd.
Warwick, RI 02888

RECEIVED:
Providence
Received for Record
12/16/2020 03:12:10 PM
Document Num: 2020273334
John A Murphy
Recorder of Deeds

JOHN A. MURPHY
CITY COLLECTOR

MARIA MANSOLILLO
DEPUTY CITY COLLECTOR

\\Webserver\Govern\Reports\pro lien c.rpt

Footnote 102

Minutes of the Providence, R.I., City Planning Commission (May 21, 2021), <https://perma.cc/YC3Y-NTYM>.



City Plan Commission
Jorge O. Elorza, Mayor

PROVIDENCE CITY PLAN COMMISSION NOTICE OF REGULAR MEETING

TUESDAY, MAY 25, 2021, 4:45 PM

The virtual meeting can be accessed using the Zoom webinar platform at:

<https://us02web.zoom.us/j/87233568540>

For participation using video and audio, a computer with webcam and microphone is required. The following numbers may be used for participation via telephone: 833 548 0276 or 833 548 0282 or 877 853 5247 or 888 788 0099

All are Toll Free

Dial and enter the webinar id when prompted: 872 3356 8540

OPENING SESSION

- Call to Order
- Roll Call
- Approval of minutes from the April 20, 2021 meeting
- Director's Report - Discussion on scheduling special meetings to address changes to the Land Use and Sustainability chapters of the Comprehensive Plan

REQUEST FOR EXTENSION

1. Case No. 16-048MA – 371 Pine Street

Applicant: Hotel Associates LLC

The applicant is requesting a third one-year extension of the vesting of the preliminary plan approval for the subject land development project. The Commission may grant extensions for good cause shown – for action (AP 24 Lot 674, Upper South Providence)

CAPITAL IMPROVEMENT PLAN

- 2. Review of the Capital Improvement Plan for the 2022-2026 fiscal period, which has been updated since it was last presented – for action**

CITY COUNCIL REFERRAL

3. Referral 3491 – Abandonment of a portion of Bay Street

Petitioner: EW Audet and Sons

The petitioner is requesting to abandon the portion of Bay Street that abuts property owned by them – for action (Lower South Providence)

DEPARTMENT OF PLANNING AND DEVELOPMENT
444 Westminster Street, Providence, Rhode Island 02903
401 680 8400 ph | 401 680 8492 fax
www.providenceri.com

**MINOR SUBDIVISION – UNIFIED DEVELOPMENT REVIEW
PUBLIC HEARING**

4. Case No. 21-007 UDR – 40 Seamans Street

Applicant: Joseph Colaluca c/o Admiral Properties LLC

The applicant is requesting to subdivide a lot measuring 8,000 SF into two lots of approximately 4,000 SF with 40 foot widths in the R-2 zone. The minimum lot size for new subdivisions is 5,000 SF with a width of 50 feet. Pursuant to Unified Development Review, the applicant is seeking dimensional variances from minimum lot area and minimum lot width – for action (AP 79 Lot 11, Wanskuck)

**MAJOR LAND DEVELOPMENT PROJECT – UNIFIED DEVELOPMENT REVIEW
PUBLIC HEARING**

5. Case No. 21-009 UDR – 288 Kinsley Ave and 153 Harris Ave

Applicant: OGN LLC

The applicant is proposing to redevelop the site, which will involve construction, in two (2) phases, of a multi-use commercial and residential development consisting of a gas station/convenience store with drive-through in the first phase, and a residential/office building with associated parking, landscaping and drainage infrastructure in the second phase. The applicant is seeking master plan approval for the entire development and combined master/preliminary approval for the first phase. Pursuant to Unified Development Review, a special use permit for a drive through in an M-1 Zone (per table 12-1 of the City of Providence Zoning Ordinance) and a dimensional variance for curb cut width (relief requested from section 1202-P-4 of the City of Providence Zoning Ordinance) is requested.

The applicant is requesting waivers from submission of certain items from Section 506 of the Commission's Development Review Regulations' preliminary plan submission requirements. Waivers/modifications are being requested from submission of all state approvals at the preliminary plan stage, erosion and sediment control plan, detailed landscape plan, grading plan, traffic study, drainage plan, lighting plan and a utility plan. The waiver would allow the applicant to submit the items at the final plan stage. The applicant is in possession of the subject components from a previously proposed plan for the site, which will be modified to reflect the proposed development – for action

(AP 26 Lot 234 zoned M-MU 75; AP 27 Lots 36 and 269 zoned M-1, Smith Hill) – continued from the April 20, 2021 meeting

MINOR LAND DEVELOPMENT PROJECT

6. Case No. 21-017MI – 49 Westfield Street

Applicant: 49 Westfield LLC c/o K&S Development LLC

The applicant is proposing to add a third story to a former industrial building that will be redeveloped as a mixed-use building. The addition will have an area of approximately 10,690 SF and yield 12 dwelling units. Parking will be provided in adjacent lots which are also part of the application – for action (AP 30 Lots 284, 285, 307, 308, 334, 338, 339, 344 and 355, West End)

ADJOURNMENT

IMPORTANT INFORMATION

- Documents for the agenda items may be accessed at:
<http://www.providenceri.gov/planning/city-plan-commission-cpc/>.
Those who cannot access the documents electronically may call **401-680-8525** to make other arrangements.
- The public will have the opportunity to comment during the meeting through the electronic platform and by telephone. Public comment may also be submitted prior to the meeting by email to cmanjrekar@providenceri.gov or by telephone at **401-680-8525**.
- Hard copies of comments may be delivered to the **drop box at 444 Westminster St.**, next to the back entrance off of Greene St.
- The Commission encourages comments to be submitted at least 24 hours before the meeting. Comments accepted via email, drop box and telephone will be read into the record and discussed at the meeting.
- Contact Choyon Manjrekar with the Department of Planning and Development at cmanjrekar@providenceri.gov if you have any questions regarding this meeting.