

*(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).*

## **FINANCE COMMITTEE**

Regular meeting of the Finance Committee was held on Thursday, July 12, 2012 in the Council Chambers, City Hall, Cranston, Rhode Island.

### **CALL MEETING TO ORDER:**

The meeting was called to order at 7:15 P.M. by the Chair.

Present: Councilman Paul H. Archetto, Chair  
Councilman Steven A. Stycos, Vice-Chair  
Councilman James E. Donahue  
Councilwoman Maria A. Bucci (left at 7:35 P.M.)  
Council President Anthony J. Lupino

Absent: Council Vice-President Emilio L. Navarro  
Councilman Michael W. Favicchio

Also Present: Gerald Cordy, Director of Administration  
Evan Kirshenbaum, Assistant City Solicitor  
Robert Strom, Director of Finance  
Steve Woerner, City Council Internal Auditor  
Maria Medeiros Wall, City Clerk  
Rosalba Zanni, Assistant City Clerk/Clerk of Committees  
Heather Finger, Stenographer

### **MINUTES OF THE LAST MEETING:**

On motion by Council President Lupino, seconded by Councilwoman Bucci, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded.

### **CORRESPONDENCE:**

### **OLD BUSINESS:**

**Buck Consultant regarding Pension System Experience Study and Costs.** Administration report on cost of plan. (Cont. 6/14/2012). Councilman Stycos.

**Councilman Stycos** asked that this item be removed from the agenda.

## PUBLIC HEARING

**Peter Nero**, Superintendent of Schools, appeared to speak in favor of Ordinance 6-12-8. He stated that the funds from this lease will be used for upgrades of the building and we would work on building that program. If this is not passed, upgrades cannot be made. If this cannot be done, the building will be closed when or students enrolled graduate.

**John Bolton, Esq.**, appeared to represent Chapel View in favor of Ordinance 6-12-2.

On motion by Council President Lupino, seconded by Councilwoman Bucci, it was voted to take Ordinance 6-12-8 out of order for consideration. Motion passed unanimously.

## NEW BUSINESS

**6-12-8** Ordinance authorizing the City to enter into an agreement with the RI Department of Education for the transfer of ownership of Cranston Area Career and Technical Center to the City of Cranston for \$3.2 million dollars. [[click here to view](#)]

On motion by Council President Lupino, seconded by Councilwoman Bucci, it was voted to recommend approval of the above Ordinance.

Under Discussion:

**Council President Lupino** asked to be added as co-sponsor of this Ordinance.

**Council President Lupino** stated that the contract should have a signature line for the Council President and the contract should come before the City Council for review. He deferred to the Solicitor regarding this. Solicitor Kirshenbaum stated that he does not see a problem with this. The City Council ratifies the contract signed by the Administration.

On motion by Council President Lupino, seconded by Councilwoman Bucci, it was voted to amend this Ordinance to add signature line to the agreement for the Council President with assumption that a consensus from the City Council after they review the final contract. Motion passed unanimously.

On motion by Council President Lupino, seconded by Councilwoman Bucci, it was voted to recommend above Ordinance as amended.

Under Discussion:

**Councilman Stycos** asked for explanation of number 3 in the agreement. Ronald Cascione, Attorney representing the School Department, stated that it does not preclude the School Department from using the building for something other than a school. As long as there is funding they have to use it as a school.

**Mr. Strom** asked if there would be a need for the City to go out for any additional bonding. Mr. Nero stated, no.

Roll call was taken on motion to recommend approval of the above Ordinance as amended and motion passed unanimously.

- **Real Estate Tax Abatements**

On motion by Councilman Donahue, seconded by Councilman Archetto, it was voted to recommend approval of the above Real Estate Tax Abatements. Motion passed unanimously.

- **Motor Vehicle Tax Abatements**

On motion by Councilman Donahue, seconded by Councilman Archetto, it was voted to recommend approval of the above Motor Vehicle Tax Abatements. Motion passed unanimously.

- **Tax Interest Waiver Approvals**

On motion by Councilman Donahue, seconded by Councilman Archetto, it was voted to recommend approval of the above Tax Interest Waiver Approvals. Motion passed unanimously.

**6-12-1** Ordinance transferring appropriations and amending the Budget for the Fiscal Year commencing July 1, 2011 and ending June 30, 2012 – (4<sup>th</sup> Quarter Transfers).  
[\[click here to view\]](#)

On motion by Council President Lupino, seconded by Councilman Donahue, it was voted to recommend approval of the above Ordinance.

Under Discussion:

**City Clerk** indicated to the last page of the Ordinance and there is a scrivener's error, "Care of Trees CDBG Expenditures" should state "Care of Trees" only.

Roll call was taken on motion to recommend approval of the above Ordinance and motion passed unanimously.

Councilwoman Bucci left at 7:35 P.M.

**6-12-2** Ordinance authorizing the City to agree to a lease with Chapel View Associates, LLC with respect to property, specifically, a portion of Assessor's Plat 14, Lot 12 (Chapel View Lease of portion of Fire Station Parking Area). [\[click here to view\]](#)

**John Bolton, Esq.**, appeared to represent Chapel View and stated that the lease does not in any way affect the Fire Station building or the operation of the Fire Station. He stated that the proposed lease is for term of ten years, no option terms, at a rent of \$10,000 per year. At execution of the lease, tenant would pay the City the full amount the ten years n the amount of \$100,000. He also stated that Steve Garofalo of Garofalo Engineering and Kelly Coates of Carpionato, are present to answer any questions.

**Council President Lupino** asked if there are any plans for trees as a buffer. Attorney Bolton stated, no, but his client is offering to plant five trees in City parks coordinated with the Director of Parks and Recreation.

**Council President Lupino** asked where the people who park in this lot would be going. Mr. Coates stated that the parking lot would be used by people going into the building known as 30 Chapel View, houses REI and students of Paul Mitchell School.

**Councilman Stycos** questioned why existing parking is adequate. Mr. Coates stated that they exceeded parking demand due primarily to Paul Mitchell, which was not expected. Carpionato is negotiating with the State to purchase the Training School. So far, they are the only bidder.

**Councilman Donahue** asked why the applicant would not be interested in a longer term for the lease. Attorney Bolton stated that his client originally wanted longer term, but the City did not want to tie up City land near a Fire Station. Other reason is if the purchase of the Training School goes through, his client wont need the City land. Councilman Stycos asked for the Administration's opinion regarding this lease. Mr. Cordy stated that the Administration worked on this trying to come up with a mutual agreement. He indicated to #11 of the agreement of an escape clause. As to the \$100,000, he is very comfortable with this and Carpionato has been a good corporate citizen to the City.

**Councilman Stycos** stated that his concern is after the lease is up, the property becomes an ugly parking lot. He suggested adding a provision that if the lease is terminated, there be restoration of the property. Attorney Bolton stated that his client would prefer not to do that. They are making significant improvements and then have to cost to restore it back in the end. Mr. Coates stated that at the end of the lease, if the City does not exit the lease prior to that and does not extend it, he would be happy to dig out the asphalt and place sod or reseed, but that is a ton of value and asset to the City. It is a paved parking lot. It is costing his company \$170,000 for that.

**Council President Lupino** stated that the proximity to the library makes this an asset to the City, especially when there are functions at the library.

**Councilman Donahue** stated that this is a short term agreement for parking. The City has multiple options to get out of the lease. The City will be receiving \$100,000 upfront. It is very generous on Chapel View's part.

Councilman Stycos motioned that the City accept the offer of Carpionato that at the end of the ten year lease, if the lease is not extended, at the City's request, Carpionato remove the asphalt and reseed the parking area. Councilman Archetto seconded the motion for discussion.

Roll call was taken and motion failed on a vote of 1-2. The following being recorded as voting "aye": Councilman Stycos -1. The following being recorded as voting "nay": Councilmen Archetto and Donahue -2.

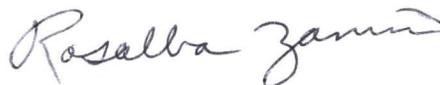
On motion by Council President Lupino, seconded by Councilman Archetto, it was voted to recommend approval of the above Ordinance. Motion passed unanimously.

**6-12-8** Ordinance authorizing the City to enter into an agreement with the RI Department of Education for the transfer of ownership of Cranston Area Career and Technical Center to the City of Cranston for \$3.2 million dollars. [[click here to view](#)]

Discussion and vote taken at beginning of the meeting.

The meeting adjourned at 8:50 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rosalba Zanni".

Rosalba Zanni  
Assistant City Clerk/Clerk of Committees

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

**TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR  
THE FISCAL YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30,  
2012 - (4<sup>th</sup> Quarter Transfers)**

No.

*Passed:*

\_\_\_\_\_  
*Anthony J. Lupino, Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

**SECTION 1:** The following sections of the budget for the fiscal year ending June 30, 2012 are hereby amended to read as follows:

EXECUTIVE		
	[Hospitalization]	[ \$45,295 ]
EXECUTIVE		
	<u>Hospitalization</u>	<u> \$48,295</u>
LAW		
	[Outside Legal Services]	[ \$300,000 ]
LAW		
	<u>Outside Legal Services</u>	<u> \$375,000</u>
PROBATE COURT		
	[Departmental Expense]	[ \$500 ]
PROBATE COURT		
	<u>Departmental Expense</u>	<u> \$600</u>
FINANCE		
	[Severance]	[ \$50,000 ]
FINANCE		
	<u>Severance</u>	<u> \$110,000</u>

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46	CONTROLLER'S OFFICE	
47	[Overtime]	[\$10,300]
48	CONTROLLER'S OFFICE	
49	<u>Overtime</u>	<u>\$40,300</u>
50		
51	TREASURY AND COLLECTIONS	
52	[Overtime]	[\$3,000]
53	TREASURY AND COLLECTIONS	
54	<u>Overtime</u>	<u>\$23,000</u>
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56	CARE OF TREES	
57	[Professional Services]	[\$0]
58	CARE OF TREES	
59	<u>Professional Services</u>	<u>\$204,000</u>
60		
61	SENIOR SERVICES-NUTRITION	
62	[Nutrition Program]	[\$765,280]
63	SENIOR SERVICES-NUTRITION	
64	<u>Nutrition Program</u>	<u>\$800,280</u>
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66		
67	POLICE	
68	[Salary]	[\$9,333,073]
69	[Pension Contribution]	[\$1,938,400]
70	POLICE	
71	<u>Salary</u>	<u>\$9,083,073</u>
72	<u>Pension Contribution</u>	<u>\$1,761,300</u>
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75	CDBG-REVENUES	
76	Federal Grants	[\$1,000,000]
77	CDBG-REVENUES	
78	Federal Grants	\$1,225,000
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80	CDBG-EXENDITURES	
81	Program Project	[\$969,131]
82	CDBG-EXENDITURES	
83	Program Project	\$1,194,131
84		
85	SCHOOL DEPARTMENT	
86	State of RI-School Aid	[\$33,949,874]
87	SCHOOL DEPARTMENT	
88	State of RI-School Aid	\$34,041,838
89		

90	SCHOOL DEPARTMENT	
91	School Maintenance	[\$128,960,059]
92	SCHOOL DEPARTMENT	
93	School Maintenance	\$129,052,023
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95	CARE OF TREES	
96	Federal Grants	[\$0]
97	CARE OF TREES	
98	Federal Grants	\$1,318,000
99		
100	CARE OF TREES	
101	Debris Removal	[\$0]
102	<del>CDBG-EXENDITURES</del>	
103	Debris Removal	\$1,318,000
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105		

**SECTION 2:** This ordinance shall take effect upon its final adoption.

108	Positive Endorsement	Negative Endorsement (attach reasons)
109		
110		
111	_____ Christopher Rawson, Solicitor      Date	_____ Christopher Rawson, Solicitor      Date
112		
113		

114 I recommend adoption of the foregoing Ordinance  
 115 Pursuant to Section 6.17 of the City Charter

117 \_\_\_\_\_  
 118 Allan W. Fung, Mayor                      Date

120 Fiscal Note  
 121 I hereby certify that it is anticipated that sufficient funds will be available to fund this  
 122 appropriation.

124 \_\_\_\_\_  
 125 Robert F. Strom, Director of Finance

128 Referred to Finance Committee July 12, 2012

130 Sponsored by Mayor Fung

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 132

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**AUTHORIZING THE CITY TO AGREE TO A LEASE WITH CHAPEL**  
**VIEW ASSOCIATES, LLC WITH RESPECT TO PROPERTY,**  
**SPECIFICALLY A PORTION OF ASSESSOR'S PLAT 14, LOT 12**  
**(Chapel View Lease of portion of Fire Station Parking Area)**

No.

*Passed:*

\_\_\_\_\_  
**Anthony J. Lupino, Council President**

*Approved:*

\_\_\_\_\_  
**Allan W. Fung, Mayor**

*It is ordained by the City Council of the City of Cranston as follows:*

**SECTION 1.** The Mayor of the City of Cranston desires to enter a Lease Agreement with Chapel View Associates, LLC with respect to City property, specifically a portion of Assessor's Plat 14, Lot 12. The City Council of the City of Cranston hereby authorizes, approves, confirms, and ratifies the aforementioned and attached Lease Agreement.

**SECTION 2.** This Ordinance shall take effect upon it final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher M. Rawson                      Date  
City Solicitor

\_\_\_\_\_  
Christopher M. Rawson                      Date  
City Solicitor

Sponsored by Allan W. Fung, Mayor  
Co-sponsored by Councilman Favicchio

Referred to Finance Committee July 12, 2012

**LEASE**

This LEASE (the "Lease") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Execution Date") between the City of Cranston, Rhode Island, a Rhode Island municipality (the "Landlord") and Chapel View Associates, LLC, a Rhode Island limited liability company (the "Tenant"), upon the terms and conditions hereinafter set forth.

**SECTION 1. INFORMATION AND DEFINITIONS**

1.1 Description of the "Premises":

That certain property, being a portion of Assessor's Plat 14, Lot 12, located at the southeast corner of Sockanosset Cross Road and Power Road, in the City of Cranston, Rhode Island, consisting of approximately 15,122 square feet of land, as more particularly described on Exhibit A attached hereto and made a part hereof. The Premises shall include a non-exclusive easement over other property of Landlord adjacent to the Premises in order to permit Tenant to access the Premises as shown on the site plan attached hereto as Exhibit B (the "Site Plan").

1.2 "Term" of the Lease:

The Term of this Lease shall commence on the Execution Date (the "Commencement Date") and shall expire the day that immediately precedes the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term").

1.3 "Base Rent":

Tenant shall be obligated to remit Base Rent for the Premises at a rental rate of Ten Thousand Dollars (\$10,000.00) per year for the entire Term.

Tenant shall remit Base Rent, in advance for the entire Term, upon the Commencement Date.

**SECTION 2. REAL ESTATE TAXES**

Landlord hereby represents that no real estate taxes levied against the Premises shall be due from Tenant during the Term

**SECTION 3. LEASE OF PREMISES**

Landlord, in consideration of the rentals, covenants and agreements to be paid and performed by Tenant as herein provided, hereby demises and leases unto Tenant the Premises described above.

**SECTION 4. PERMITTED USE**

Tenant may use the Premises for the parking of passenger automobiles. Any other use of the Premises shall be subject to the prior written consent of Landlord, such consent to be at Landlord's sole discretion. Nothing contained herein shall modify Tenant's right to maintain a pylon sign on Landlord's land adjacent to the Premises (as depicted on the Site Plan) pursuant to Landlord's prior approval for Tenant to maintain such pylon sign.

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SECTION 5. TENANT IMPROVEMENTS / AS IS DELIVERY

5.1 Tenant shall pay the cost of all Tenant's improvements and alterations to the Premises. Without limiting the generality of the foregoing, Tenant may install paving, underground drainage facilities and lighting on the Premises. Tenant hereby agrees to construct improvements on the Premises in substantial conformance with the Site Plan and the Schedule of Improvements attached hereto as Exhibit C, such improvements to include a wall installed between Tenant's proposed parking area on the Premises and the existing fire station located adjacent to the Premises as shown on such Exhibits.

5.2 Landlord is furnishing the Premises to Tenant in its "as is" condition, without representation or warranty.

SECTION 6. TENANT'S OBLIGATIONS/UNDERTAKINGS

Subject to Landlord's obligations as specifically provided for in this Lease, Tenant further agrees that Tenant shall, at Tenant's expense:

6.1 Maintain public liability insurance for injury to persons and property, each in a sum not less than One Million Dollars (\$1,000,000.00) per each occurrence, naming Landlord as an additional insured and unconditionally providing for thirty (30) days advance written notice to Landlord of cancellation/modification; and

6.2 Indemnify, defend and hold harmless Landlord from all liability, loss, cost, expense and damage from and against any and all suits, claims and demands of every nature, including counsel fees, by reason of any damage or injury to any person, property or thing which may arise from or be due to the use or occupancy of the Premises by Tenant or the conduct of Tenant's business or profession or from any activity, work or thing done, permitted or suffered by Tenant in or about the same, unless such suit, claim or demand arises from the negligence, acts or omissions of Landlord or its agents, contractors, invitees or employees; and

6.3 Indemnify, defend and hold harmless Landlord from any and all claims arising from any breach or default on Tenant's part pursuant to the terms of this Lease, or arising from any act or neglect of Tenant or any of the Tenant's agents, contractors, servants, employees or invitees (unless such claim arises from the negligence of Landlord or its agents, contractors, invitees or employees) and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon, and if any action or proceeding be brought against Landlord by reason of such claim, Tenant or its insurer, upon notice from Landlord, agrees to resist and defend at Tenant's or insurer's expense such action or proceeding by counsel satisfactory to Landlord; and

6.4 Assume all risk of damage, and waive any claim against Landlord, with respect to property in, upon or about the Premises, to whomsoever belonging, waiving all claims with respect to such damage thereof against Landlord and agreeing to indemnify, defend, and save Landlord harmless from and against all loss, cost, damage expense or claims by others (unless due in whole or in part to Landlord's, Landlord's agent's or Landlord's employee's, contractor's or invitee's negligent conduct, intentional acts or failure to act); and

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6.5 Pay promptly the entire cost of any work on the Premises undertaken by Tenant, or procure the prompt payment by others, so that the Premises shall at all times be free of liens for labor and materials. Tenant shall cause any such lien to be discharged of record forthwith, by posting a surety company bond or otherwise. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord or Landlord's estate to liability under any lien law; and

6.6 Not cause or permit the presence, use, discharge, disposal, storage, release, or threatened release of any hazardous substances, pollutants or contaminants on or in the Premises or Complex, except in strict compliance with all environmental laws. Tenant shall not do anything affecting the Premises that is in violation of any environmental Law; and

6.7 Promptly pay for the cost of all utilities consumed on the Premises during the Term hereof.

#### SECTION 7. TENANT'S REPAIRS, ALTERATIONS AND SURRENDER

7.1 Except with respect to any repair or replacement that is attributable to or results from the act, failure to act, or negligence of Landlord, its agents, employees, concessionaires, contractors, or licensees, Tenant, at its own expense, shall keep the Premises in good repair and tenantable condition during the Term of this Lease, and shall promptly and adequately repair and/or replace all damage to the Premises. Such repairs and replacements shall be effected with all due dispatch and shall be of good and workmanlike quality and class equal to the original work or installation.

7.2 Tenant, at Tenant's sole cost and expense, shall be responsible for the removal of all trash and rubbish from the Premises.

#### SECTION 8. EMINENT DOMAIN

8.1. In the event that greater than ten percent of the entire Premises or such portion thereof as would deprive Tenant of its business use of the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose, or is sold as a result of an impending taking or condemnation (a "taking"), this Lease shall terminate as of the taking upon written notice given by Tenant to Landlord. If a taking relates only to a portion of the Premises and Tenant is not deprived of its business use of the Premises, Landlord shall make any restoration necessary to make the Premises entirely tenantable and the Lease shall continue in force and effect, provided however that Rent and Additional Rent shall proportionately abate for the period from the date of such taking to the date when such restoration shall have been completed by Landlord. In the event of a taking, the entire award shall belong to Landlord with respect to the real property, provided, however, that Tenant may seek restitution for its loss or losses as a tenant.

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## SECTION 9. ASSIGNMENT/SUBLEASE

9.1 Tenant shall not, without prior written consent of Landlord, such consent not to be unreasonably withheld (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the Premises or any part hereof; or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice), to assign this Lease or to sublet any part or all of the Premises for the balance of any part of the Term. Tenant's notice shall include all of the terms of the proposed assignment or sublease, shall state the consideration therefor, if any, and include a complete financial statement of the proposed assignee or sublessee to Tenant. In such event, Landlord shall either: i) approve the assignment or sublease; or ii) disapprove the assignment/, all by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice.

9.2 Notwithstanding anything to the contrary contained herein, upon not less than ten (10) days' prior notice to Landlord (which must include evidence that the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date), Tenant may assign this Lease without need of the prior consent of Landlord (a) in connection with an initial public offering of the stock or like securities of Tenant or its parent, or (b) to any wholly-owned subsidiary or its parent corporation, or to any person or corporation owning 100% of Tenant's stock, or to any company into which Tenant may be merged or consolidated or acquired so long as (i) substantially all the assets then held by Tenant become the property of the continuing entity; (ii) the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date; (iii) there shall be no interruption in the operation of the business in the Premises and (iv) any and all amendments to this Lease are included in the assignment. Notwithstanding anything to the contrary contained herein, upon not less than ten (10) days' prior notice to Landlord (which must include evidence that the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date), Tenant may assign this Lease without need of the prior consent of Landlord to a franchisee or licensee of Tenant so long as the business conducted in the Premises is operated under the guidance of Tenant, and that Tenant remains obligated under the terms and conditions of this Lease.

## SECTION 10. LANDLORD'S REMEDIES

10.1 If, at any time subsequent to the date of this lease, any one or more of the following events (an "Event of Default") shall happen, time being of the essence:

10.1.1 Tenant shall neglect or fail to perform or observe any of the covenants or agreements herein contained on the part of the Tenant to be performed or observed and Tenant shall fail to remedy the same within twenty (20) days after receiving written notice from Landlord to Tenant specifying such neglect or failure, or if such Event of Default is of such a nature that Tenant cannot reasonably remedy the same within such twenty (20) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with all due diligence and continuity; or

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10.1.2 Tenant's leasehold interest in the Premises shall be taken by execution or by other process of law (not including the consensual granting of a lien on Tenant's property); or

10.1.3 Tenant shall make an assignment for the benefit of creditors which is invoked other than a collateral assignment to a lender or files a petition for federal bankruptcy or state receivership; or

10.1.4 Tenant shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of Tenant or of all or any substantial part of its property; or

10.1.5 A petition shall be filed against Tenant under any law seeking any reorganization, arrangement, readjustment, composition, liquidation, dissolution, stay, injunction or other similar relief under any present or future state statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days, or if any debtor in possession (whether or not Tenant), receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain undismissed or unstayed for an aggregate of sixty (60) days;

Then in any such case, this Lease shall terminate upon the election of Landlord as if such date was the date herein originally fixed for the termination hereof, and Tenant shall then peacefully quit and surrender the Premises to Landlord but Tenant shall remain liable as hereafter provided. All costs and expenses incurred by or on behalf of Landlord occasioned by such Event of Default including, without limiting the foregoing generality, reasonable attorney's fees and other reasonable costs of collection, recovery of possession and the exercise of any right or remedy permitted Landlord hereunder, shall be paid by Tenant.

10.2 Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any time after such expiration or termination, may to the extent permitted by law, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by summary proceeding, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same.

#### SECTION 11. LANDLORD'S EARLY TERMINATION RIGHT

Landlord may terminate this Lease prior to the end of the Term upon satisfaction of each of the following conditions: (1) Landlord requires the use of the Premises for municipal purposes; (ii) such termination occurs after the first anniversary of the Commencement Date; (iii) such termination shall be effective no sooner than one (1) year after prior written notice to Tenant; and (iv) Landlord reimburses Tenant for: (a) any pre-paid Base Rent attributable to that portion of the Term occurring subsequent to such termination; and (b) the unamortized cost (based upon a 10-year straight line amortization schedule) of all capital improvements made by Tenant at the Premises.

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## SECTION 12. NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To Landlord:

With a copy to:

To Tenant: Chapel View Associates, LLC  
 1414 Atwood Avenue  
 Johnston, RI 02919

With a copy to: John J. Bolton  
 Hinckley, Allen & Snyder, LLP  
 50 Kennedy Plaza, Suite 1500  
 Providence, RI 02903

or to such other person or at such other address as either party may hereafter designate by notice to the other party.

## SECTION 13. CAPTIONS

The captions appearing in this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provisions hereof.

## SECTION 14. PARTIES AND DEFINITIONS

The terms "Landlord" and "Tenant" wherever used in this Lease shall include the successors and assigns of said parties (subject to the assignment provisions hereof), and if either of the parties shall not be a corporation or partnership, said term shall include the heirs, executors and administrators of said party, wherever the context requires or permits of such herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and said assigns of the parties in the same manner as if they were expressly mentioned. The term "Tenant" as used in this Lease shall include all business entity signatories hereto as tenants, and, if there be more than one tenant, their obligations hereunder shall be joint and several. The term "Landlord" as used in this Lease means only the owner for the time being of the Premises, so that in the event of any sale of the Premises, Landlord shall be and he hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, it being understood and agreed that the purchaser has assumed and agreed to carry out any and all obligations of Landlord hereunder.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the Execution Date.

**LANDLORD**

WITNESS:

City of Cranston, Rhode Island

\_\_\_\_\_

By: \_\_\_\_\_ Date

Title:

**TENANT**

WITNESS

Chapel View Associates, LLC

\_\_\_\_\_

By: \_\_\_\_\_ Date

Title:

#50747960

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**EXHIBIT A**

**Legal Description of Premises**

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF SOCKANOSSETT CROSS ROAD IN THE CITY OF CRANSTON, COUNTY OF KENT, AND STATE OF RHODE ISLAND IS HEREIN BOUNDED AND DESCRIBED;

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL SAID POINT BEING THE INTERSECTION OF THE EASTERLY STREET LINE OF POWER ROAD AND THE SOUTHERLY STREET LINE OF SOCKANOSSETT CROSS ROAD;

THENCE PROCEEDING SOUTH 39°13'40" EAST ALONG THE SOUTHERLY STREET LINE OF SAID SOCKANOSSETT CROSS ROAD A DISTANCE OF EIGHTY SEVEN AND 80/100 987.80') FEET TO A POINT;

THENCE PROCEEDING SOUTH 50°46'24" WEST A DISTANCE OF ONE HUNDRED NINETY ONE AND 04/100 (191.04') FEET TO A POINT;

THENCE PROCEEDING NORTH 39°12'51" WEST A DISTANCE OF FIFTY FOUR AND 77/100 (54.77') FEET TO A POINT ON THE EASTERLY STREET LINE OF POWER ROAD, BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE CITY OF CRANSTON ASSESSOR'S PLAT 14 LOT 13;

THENCE PROCEEDING NORTH 27°45'57" EAST ALONG THE EASTERLY STREET LINE OF SAID POWER ROAD A DISTANCE OF SEVENTEEN AND 03/100 (17.03') FEET TO A POINT AT THE BEGINNING OF A CURVE;

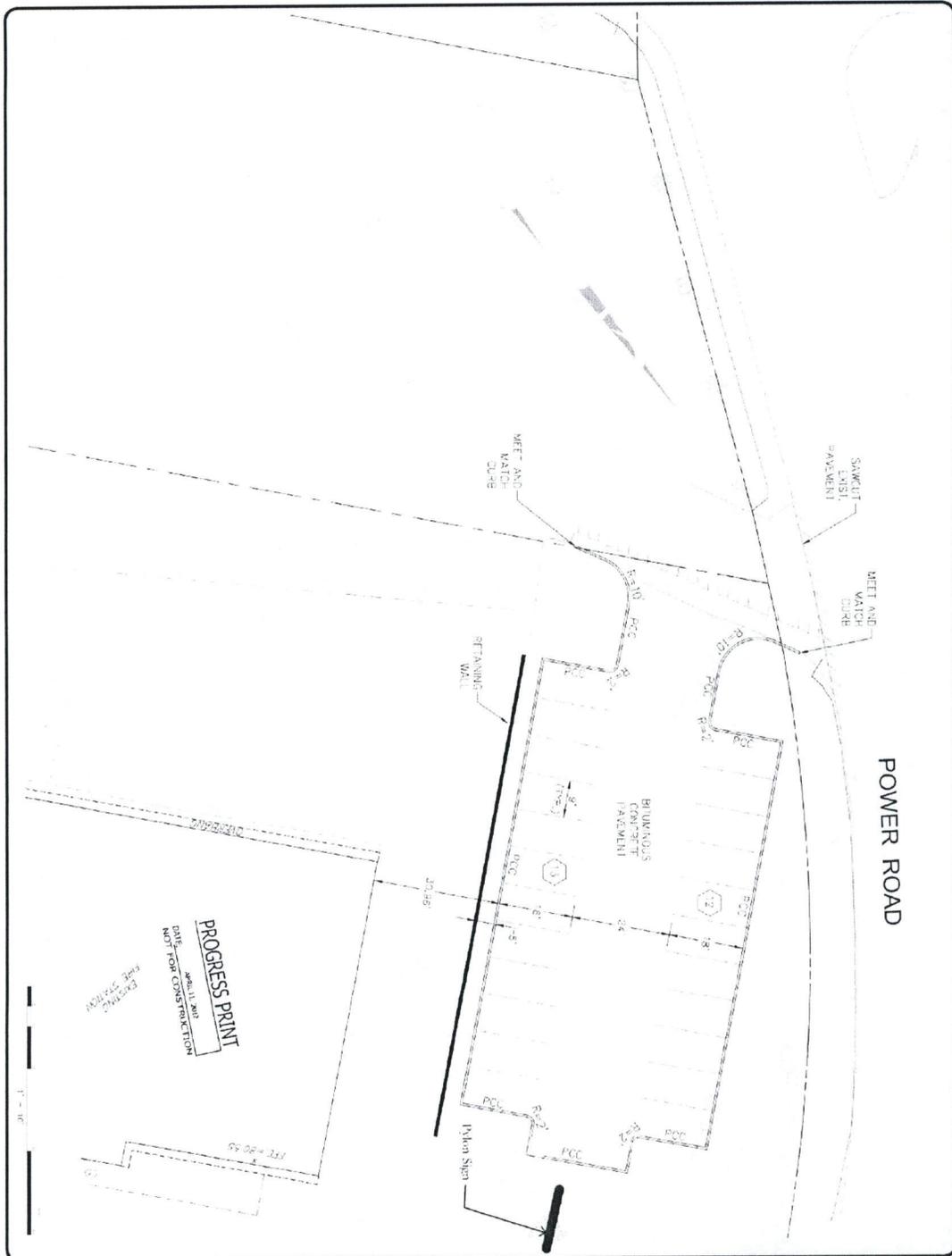
THENCE PROCEEDING IN A CLOCK WISE DIRECTION ALONG THE ARC OF SAID CURVE WITH A RADIUS OF FOUR HUNDRED EIGHTEEN AND 00/100 (418.00') FEET AND A DELTA ANGLE OF 24°29'31" A DISTANCE OF ONE HUNDRED SEVENTY EIGHT AND 68/100 (178.68') FEET TO THE POINT AND PLACE OF BEGINNING, THE LAST HEREIN DESCRIBED COURSE RUNS ALONG THE EASTERLY STREET LINE OF SAID POWER ROAD.

SAID PARCEL CONTAINS 15,122 SQUARE FEET MORE OR LESS.

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**EXHIBIT B**

**Site Plan**



<b>2</b>	JOB NO. 14-12		DESIGNED BY: LSA
	DRAWN BY: LSA		CHECKED BY: LSA
SCALE: 1" = 10'		APPROVED BY: LSA	DATE: 6-12-2010
SHEET		OF 3 SHEETS	

**GAROFALO**  
 GAROFALO & ASSOCIATES, INC.  
 CIVIL & STRUCTURAL ENGINEERS/SURVEYORS  
 LAND PLANNERS/ENVIRONMENTAL SCIENTISTS

83 CORLISS STREET  
 P.O. BOX 6145  
 PROVIDENCE, RI 02904  
 TEL. 421-273-6800

Copyright © 2010  
 This drawing and the project it represents are the property of Garofalo & Associates, Inc. and shall remain confidential. No part of this drawing may be used for any other purpose without the written consent of Garofalo & Associates, Inc.

NO.	REVISION	DATE

CONCEPTUAL LAYOUT PLAN  
 FOR  
 A.P. 14, LOT 12  
 SITUATED ON  
 SOCKANOSSET CROSS ROAD &  
 POWER ROAD  
 CRANSTON, RHODE ISLAND  
 PREPARED FOR  
 CHAPEL ASSOCIATES, LLC

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THE CITY OF CRANSTON

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**ORDINANCE OF THE CITY COUNCIL**  
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE  
RI DEPARTMENT OF EDUCATION FOR THE TRANSFER OF OWNERSHIP  
OF CRANSTON AREA CAREER AND TECHNICAL CENTER TO THE CITY  
OF CRANSTON FOR \$3.2 MILLION DOLLARS

No.

*Passed:*

\_\_\_\_\_  
*Anthony J. Lupino, Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

**SECTION 1:** The City of Cranston shall accept transfer of ownership of property, specifically a parcel of land and the improvements thereon at 100 Metropolitan Avenue, from the State of Rhode Island Department of Education to the City of Cranston for three million two hundred thousand dollars (\$3,200,000) (See attached Exhibit A). the City Council of the City of Cranston hereby authorizes, approves, confirms, and ratifies the aforementioned Agreement.

**SECTION 2:** This ordinance shall take effect upon its final adoption.

Positive Endorsement	Negative Endorsement (attach reasons)
_____ Christopher Rawson, Solicitor      Date	_____ Christopher Rawson, Solicitor      Date

Referred to Ordinance Committee July 12, 2012

Sponsored by Mayor Fung

**AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE  
CRANSTON AREA CAREER AND TECHNICAL CENTER**

This Agreement is made and entered into this \_\_\_ day of \_\_\_, 2012, by and between the City of Cranston and Cranston Public Schools ("CPS") and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Board of Regents, the Rhode Island Department of Elementary and Secondary Education (RIDE) and the Rhode Island Department of Administration.

**RECITALS**

WHEREAS, pursuant to the title search (appendix 1), CPS conveyed in fee simple a parcel of land and the improvements thereon at 100 Metropolitan Avenue in the city of Cranston to the State of Rhode Island for the Rhode Island Board of Regents to use for "vocational purposes" (the "Real Property");

WHEREAS, as owner of the Real Property, Rhode Island Board of Regents (in trust for the State of Rhode Island) is responsible for its care and upkeep;

WHEREAS, the Real Property is in need of capital repairs and the Governor's FY 2013 Capital Budget has included appropriations for those capital repairs, to be distributed as follows:

FY 2013	
Within 30 days of execution	\$1,927,417
FY 2014	
August 15, 2013	\$872,583
FY 2015	
August 15, 2014	\$400,000

WHEREAS, CPS operates the Cranston Area Career and Technical Center ("CTC") on the Real Property, though title to the Real Property is held by the Rhode Island Board of Regents (in trust for the State of Rhode Island) is;

WHEREAS, the Rhode Island Board of Regents and the State of Rhode Island through its Department of Administration wish to convey the Real Property to CPS and wish CPS to continue operating a career and technical center on the Real Property;

WHEREAS, the State Properties Committee must approve the transfer of real property from the Rhode Island Board of Regents and the State of Rhode Island to CPS pursuant to R.I. Gen. Laws § 37-5-5; and

WHEREAS, it is in the interest of all parties that the mutually agreed upon

conditions pursuant to which the Rhode Island Board of Regents and the State of Rhode Island transfers the Real Property to CPS be set forth.

### AGREEMENT

NOW, THEREFORE, it is agreed that:

1. Obligations of the Rhode Island Board of Regents

- a. On or before August 15, 2014, the Rhode Island Board of Regents shall grant without recourse to CPS the sum of THREE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,200,000) to be used exclusively by CPS for capital projects identified by CPS in its sole discretion at the Real Property or the appurtenances thereto, including, [but not limited to,] any areas of the Real Property dedicated to activities related to the CTC (the Capital Projects”).
- b. On August 15, 2014, the Rhode Island Board of Regents and the State of Rhode Island shall convey good and marketable title to the Real Property to CPS by such instruments as CPS in its reasonable discretion deems appropriate.
- c. Assuming conveyance as contemplated hereby, the Rhode Island Board of Regents shall have no liability or other lawful responsibility for any and all conditions arising on or from the Real Property after August 15, 2014, except for any liabilities arising from conditions of the Real Property prior to such time.
- d. For so long as CPS operates a career and technical center, the Rhode Island Department of Education warrants that it will allocate to CPS funding through the Carl. D. Perkins Vocational and Education Act of 1998 or similar federal program funding in accordance with the prescribed allocation formula and programmatic requirements set forth in the federal regulations.

2. Obligation of CPS.

- a. CPS covenants that the Capital Projects will be competitively bid in the manner required by the State Purchasing Act, R.I. Gen. Laws §§ 37-2-1, et. seq. CPS further covenants that its bidding specifications for the Capital Project shall require contractors to include the Board of Regents and the State of Rhode Island as insured parties in any and all insurance required from the contractor by CPS. CPS, the Board of Regents, and the State of Rhode Island, through the Department of Administration, will confer and agree upon the insurances to be procured to protect the parties from liability resulting from construction work performed

*By whom is title to be transferred?  
1/25/14*

as part of any Capital Project or Projects. The parties shall also confer and agree on any additional insurance that may be necessary and proper to protect the interests of the parties.

- b. CPS covenants that it will take such steps as are reasonably necessary to accommodate any request by the Rhode Island Board of Regents to audit the Capital Projects.
- c. On August 15, 2014, CPS shall accept title to the Real Property, provided that the Rhode Island Board of Regents shall retain tort liability for any and all property conditions arising on the Real Property until the time CPS accepts ownership of the property.
- d. CPS will continue to operate a career and technical center for so long as future state education aid, School Committee funding, and City of Cranston funding is sufficient for such continuation. In no case will operation of a career and technical center cease before June 30, 2015 at which time a successor School Committee shall exercise authority over educational policy in Cranston.
- e. Any Capital Project or Projects undertaken at the Real Property shall be conducted in conformance with the RIDE 1.0 School Construction Regulations. In addition, the renovation work shall undergo review by the Rhode Island State Building Commissioner's Office and the State Fire Marshall's Office.

- 3. Nothing herein shall be deemed to obligate CPS to use all or any specific part of the Real Property as a career and technical center, and nothing herein shall preclude CPS from using all or any specific part of the Real Property for other educational purposes, provided in either case, CPS operates a career and technical center.

4. Remedies.

- a. In the event that the Rhode Island Board of Regents fails to substantially perform the obligations set forth in Section 1 of this Agreement, this Agreement shall be terminated and shall be of no further force and effect. Moreover, RIDE waives any and all claims, whether at law or in equity, to recover any funds expended or committed to Capital Projects regardless of termination of this Agreement. In the event of termination of this Agreement hereunder, title to the Real Property shall revert to the Board of Regents for Elementary and Secondary Education to be held by the Board on behalf of the State of Rhode Island. CPS shall cooperate in any such conveyance.
- b. In the event that CPS fails to substantially perform the obligations set forth in Section 2 of this Agreement, this Agreement shall be

terminated and shall be of no further force and effect and CPS waives any and all claims, whether at law or in equity, to recover any CPS general funds expended or committed to Capital Projects prior to such termination. In the event of termination of this Agreement hereunder, title to the Real Property shall revert to the Board of Regents for Elementary and Secondary Education to be held by the Board on the behalf of the State of Rhode Island. CPS and RIDE shall cooperate in this conveyance. Notwithstanding anything to the contrary, CPS will not be liable for repayment of the \$3,200,000 referred to in Paragraph 1a of this Agreement so long as CPS has used the funds for capital projects identified by CPS in its sole discretion at the Real Property or the appurtenances thereto and is in compliance with paragraph 2d of this Agreement.

- c. In the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that such matters shall be subject to proceedings before a court of competent jurisdiction within the State of Rhode Island.

5. Complete Agreement.

This Agreement represents the complete agreement of the parties and supersedes all prior agreements and communications. This Agreement may not be modified except by a writing signed by both parties.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

**FOR THE STATE OF RHODE ISLAND and the Rhode Island Board of Regents**

\_\_\_\_\_  
Deborah A. Gist

Commissioner of Elementary and Secondary Education, at the direction of the Board of Regents for Elementary and Secondary Education and as the executive Agent of the Board.

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this \_\_\_\_ day of \_\_\_\_, before me personally appeared Deborah A. Gist, to me known and known by me to be the Commissioner of Elementary and Secondary Education and the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education who executed the foregoing instrument as the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Rhode Island Board of Regents for Elementary and Secondary Education.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Richard Licht, Director  
Department of Administration

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this \_\_\_\_ day of \_\_\_\_, before me personally appeared Richard Licht, to me known and known by me to be the Director of the Department of Administration who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Ronald N. Renaud  
Chair, State Properties Committee

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this \_\_\_\_ day of \_\_\_\_, before me personally appeared Ronald Renaud, to me known and known by me to be the Chair of the State Properties Committee who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island State Properties Committee.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**FOR CITY OF CRANSTON**

\_\_\_\_\_  
Allan Fung  
Mayor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this \_\_\_\_ day of \_\_\_\_, before me personally appeared Allan Fung, to me known and known by me to be the Mayor of the City of Cranston who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the City of Cranston.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

FOR CRANSTON PUBLIC SCHOOLS

*B. CHAIRMANSON?*

\_\_\_\_\_  
Peter Nero  
Superintendent, Cranston Public Schools

PROVIDENCE COUNTY  
STATE OF RHODE ISLAND

In Providence on this \_\_\_\_ day of \_\_\_\_, before me personally appeared Peter Nero, to me known and known by me to be the Superintendent of Cranston Public Schools who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Cranston Public Schools.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

DRAFT

*Chapel View*

*Cranston Fire Station Lease*

*Cranston Finance Committee*

*July 12, 2012*

## LEASE

This LEASE (the "Lease") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Execution Date") between the City of Cranston, Rhode Island, a Rhode Island municipality (the "Landlord") and Chapel View Associates, LLC, a Rhode Island limited liability company (the "Tenant"), upon the terms and conditions hereinafter set forth.

### SECTION 1. INFORMATION AND DEFINITIONS

#### 1.1 Description of the "Premises":

That certain property, being a portion of Assessor's Plat 14, Lot 12, located at the southeast corner of Sockanosset Cross Road and Power Road, in the City of Cranston, Rhode Island, consisting of approximately 15,122 square feet of land, as more particularly described on Exhibit A attached hereto and made a part hereof.

#### 1.2 "Term" of the Lease:

The Term of this Lease shall commence on the Execution Date (the "Commencement Date") and shall expire the day that immediately precedes the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Term").

#### 1.3 "Base Rent":

Tenant shall be obligated to remit Base Rent for the Premises at a rental rate of Ten Thousand Dollars (\$10,000.00) per year for the entire Term.

Tenant shall remit Base Rent, in advance for the entire Term, upon the Commencement Date.

### SECTION 2. REAL ESTATE TAXES

Landlord hereby represents that no real estate taxes levied against the Premises shall be due from Tenant during the Term

### SECTION 3. LEASE OF PREMISES

Landlord, in consideration of the rentals, covenants and agreements to be paid and performed by Tenant as herein provided, hereby demises and leases unto Tenant the Premises described above.

### SECTION 4. PERMITTED USE

Tenant may use the Premises for the parking of passenger automobiles. Any other use of the Premises shall be subject to the prior written consent of Landlord, such consent to be at Landlord's sole discretion.

#### SECTION 5. TENANT IMPROVEMENTS / AS IS DELIVERY

5.1 Tenant shall pay the cost of all Tenant's improvements and alterations to the Premises. Without limiting the generality of the foregoing, Tenant may install paving, underground drainage facilities and lighting on the Premises. Tenant hereby agrees to construct improvements on the Premises in substantial conformance with the Site Plan attached hereto as Exhibit B and the Schedule of Improvements attached hereto as Exhibit C, such improvements to include a wall installed between Tenant's proposed parking area on the Premises and the existing fire station located adjacent to the Premises as shown on such Exhibits.

5.2 Landlord is furnishing the Premises to Tenant in its "as is" condition, without representation or warranty.

#### SECTION 6. TENANT'S OBLIGATIONS/UNDERTAKINGS

Subject to Landlord's obligations as specifically provided for in this Lease, Tenant further agrees that Tenant shall, at Tenant's expense:

6.1 Maintain public liability insurance for injury to persons and property, each in a sum not less than One Million Dollars (\$1,000,000.00) per each occurrence, naming Landlord as an additional insured and unconditionally providing for thirty (30) days advance written notice to Landlord of cancellation/modification; and

6.2 Indemnify, defend and hold harmless Landlord from all liability, loss, cost, expense and damage from and against any and all suits, claims and demands of every nature, including counsel fees, by reason of any damage or injury to any person, property or thing which may arise from or be due to the use or occupancy of the Premises by Tenant or the conduct of Tenant's business or profession or from any activity, work or thing done, permitted or suffered by Tenant in or about the same, unless such suit, claim or demand arises from the negligence, acts or omissions of Landlord or its agents, contractors, invitees or employees; and

6.3 Indemnify, defend and hold harmless Landlord from any and all claims arising from any breach or default on Tenant's part pursuant to the terms of this Lease, or arising from any act or neglect of Tenant or any of the Tenant's agents, contractors, servants, employees or invitees (unless such claim arises from the negligence of Landlord or its agents, contractors, invitees or employees) and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon, and if any action or proceeding be brought against Landlord by reason of such claim, Tenant or its insurer,

upon notice from Landlord, agrees to resist and defend at Tenant's or insurer's expense such action or proceeding by counsel satisfactory to Landlord; and

6.4 Assume all risk of damage, and waive any claim against Landlord, with respect to property in, upon or about the Premises, to whomsoever belonging, waiving all claims with respect to such damage thereof against Landlord and agreeing to indemnify, defend, and save Landlord harmless from and against all loss, cost, damage expense or claims by others (unless due in whole or in part to Landlord's, Landlord's agent's or Landlord's employee's, contractor's or invitee's negligent conduct, intentional acts or failure to act); and

6.5 Pay promptly the entire cost of any work on the Premises undertaken by Tenant, or procure the prompt payment by others, so that the Premises shall at all times be free of liens for labor and materials. Tenant shall cause any such lien to be discharged of record forthwith, by posting a surety company bond or otherwise. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord or Landlord's estate to liability under any lien law; and

6.6 Not cause or permit the presence, use, discharge, disposal, storage, release, or threatened release of any hazardous substances, pollutants or contaminants on or in the Premises or Complex, except in strict compliance with all environmental laws. Tenant shall not do anything affecting the Premises that is in violation of any environmental Law; and

6.7 Promptly pay for the cost of all utilities consumed on the Premises during the Term hereof.

#### SECTION 7. TENANT'S REPAIRS, ALTERATIONS AND SURRENDER

7.1 Except with respect to any repair or replacement that is attributable to or results from the act, failure to act, or negligence of Landlord, its agents, employees, concessionaires, contractors, or licensees, Tenant, at its own expense, shall keep the Premises in good repair and tenantable condition during the Term of this Lease, and shall promptly and adequately repair and/or replace all damage to the Premises. Such repairs and replacements shall be effected with all due dispatch and shall be of good and workmanlike quality and class equal to the original work or installation.

7.2 Tenant, at Tenant's sole cost and expense, shall be responsible for the removal of all trash and rubbish from the Premises.

#### SECTION 8. EMINENT DOMAIN

8.1. In the event that greater than ten percent of the entire Premises or such portion thereof as would deprive Tenant of its business use of the Premises is taken or condemned by any

competent authority for any public or quasi-public use or purpose, or is sold as a result of an impending taking or condemnation (a "taking"), this Lease shall terminate as of the taking upon written notice given by Tenant to Landlord. If a taking relates only to a portion of the Premises and Tenant is not deprived of its business use of the Premises, Landlord shall make any restoration necessary to make the Premises entirely tenantable and the Lease shall continue in force and effect, provided however that Rent and Additional Rent shall proportionately abate for the period from the date of such taking to the date when such restoration shall have been completed by Landlord. In the event of a taking, the entire award shall belong to Landlord with respect to the real property, provided, however, that Tenant may seek restitution for its loss or losses as a tenant.

#### SECTION 9. ASSIGNMENT/SUBLEASE

9.1 Tenant shall not, without prior written consent of Landlord, such consent not to be unreasonably withheld (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the Premises or any part hereof; or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice), to assign this Lease or to sublet any part or all of the Premises for the balance of any part of the Term. Tenant's notice shall include all of the terms of the proposed assignment or sublease, shall state the consideration therefor, if any, and include a complete financial statement of the proposed assignee or sublessee to Tenant. In such event, Landlord shall either: i) approve the assignment or sublease; or ii) disapprove the assignment/, all by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice.

9.2 Notwithstanding anything to the contrary contained herein, upon not less than ten (10) days' prior notice to Landlord (which must include evidence that the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date), Tenant may assign this Lease without need of the prior consent of Landlord (a) in connection with an initial public offering of the stock or like securities of Tenant or its parent, or (b) to any wholly-owned subsidiary or its parent corporation, or to any person or corporation owning 100% of Tenant's stock, or to any company into which Tenant may be merged or consolidated or acquired so long as (i) substantially all the assets then held by Tenant become the property of the continuing entity; (ii) the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date; (iii) there shall be no interruption in the operation of the business in the Premises and (iv) any and all amendments to this Lease are included in the assignment. Notwithstanding anything to the contrary contained herein, upon not less than ten (10) days' prior notice to Landlord (which must include evidence that the net worth of the proposed assignee is at least equal to that of the existing Tenant as of the Execution Date), Tenant may assign this Lease without need of the prior consent of Landlord to a franchisee or licensee of

Tenant so long as the business conducted in the Premises is operated under the guidance of Tenant, and that Tenant remains obligated under the terms and conditions of this Lease.

SECTION 10. LANDLORD'S REMEDIES

10.1 If, at any time subsequent to the date of this lease, any one or more of the following events (an "Event of Default") shall happen, time being of the essence:

10.1.1 Tenant shall neglect or fail to perform or observe any of the covenants or agreements herein contained on the part of the Tenant to be performed or observed and Tenant shall fail to remedy the same within twenty (20) days after receiving written notice from Landlord to Tenant specifying such neglect or failure, or if such Event of Default is of such a nature that Tenant cannot reasonably remedy the same within such twenty (20) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with all due diligence and continuity; or

10.1.2 Tenant's leasehold interest in the Premises shall be taken by execution or by other process of law (not including the consensual granting of a lien on Tenant's property); or

10.1.3 Tenant shall make an assignment for the benefit of creditors which is invoked other than a collateral assignment to a lender or files a petition for federal bankruptcy or state receivership; or

10.1.4 Tenant shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of Tenant or of all or any substantial part of its property; or

10.1.5 A petition shall be filed against Tenant under any law seeking any reorganization, arrangement, readjustment, composition, liquidation, dissolution, stay, injunction or other similar relief under any present or future state statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days, or if any debtor in possession (whether or not Tenant), receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain undismissed or unstayed for an aggregate of sixty (60) days;

Then in any such case, this Lease shall terminate upon the election of Landlord as if such date was the date herein originally fixed for the termination hereof, and Tenant shall then peacefully quit and surrender the Premises to Landlord but Tenant shall remain liable as hereafter provided. All costs and expenses incurred by or on behalf of Landlord occasioned by such Event of Default including, without limiting the foregoing generality, reasonable attorney's fees and other reasonable costs of collection, recovery of possession and the exercise of any right or remedy permitted Landlord hereunder, shall be paid by Tenant.

10.2 Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any time after such expiration or termination, may to the extent permitted by law, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by summary proceeding, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same.

SECTION 11. LANDLORD'S EARLY TERMINATION RIGHT

Landlord may terminate this Lease prior to the end of the Term upon satisfaction of each of the following conditions: (1) Landlord requires the use of the Premises for municipal purposes; (ii) such termination occurs after the first anniversary of the Commencement Date; (iii) such termination shall be effective no sooner than one (1) year after prior written notice to Tenant; and (iv) Landlord reimburses Tenant for the unamortized cost (based upon a 10-year straight line amortization schedule) of all capital improvements made by Tenant at the Premises.

SECTION 12. NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To Landlord:

With a copy to:

To Tenant: Chapel View Associates, LLC  
1414 Atwood Avenue  
Johnston, RI 02919

With a copy to: John J. Bolton  
Hinckley, Allen & Snyder, LLP  
50 Kennedy Plaza, Suite 1500  
Providence, RI 02903

or to such other person or at such other address as either party may hereafter designate by

notice to the other party.

SECTION 13. CAPTIONS

The captions appearing in this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provisions hereof.

SECTION 14. PARTIES AND DEFINITIONS

The terms "Landlord" and "Tenant" wherever used in this Lease shall include the successors and assigns of said parties (subject to the assignment provisions hereof), and if either of the parties shall not be a corporation or partnership, said term shall include the heirs, executors and administrators of said party, wherever the context requires or permits of such herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and said assigns of the parties in the same manner as if they were expressly mentioned. The term "Tenant" as used in this Lease shall include all business entity signatories hereto as tenants, and, if there be more than one tenant, their obligations hereunder shall be joint and several. The term "Landlord" as used in this Lease means only the owner for the time being of the Premises, so that in the event of any sale of the Premises, Landlord shall be and he hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, it being understood and agreed that the purchaser has assumed and agreed to carry out any and all obligations of Landlord hereunder.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Execution Date.

**LANDLORD**

WITNESS:

City of Cranston, Rhode Island

\_\_\_\_\_

By: \_\_\_\_\_ Date  
Title:

**TENANT**

WITNESS

Chapel View Associates, LLC

\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

#50747960

**EXHIBIT A**

**Legal Description of Premises**

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF SOCKANOSSETT CROSS ROAD IN THE CITY OF CRANSTON, COUNTY OF KENT, AND STATE OF RHODE ISLAND IS HEREIN BOUNDED AND DESCRIBED;

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL SAID POINT BEING THE INTERSECTION OF THE EASTERLY STREET LINE OF POWER ROAD AND THE SOUTHERLY STREET LINE OF SOCKANOSSETT CROSS ROAD;

THENCE PROCEEDING SOUTH 39°13'40" EAST ALONG THE SOUTHERLY STREET LINE OF SAID SOCKANOSSETT CROSS ROAD A DISTANCE OF EIGHTY SEVEN AND 80/100 (987.80') FEET TO A POINT;

THENCE PROCEEDING SOUTH 50°46'24" WEST A DISTANCE OF ONE HUNDRED NINETY ONE AND 04/100 (191.04') FEET TO A POINT;

THENCE PROCEEDING NORTH 39°12'51" WEST A DISTANCE OF FIFTY FOUR AND 77/100 (54.77') FEET TO A POINT ON THE EASTERLY STREET LINE OF POWER ROAD, BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE CITY OF CRANSTON ASSESSOR'S PLAT 14 LOT 13;

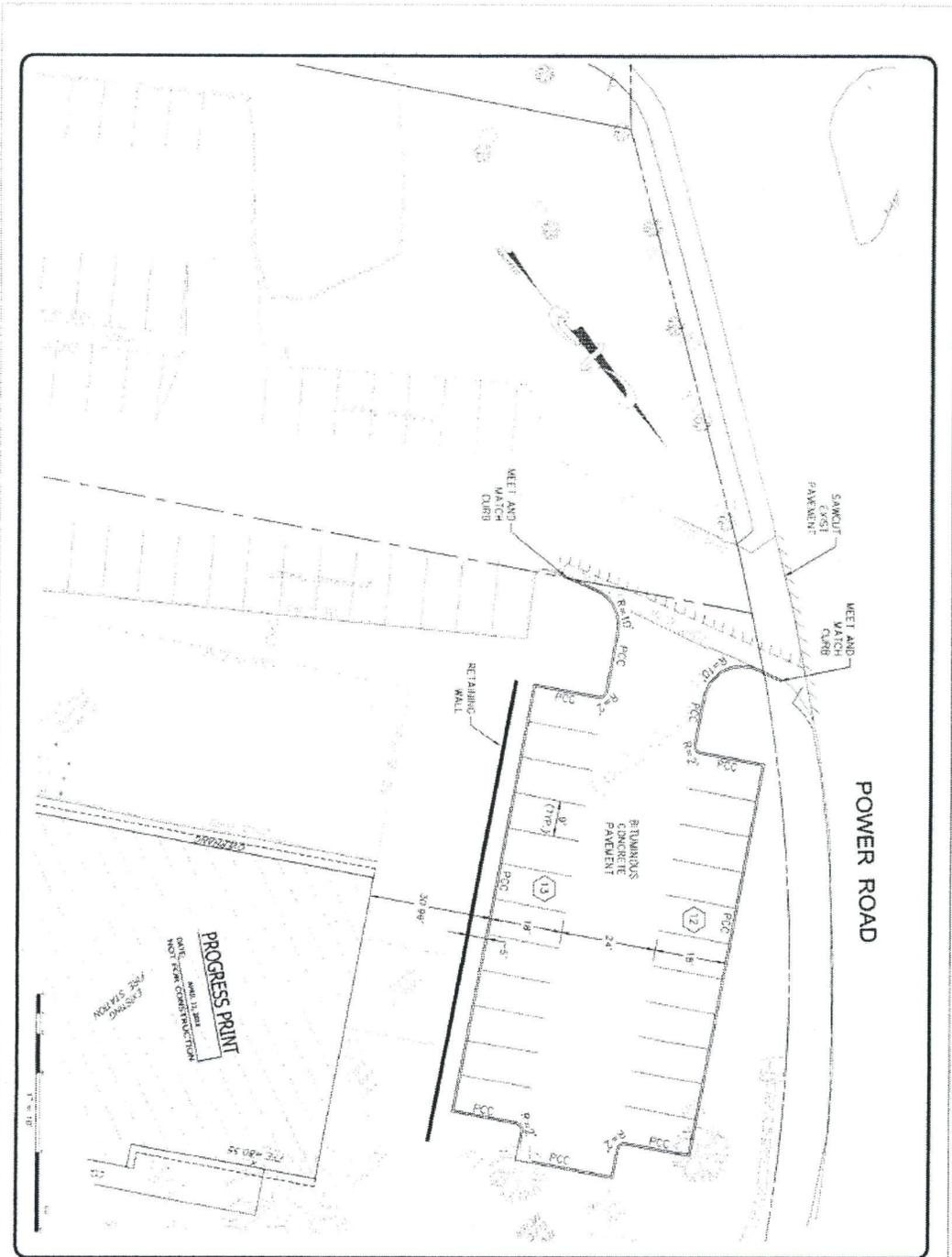
THENCE PROCEEDING NORTH 27°45'57" EAST ALONG THE EASTERLY STREET LINE OF SAID POWER ROAD A DISTANCE OF SEVENTEEN AND 03/100 (17.03') FEET TO A POINT AT THE BEGINNING OF A CURVE;

THENCE PROCEEDING IN A CLOCK WISE DIRECTION ALONG THE ARC OF SAID CURVE WITH A RADIUS OF FOUR HUNDRED EIGHTEEN AND 00/100 (418.00') FEET AND A DELTA ANGLE OF 24°29'31" A DISTANCE OF ONE HUNDRED SEVENTY EIGHT AND 68/100 (178.68') FEET TO THE POINT AND PLACE OF BEGINNING, THE LAST HEREIN DESCRIBED COURSE RUNS ALONG THE EASTERLY STREET LINE OF SAID POWER ROAD.

SAID PARCEL CONTAINS 15,122 SQUARE FEET MORE OR LESS.

**EXHIBIT B**

**Site Plan**



SHEET  
**2**  
 OF 8 SHEETS

**GROFALO**  
 GROFALO & ASSOCIATES, INC.  
 CIVIL & STRUCTURAL ENGINEERS/SURVEYORS  
 LAND PLANNERS/ENVIRONMENTAL SCIENTISTS

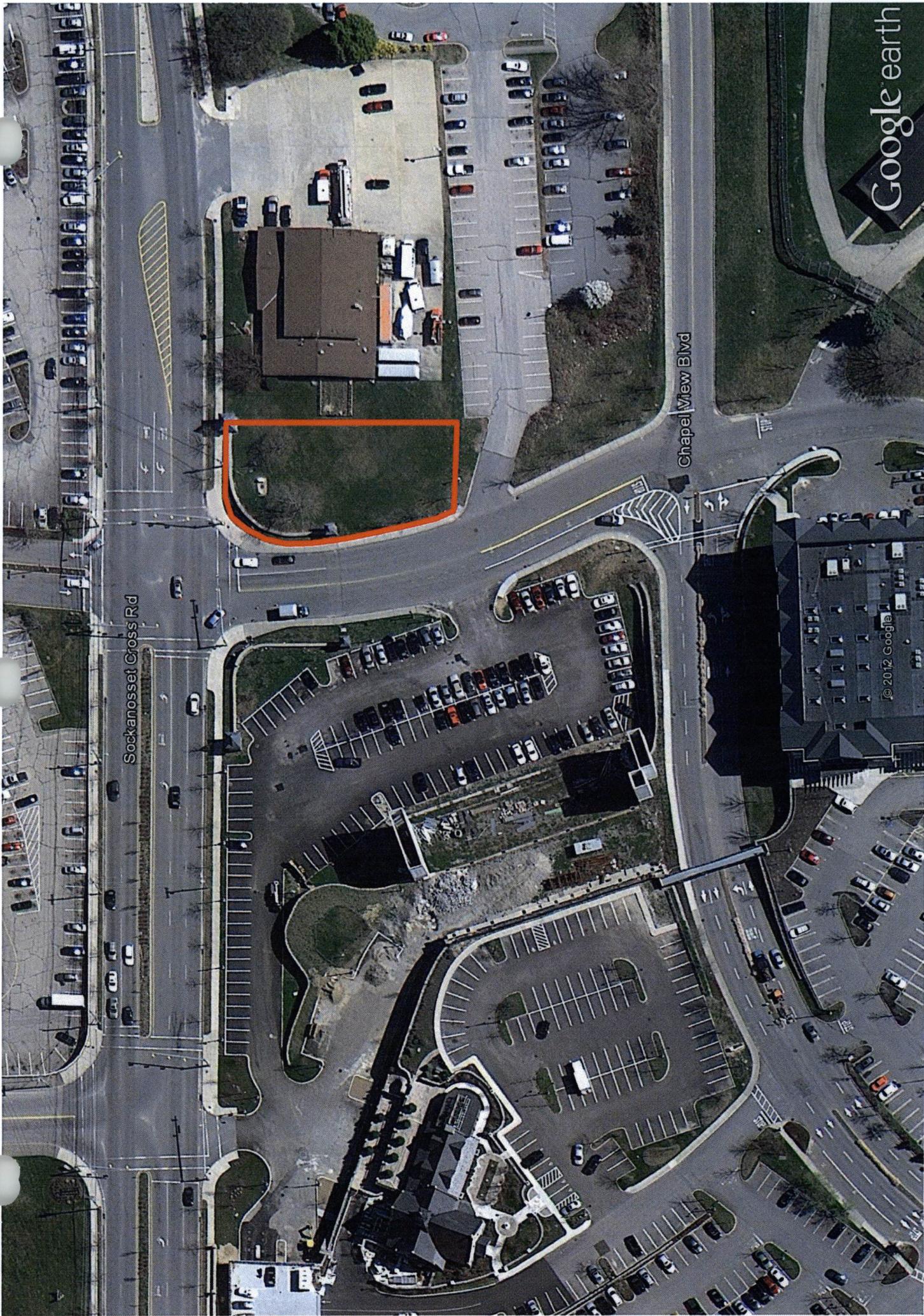
80 CONLINS STREET  
 P.O. BOX 8145  
 PROVIDENCE, RI 02940  
 TEL: 401-477-4066

DESIGN BY: JMS  
 CHECKED BY: JMS  
 DATE: APRIL 11, 2018

NO.	REVISION	DATE

CONCEPTUAL LAYOUT PLAN  
 FOR  
 A.P. 14, LOT 12  
 SITUATED ON  
 SOCKANOSSET CROSS ROAD &  
 POWER ROAD  
 CRANSTON, RHODE ISLAND  
 PREPARED FOR  
 CHAPEL ASSOCIATES, LLC





Sockanosset Cross Rd

Chapel View Blvd

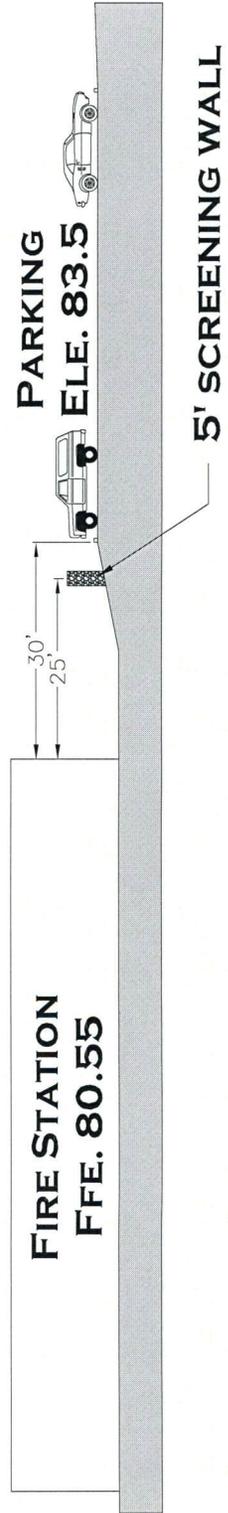
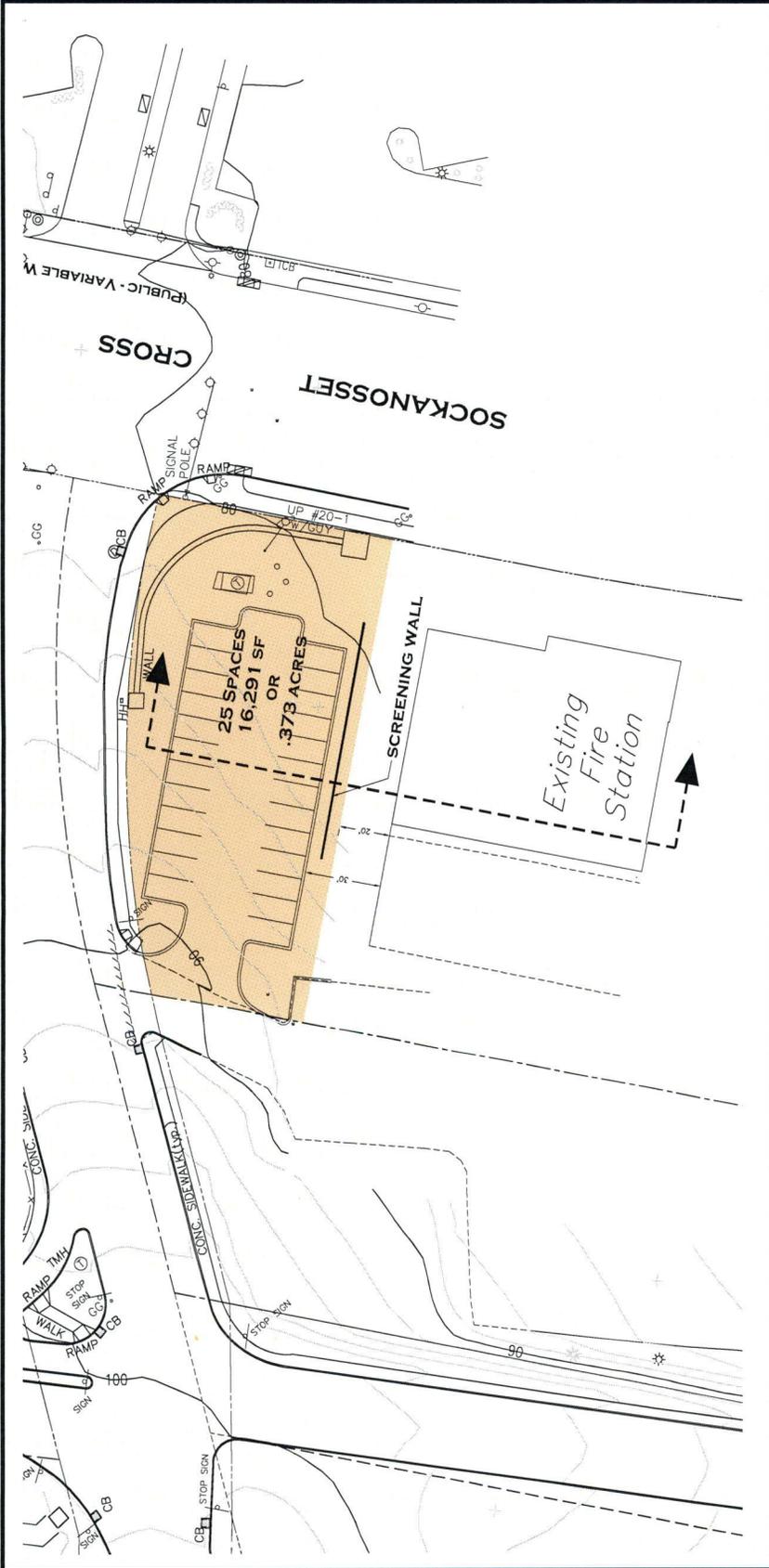
Google earth

© 2012 Google

CONCEPTUAL LAYOUT PLAN  
FOR  
A.P. 14, LOT 12  
SITUATED ON  
SOCKANOSSETT CROSS ROAD &  
POWER ROAD  
GRANSTON, RHODE ISLAND  
PREPARED FOR  
CHAPEL ASSOCIATES, LLC



CONCEPTUAL LAYOUT PLAN  
 FOR  
 A.P. 14, LOT 12  
 SITUATED ON  
 SOCKANOSSET CROSS ROAD &  
 POWER ROAD  
 CRANSTON, RHODE ISLAND  
 PREPARED FOR  
 CHAPEL ASSOCIATES, LLC





CONCEPTUAL LAYOUT PLAN  
 FOR  
 A.P. 14, LOT 12  
 SITUATED ON  
 SOCKANOSSETT CROSS ROAD &  
 POWER ROAD  
 GRANSTON, RHODE ISLAND  
 PREPARED FOR  
 CHAPEL ASSOCIATES, LLC

NO.	REVISION	BY	DATE

**GAROFALO**

LAND PLANNERS/ENVIRONMENTAL SCIENTISTS  
 CIVIL & STRUCTURAL ENGINEERS/SURVEYORS

Garofalo & Associates  
 85 CORLISS STREET  
 P.O. BOX 6145  
 PROVIDENCE, RI 02940  
 TEL. 401-273-6000

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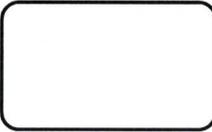
JOB NO. 5603-01  
 DRAWN BY LH  
 CALCULATED BY XXX  
 APPROVED BY [Signature]  
 DATE: JULY 12, 2012

SCALE: 1" = 10'  
 SHEET 2  
 OF X SHEETS



CONCEPTUAL GRADING PLAN  
 FOR  
 A.P. 14, LOT 12  
 SITUATED ON  
 SOCKANOSSETT CROSS ROAD &  
 POWER ROAD  
 GRANSTON, RHODE ISLAND  
 PREPARED FOR  
 CHAPEL ASSOCIATES, LLC

NO.	REVISION	BY	DATE



**GAROFALO**  
 CIVIL & STRUCTURAL ENGINEERS/SURVEYORS  
 LAND PLANNERS/ENVIRONMENTAL SCIENTISTS  
 85 CORLISS STREET  
 P.O. BOX 8145  
 PROVIDENCE, R.I. 02940  
 TEL: 401-273-0000

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JOB NO. 100-01  
 DWG. NO. 100-01  
 PREPARED BY: LHM  
 DRAWN BY: LHM  
 CHECKED BY: XXX  
 APPROVED BY: SRG  
 DATE: JULY 12, 2012  
 SCALE: 1" = 10'

**3**  
 SHEET  
 OF X SHEETS

