



# Ursillo, Teitz & Ritch, Ltd.

*Counsellors At Law*

2 Williams Street  
(at South Main Street)  
Providence, Rhode Island 02903-2918

Michael A. Ursillo \*  
Andrew M. Teitz, AICP \* †  
Scott A. Ritch \* †

Tel (401) 331-2222  
Fax (401) 751-5257  
zoning@utrlaw.com

Troy L. Costa †  
Amy H. Goins \* †  
Peter F. Skwirz \* †  
Admitted in RI\*, MA †

March 1, 2024

**Via Hand Delivery**

Tina L. Mastroianni, City Clerk  
Providence City Hall  
25 Dorrance St.  
Providence, RI 02903

Re: Petition to the City Council for Road Abandonment – Portions of Richmond Street and Elm Street

Dear Ms. Mastroianni:

On behalf of our client, Brown University, enclosed please find a Petition to the City Council to abandon a portion of Richmond Street and Elm Street. Also enclosed is a check in the amount of \$75 representing the filing fee.

Please advise of the hearing date. Thank you for your attention to this matter.

Sincerely,

**URSILLO, TEITZ & RITCH, LTD.**

/s/ Andrew M. Teitz, Esq., AICP

Enclosure

cc: Robert Azar, Deputy Director, Department of Planning & Development

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

2024 MAR -1 P 1: 30

FILED

**CITY OF PROVIDENCE**  
STATE OF RHODE ISLAND

**PETITION TO THE CITY COUNCIL**

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

*The undersigned respectfully petitions your honorable body*

I, Andrew M. Teitz, Attorney for Brown University (“Brown”), hereby petition the City Council to abandon a portion of the streets known as Richmond Street and Elm Street, pursuant to R.I. Gen. Laws § 24-6-1. Brown submits that the portions of such streets that are sought to be abandoned have ceased to be useful to the public, but will serve the public health, safety, and convenience as part of Brown’s existing and planned land and buildings in the Jewelry District, and in particular, the Integrated Life Sciences Building (ILSB) at 233 Richmond Street.

The area of Richmond Street proposed for abandonment is comprised of two blocks located between Ship Street and South Street. The area of Elm Street proposed for abandonment is comprised of two blocks located between Chestnut Street and Eddy Street. The total area of these streets proposed for abandonment contains approximately 43,036 square feet (0.98 acres). The area of the proposed abandonment shall be hereinafter referred to as the ‘Jewelry District Blocks.’ The area of said request is more fully described on the locus map, entitled ‘Streets in the Jewelry District,’ attached hereto as **Exhibit 1**, and the abandonment plan entitled ‘Administrative Subdivision Plan and Street Abandonment,’ attached hereto as **Exhibit 2**.

The proposed street abandonment was specifically contemplated in the Memorandum of Agreement (MOA) between Brown and the City, which was approved by the City Council on October 5, 2023, and signed by Mayor Brett P. Smiley on October 12, 2023. A copy of the MOA is attached hereto as **Exhibit 3**. The MOA provides that Brown shall make certain voluntary payments to the City totaling Forty-Six Million Dollars (\$46,000,000) over a ten-year period. The proposed abandonment serves as one of the conditions to these voluntary payments. Specifically, Paragraph IV of the MOA (pages 2-3) describes the proposed abandonment as the ‘Jewelry District Blocks Conveyance Condition.’

The Jewelry District Blocks have ceased to be useful to the public because, as depicted on Exhibit A, Brown owns all of the land and buildings immediately surrounding the Jewelry District Blocks. Additionally, Brown owns most of the land and buildings within the surrounding area. Brown’s notable holdings in the vicinity of the Jewelry District Blocks include the Warren Alpert Medical School (222 Richmond Street); the Laboratories for Molecular Medicine (70 Ship Street); and additional properties located at 200 Chestnut Street, 300 Richmond Street, and 261 Richmond Street.

Most significantly, Brown’s acquisition of the Jewelry District Blocks will enable the construction of the ILSB, a roughly 300,000 square foot, seven-story building which will provide state-of-the-art laboratory space for researchers in biology, medicine, brain science, bioengineering, public health and other disciplines to work together on pressing health-related issues. The City’s Downtown Design Review Committee (DDRC) granted final design approval for the construction of the ILSB in December 2023. A copy of the DDRC’s written decision, dated December 18, 2023, and recorded on December 19, 2023, is attached hereto as **Exhibit 4**. An easement petition to support construction of the ILSB has also been filed.





**CITY OF PROVIDENCE**  
STATE OF RHODE ISLAND

This abandonment will serve the public health, safety, and convenience because it will enable Brown to construct the ILSB, which will offer researchers the proximity to enable close collaboration with scientists and physicians at Brown's Warren Alpert Medical School, the School of Public Health, the School of Engineering and the University's affiliated hospital partners. Plans for the Jewelry District Blocks, including opportunities for pedestrian-friendly green spaces, will be developed over time in consultation with neighborhood and community partners. Brown's acquisition of the Jewelry District Blocks will ultimately enable Brown to enhance its economic, educational, and non-economic benefits to the City and the community.

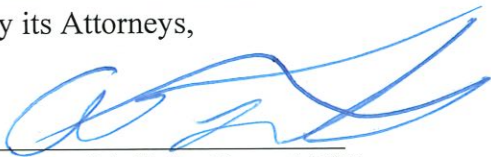
Brown is aware that its acquisition of the Jewelry District Blocks will require careful study and planning related to traffic safety for vehicular and non-vehicular users of these roadways. Brown understands and acknowledges the need for planning and collaboration with the City and other stakeholders and community groups to ensure traffic safety both during and after the construction of the ILSB.

Wherefore, Brown requests that because the Jewelry District Blocks have ceased to be useful to the public, they be abandoned and title be transferred to Brown, pursuant to appropriate publication, notice, and public hearing as mandated by the Rhode Island General Laws. Brown acknowledges that the newly created boundary lines shall be certified to a Class 1 measurement specification pursuant to applicable regulations and further acknowledges that the abandonment shall be recorded through the filing of an administrative subdivision pursuant to the City's regulations. Brown also acknowledges that such abandonment will be subject to water and sewer easements as required, together with any other utility easements that may be necessary.

Thank you for your consideration of this request.

**BROWN UNIVERSITY**

By its Attorneys,

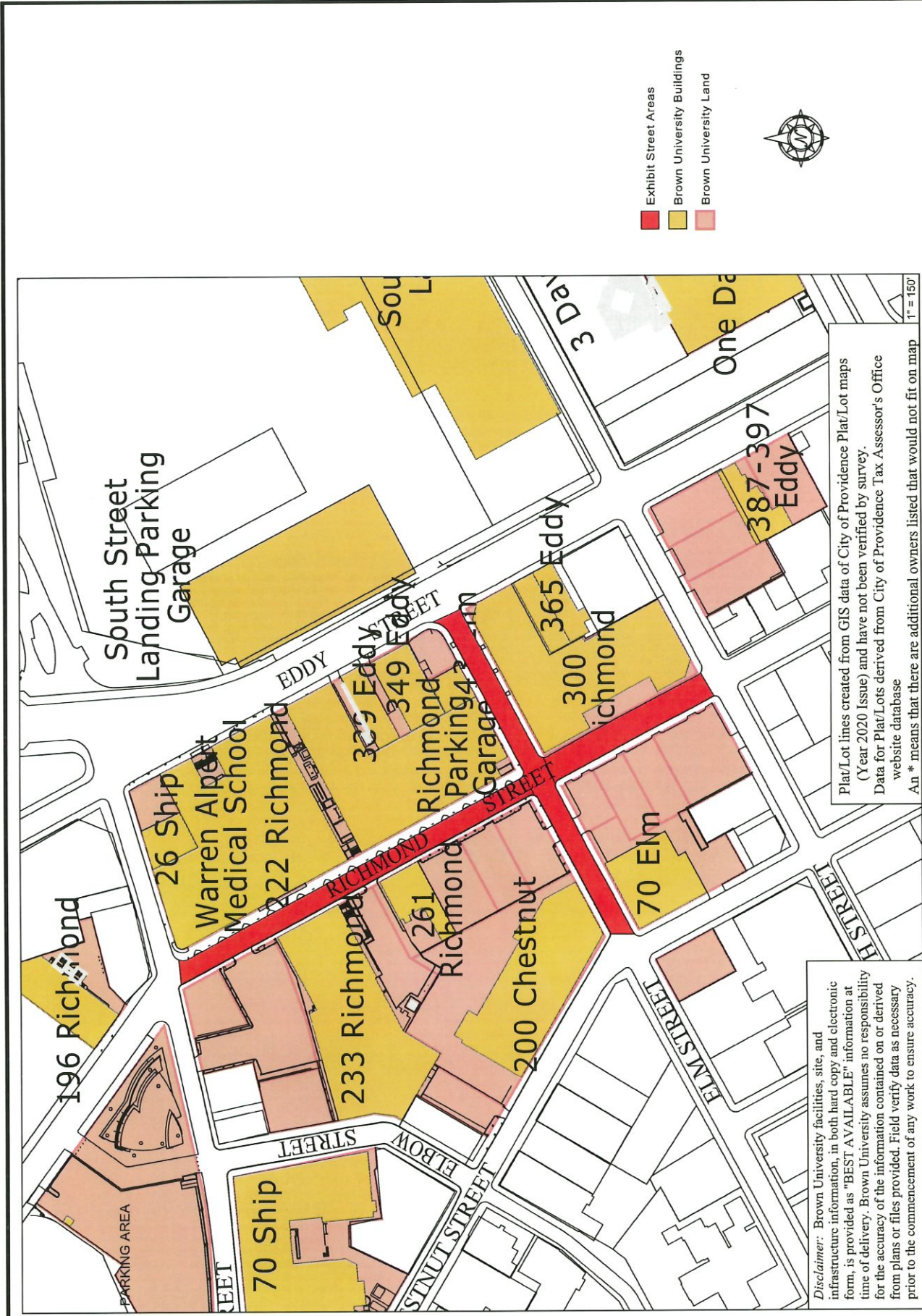


Andrew M. Teitz, Esq., AICP  
**URSILLO, TEITZ & RITCH, LTD.**  
2 Williams St.  
Providence, RI 02903  
401-331-2222  
andyteitz@utrlaw.com



# EXHIBIT 1





- Exhibit Street Areas
- Brown University Buildings
- Brown University Land



Plat/Lot lines created from GIS data of City of Providence Plat/Lot maps (Year 2020 Issue) and have not been verified by survey.  
 Data for Plat/Lots derived from City of Providence Tax Assessor's Office website database  
 An \* means that there are additional owners listed that would not fit on map

*Disclaimer:* Brown University facilities, site, and infrastructure information, in both hard copy and electronic form, is provided as "BEST AVAILABLE" information at time of delivery. Brown University assumes no responsibility for the accuracy of the information contained on or derived from plans or files provided. Field verify data as necessary prior to the commencement of any work to ensure accuracy.





# EXHIBIT 2





1 Cedar Street  
Suite 400  
Providence, RI 02903  
401.272.8100

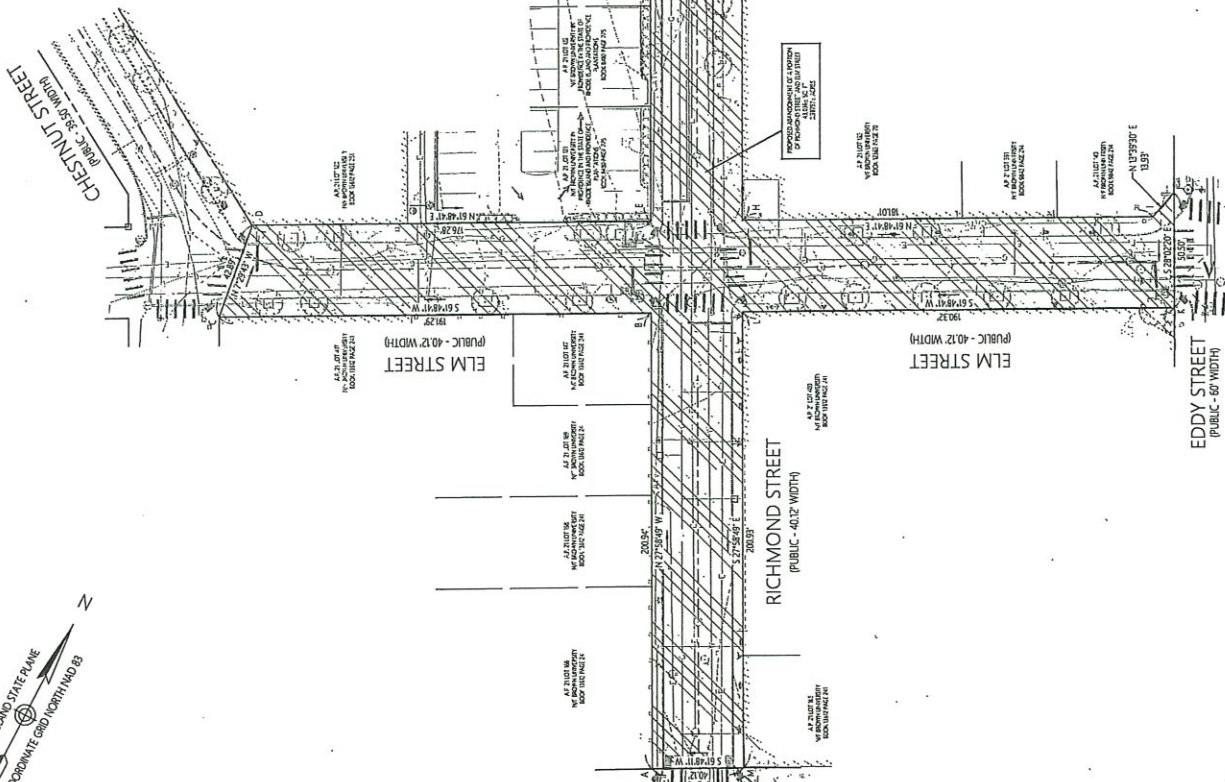
Index By:  
Richmond Street, Elm Street  
Ship Street & Chestnut Street

Plan References

1. PROVIDENCE STREET LINE GRID MAP 47-19
2. PROVIDENCE STREET LINE GRID MAP 47-20
3. PROVIDENCE STREET LINE GRID MAP 48-19
4. PROVIDENCE STREET LINE GRID MAP 48-20
5. PROVIDENCE STREET LINE BOOK 21 PAGES 30-32
6. PROVIDENCE STREET LINE BOOK 33 PAGES 13-18
7. PLAN OF LAND IN PROVIDENCE, R.I. SURVEYED FOR 233 RICHMOND STREET, PROVIDENCE, R.I. BY CAROL ANN CAROLLO FOR CAROLLO & ASSOCIATES, BY WATERMAN INC. CO. SEPT. 1987 REVISED MAY 1988
8. EXISTING CONDITIONS SURVEY FOR A.P. 21, LOTS 132, 141 & 388 RICHMOND STREET, PROVIDENCE, R.I. SURVEYED FOR BROWN UNIVERSITY, SCALE 1"=20' DATE DEC. 31, 2008 BY CAROLLO & ASSOCIATES, INC.

General Notes

1. ALL ELEVATIONS ARE BASED ON N.A.S.D. 1988.
2. THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE LOCATED BY SURVEY AND FIELD INVESTIGATION BETWEEN AUGUST 8, 2022, AND AUGUST 24, 2022, AND DECEMBER 13, 2023 AND DECEMBER 19, 2023.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY BE SUBJECT TO INFORMATION DISCLOSED IN SUCH.
4. THE PROJECT AREA IS WITHIN THE DOWNTOWN DISTRICT (D-1-100) ACCORDING TO THE CITY OF PROVIDENCE BASE ZONING MAP (12/13/2023). THE PROJECT AREA IS ALSO WITHIN THE EDUCATIONAL OVERLAY DISTRICT (E-20) ACCORDING TO THE PROVIDENCE OVERLAY ZONING MAP (12/13/2023).
5. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA. OTHER SERVICES OR UTILITIES NOT SHOWN ARE NOT GUARANTEED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE INDICATED UNDERGROUND UTILITIES.
6. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF PROVIDENCE AS KEPT BY THE WATER DEPT'S RECORDS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY DAMAGE TO SUCH UTILITIES AND TO THE CITY OF PROVIDENCE IN THE EVENT OF CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
7. CROSS-HATCHED AREA (A-B-C-D-E-F-G-H-I-K-L-M-N) INDICATES PROPOSED STREET ABANDONMENT OF A PORTION OF RICHMOND STREET AND ELM STREET. TOTAL SQUARE FOOTAGE=43,058±



Legend

○	RAIN MANHOLE
○	CATCH BASIN
○	SEWER MANHOLE
○	ELECTRIC MANHOLE
○	TELEPHONE MANHOLE
○	MANHOLE
○	HAND HOLE
○	PRE HYDRANT
○	GAS GATE
○	RELAND LIGHT
○	UTILITY POLE
○	UTILITY POLE
○	MONITORING WELL
○	FLOOD LIGHT
○	WELL
○	AND NOT OPEN
○	CONCRETE CURB
○	CONCRETE CURB
○	BITUMINOUS CURB
○	CHAIN LINK FENCE
○	DRAINAGE LINE
○	SEWER LINE
○	UNDERGROUND ELECTRIC
○	TELEPHONE LINE
○	WATER LINE

December 20, 2023

**Brown University**  
Richmond Street & Elm Street  
Providence, Rhode Island

**Street Abandonment  
and Administrative  
Subdivision Plan**

**Sv-1**

Sheet 1 of 1

Project Number  
73350.00

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 45-60C-60-13 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

1. TYPE OF BOUNDARY SURVEY: LIMITED CONTENT BOUNDARY SURVEY
2. OTHER TYPE OF SURVEY: DATA ACCUMULATION SURVEY
3. STATEMENT OF PURPOSE: MEASUREMENT SPECIFICATION
4. TOPOGRAPHIC SURVEY ACCURACY: II

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS: ABANDONMENT OF A PORTION OF RICHMOND & ELM STREETS

BY  
PATRICK W. ACCOURT, P.L.L. #1584  
C.O.A. #62





# EXHIBIT 3



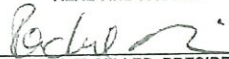

# RESOLUTION OF THE CITY COUNCIL

No. 408

Approved October 12, 2023

RESOLVED, That the Mayor of the City of Providence is hereby authorized by this Council to enter into the attached Memorandum of Agreement (MOA) with Brown University, for a period of 10 years, as presented in Exhibit A attached hereto.

IN CITY COUNCIL  
OCT 05 2023  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 10/12/2023

This confidential draft document is nonbinding and subject to negotiation of a binding agreement with terms satisfactory to all parties, which agreement will not be binding until signed by all parties.

**MEMORANDUM OF AGREEMENT**

by and between the

**CITY OF PROVIDENCE**

And

**BROWN UNIVERSITY**

Dated as of <insert date>, 2023

---

This Memorandum of Agreement (this "Agreement") is entered into by Brown University, an independent, private, non-profit, tax-exempt, Rhode Island institution of higher education established in 1764 by colonial charter and existing pursuant to the laws of the State of Rhode Island, having a mailing address of University Hall, One Prospect Street, Providence, Rhode Island 02912 ("Brown"), and the City of Providence, Rhode Island, a municipal corporation located in the State of Rhode Island, having a mailing address of City Hall, 25 Dorrance Street, Providence, Rhode Island 02903 (the "City").

**I. Introduction**

The parties recognize that Brown provides substantial economic, educational and non-economic benefits to the City and the community. Further, Brown is amenable to working with the City to advance the growth of Brown while simultaneously assisting the City. In entering into this Agreement, the City and Brown acknowledge and agree to their shared interest in promoting economic development, creating jobs, and working collaboratively to increase and improve the prosperity of the City of Providence and the quality of life for its residents.

In recognition of the parties' mutual interests, Brown and the City have therefore entered into this Agreement as follows.

**II. Payments to the City**

Provided that all of the "Conditions to Payment" (as defined in Section III below) have been satisfied and remain satisfied at all times during the term of this Agreement, Brown shall make voluntary payments to the City (in readily available funds) in the total amount of \$46 million over ten years in accordance with the payment schedule provided in the table immediately below. If any of the following dates falls on (a) a Saturday, Sunday, or other legal holiday in Rhode Island, or (b) a day on which banking institutions are authorized pursuant to United States law to close, then the payment may be made on the next succeeding business day:

Date of Payment	Amount of Payment
August 1, 2024	\$6,000,000
July 1, 2025	\$6,000,000
July 1, 2026	\$5,000,000
July 1, 2027	\$5,000,000
July 1, 2028	\$4,000,000
July 1, 2029	\$4,000,000
July 1, 2030	\$4,000,000
July 1, 2031	\$4,000,000
July 1, 2032	\$4,000,000
July 1, 2033	\$4,000,000

**III. Conditions to Payment**

"Conditions to Payment" shall mean, collectively, the following:

1. Year One Condition to Payment: by no later than August 1, 2024:

An extension of the existing license of certain property and parking rights shall have been entered into between the City and Brown as described in Section V below (the "Parking License Condition") and the "Zoning and Associated Conditions" described in Section VI shall have been satisfied.

2. Year Two Condition to Payment: by no later than July 1, 2025:

Title to certain real property in the Jewelry District neighborhood of Providence shall have been effectively conveyed by the City to Brown as described in Section IV below (the "Jewelry District Blocks Conveyance Condition").

3. Additional Conditions to Payment: by the deadlines specified in such sections, or on an ongoing basis, as the language of such sections require:

- A. The "Zoning and Associated Conditions" described in Section VI below shall have been satisfied and shall remain satisfied.
- B. The "Credits Against Payments Conditions" described in Section VI below shall have been satisfied and shall remain satisfied.
- C. The "Legal Compliance Conditions" described in Section VIII below shall have been satisfied and shall remain satisfied.

**IV. Jewelry District Blocks Conveyance Condition**

1. The "Jewelry District Blocks Conveyance Condition" shall mean that the City shall have conveyed to Brown good, clear, record and marketable title to approximately 27,550 square feet of City blocks in the Jewelry District neighborhood of Providence that are bounded on both sides by Brown-owned properties, specifically: two blocks of Richmond Street between Ship and South Streets and two blocks of Elm Street between Eddy and Chestnut Street (the "Jewelry District Blocks Conveyance"). The



blocks to be conveyed by the Jewelry District Blocks Conveyance are depicted on Exhibit A-1 attached hereto. The parties recognize that the conveyance shall require Brown to petition the City Council for an abandonment in accordance with §24-6-1 *et seq.* of the General Laws, and that Brown shall do so at its sole cost and expense. The City's administration shall use best efforts to support Brown's abandonment petition. Brown agrees that, as part of its abandonment petition, it shall agree to grant sewer and water utility easements to the City that relate to and reflect the existing water utilities depicted on Exhibit B-1 and existing sewer utilities depicted on Exhibit C-1, and that the abandonment shall be subject to other utility easements as are acceptable to Brown.

2. Nothing herein shall entitle Brown to the legislative action necessary to meet the Jewelry District Blocks Conveyance Condition, although the City's administration shall make best efforts to support Brown's abandonment petition. If the Jewelry District Blocks Conveyance Condition fails to occur by the date referenced in Section III of this Agreement, it is specifically agreed and understood that the Conditions to Payment shall not be satisfied and that this Agreement, including but not limited to the schedule and amount of Payments to the City, shall be re-open for negotiation and further agreement.
3. Nothing herein shall prevent Brown and the City from completing the legislative action necessary to effect the Jewelry District Blocks Conveyance Condition by date(s) earlier than the Year Two payment date.

#### V. Parking License Condition

The "Parking License Condition" shall mean that the Parking License Agreement entered into between the City and Brown (the "Parking License") as described in the Memorandum of Agreement between the parties dated April 30, 2012, with an initial term of 20 years beginning July 1, 2013 and set to expire June 30, 2033, (a) shall be (and hereby is) extended until June 30, 2053, notwithstanding the notice requirements of Section 1(b) of the Parking License; and (b) that in consideration of the voluntary payments being made by Brown under this Agreement, the City agrees that notwithstanding the provisions of Section 1(c) of the Parking License, Brown shall not be required to pay an Extension License Fee (as defined therein) during such extended term. Further, the City and Brown agree to discuss, as needed, expansion of the physical area of eligibility for the parking spaces provided for in that Parking License in the event parking spaces covered by the Parking License are lost due to the creation of loading zones or other changes implemented by the City. All other terms and conditions of the Parking License shall remain in full force and effect and shall remain unchanged except to the extent they are amended or modified by this Agreement.

#### VI. Zoning and Associated Conditions

The "Zoning and Associated Condition" shall mean that the City has provided Brown with all legislative and administrative actions necessary in order for the following to occur:

1. (a) A bridge to be constructed by Brown over a portion of Elbow Street connecting Brown's Laboratories for Molecular Medicine ("70 Ship Street") to

the proposed Integrated Life Sciences Building (the "ILSB") on the opposite side of Elbow Street, together with sufficient easements (including for air rights, utilities, and communications) with respect to a portion of Elbow Street between Ship and Chestnut Streets to adequately support the construction of such a bridge over that street as described above, by no later than six (6) months from submission by Brown of complete applications and/or petitions therefor.

- (b) Construction of the ILSB, together with sufficient easements (including for utilities and communications) to support the delivery and service needs of those two buildings, by no later than six (6) months from submission by Brown of complete applications and/or petitions therefor, and on an ongoing basis, the City shall regulate traffic movement in that area so as to adequately meet and support the construction, delivery and service needs of the ILSB and 70 Ship, including but not limited to regulating or changing the direction of traffic on Elbow Street and/or other nearby streets. These obligations are independent of those related to the construction of the bridge described in clause (a) of this Section VI.
  - (c) The parties recognize that the conveyance of any such approvals, easements and similar actions by the City may require Brown to petition the City Council and that Brown shall do so at its sole cost and expense, including the cost of notice and newspaper advertising, but that Brown shall not have to pay any other additional amounts for the value of any air rights or easements, including underground easements, or other actions taken by the City, as such costs have been incorporated into the payment schedules herein.
2. Extension of the I-2 Zone to include the Brown-owned parcel on the northeast corner of Power and Brook Streets, by no later than six (6) months from submission by Brown of a complete application and/or petition.
  3. The City will agree to use funds from this Agreement to relocate the Providence Police substation from 172 Cushing Street to some other permanent location, by no later than August 31, 2024.

Nothing herein shall entitle Brown to the legislative or administrative actions necessary to meet the Zoning and Associated Conditions, although the City's administration shall make best efforts to support Brown's applications and/or petitions for the necessary legislative and administrative actions, so long as such support is consistent with the City's Comprehensive Plan. If any of the Zoning and Associated Condition fails to occur by the applicable dates specified above, it is specifically agreed and understood that the Conditions to Payment shall not be satisfied and that this Agreement, including but not limited to the schedule and amount of Payments to the City, shall be re-open for negotiation and further agreement.

#### **VII. Credits Against Payments Condition**

The "Credits Against Payments Condition" shall mean that the City and Brown shall agree to the following terms and conditions of the Agreement:

In entering into this Agreement, the City and Brown acknowledge and agree to their shared interest in promoting economic development, creating jobs, and increasing the base of tax revenue collected by the City. In order to align the joint incentives of both parties to do so, the City and Brown agree to the following "Credits Against Payments Condition":

1. Brown shall be eligible to reduce its annual voluntary payment in each year as provided for in Section II (Payments to the City) by fifty percent (50%) of new tax revenue generated each year through any combination of the following credits:
  - a. New tax revenue to the City generated from development projects generated through substantial and material participation by Brown University, including direct development, provision of land, investment, partnership, leasing of space in a new third party commercial development, and other similar actions by Brown which cause the incremental tax revenue producing development to take place. This credit will be applied in each year that tax revenue from the development project is realized, over the life of this Agreement.
  - b. New tax revenue to the City generated by the return of tax-exempt property owned by Brown University (or an affiliate) to the City's commercial tax rolls. This credit will be applied in each year that tax revenue from the return of tax-exempt property to the commercial tax rolls is realized, over the life of this Agreement. It is understood and agreed that the return of tax-exempt property owned by Brown to the City's residential tax rolls (e.g., transfers of owner-occupied residential homes through the Brown to Brown program) is not eligible for credit.
2. Brown shall be eligible to receive up to 100% credit against its annual voluntary payment in the full amount of direct investments in development projects, including but not limited to workforce housing, childcare and public parks, that are done in collaboration with the City and/or a public or private sector partner so designated by the City. Prior to any agreement to initiate such a project, Brown and the City Administration will consult with the City Councilor in whose Ward the project is proposed to take place. Brown and the City will agree on the amount of the credit prior to the initiation of a project, and credits will be applied in the year that funds are disbursed. If these credits exceed the amount owed under the Agreement in any year, these credits will carry forward to future years.
3. The amount of credits earned will be validated by a third-party accounting firm, selected and paid for by Brown, on an annual basis and prior to the scheduled payment date against which the credits shall be applied. Before the validation is conducted Brown will notify the Mayor's designated representative of the selected third-party accounting firm and provide opportunity for any concerns or objections to that firm to be raised.

#### **VIII. Legal Compliance Condition**

The "Legal Compliance Condition" shall mean that the City shall have caused to occur all legislative and administrative actions necessary under applicable law in order for the



Jewelry District Blocks Conveyance Condition to occur, the Parking License Condition to occur, the Zoning and Associated Conditions to occur, and none of the foregoing shall have been made the subject of any appeal or legal challenge (or if the same shall have occurred, the same shall have been favorably and finally disposed of), or found to be invalid in any legal proceeding, nor shall there be any further administrative or legislative actions to amend, modify, rescind, regulate or restrict the Jewelry District Blocks Conveyance Condition, the Parking License, the Zoning and Associated Conditions, or Brown's rights thereunder.

**IX. Existing Memorandum Unaffected**

The <insert date>, 2023 Memorandum of Understanding (the "MOU") by and amongst the City, Brown, and three other educational institutions remains in full force and effect and is not modified by this Agreement in any way.

**X. Non-Performance, Default, and Remedies**

The parties agree that each shall act in good faith in implementing the terms of the agreement.

If at any time a Condition to Payment is not satisfied, Brown shall have no obligation to make any further payment hereunder.

In the event that either party shall fail to perform fully the obligations contained in this agreement, the other party shall be entitled to fully enforce the outstanding obligations; provided, however, that Brown acknowledges it has no enforcement rights with respect to legislative and/or administrative actions that require the approval of independent municipal bodies of the City.

In the event that the Conditions to Payment have been satisfied and Brown fails to make any payment to the City in accordance with the time frame specified for such payment, the City shall, as its exclusive remedy, be entitled to seek damages in a court of law. There shall be no notice and cure opportunities for Brown with respect to monetary defaults.

In the event that the City breaches any of its material obligations under this Agreement or the Parking License and the City fails to cure any such breach within sixty (60) days from receiving written notice of the same, Brown shall be permitted to terminate this Agreement and no further payments required under the terms of this Agreement shall be due. Upon the City effectuating a cure, the notice of default shall be deemed null and void and this Agreement shall continue in full force and effect.

**XI. Miscellaneous**

The parties agree that this Agreement represents an effort on the part of Brown and the City to address mutual needs and the effect of the same is not intended to nor shall it affect, alter, diminish, or modify the legal status, force, and effect of Brown's tax-exempt status in any way. Nothing in this Agreement shall prohibit or restrict Brown in its right to challenge any attempt to affect, alter, diminish or modify the legal status, force, and effect of Brown's tax-exempt status in any way.

General captions and section titles are for convenience of reference only, and shall not be


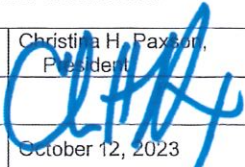
The term "including" shall be interpreted to mean "including, without limitation," unless the context otherwise expressly specifies.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one instrument. Photocopies, facsimile and electronic versions (such as pdf, jpeg, and tif) of this Agreement shall be deemed originals and treated as binding.

This Agreement, including all exhibits attached hereto, together with the Parking License, constitutes the entire understanding and agreement of the parties hereto with respect to the matters hereof and supersedes all prior understandings and agreements in their entirety, if any, there being no other oral or written promises, conditions, representations, understandings, agreements, or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, agreements, or amendments to or modifications of this Agreement shall not be valid and binding upon the parties unless the same shall be embodied in a subsequent writing signed by both of the parties hereto.

Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given when delivered by personal delivery; one (1) business day after being deposited with a nationally recognized overnight courier; or two (2) business days after being deposited in the United States mail, certified, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses set forth in the in this Agreement. All notices or demands sent to the City shall be sent to the attention of the Mayor's Office, with a copy sent simultaneously (in accordance with the methods herein provided) to the attention of the City Solicitor. All notices or demands sent to Brown shall be sent to the attention of the President with a copy sent simultaneously (in accordance with the methods herein provided) to the attention of the General Counsel.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed by their respective duly authorized officers as of the day and year first written above.

THE CITY OF PROVIDENCE		BROWN UNIVERSITY	
By (print):	The Honorable Brett P. Smiley, Mayor	By (print):	Christina H. Paxson, President
By (sign):		By (sign):	
Date:	October 12, 2023	Date:	October 12, 2023

Approved as to form and correctness:

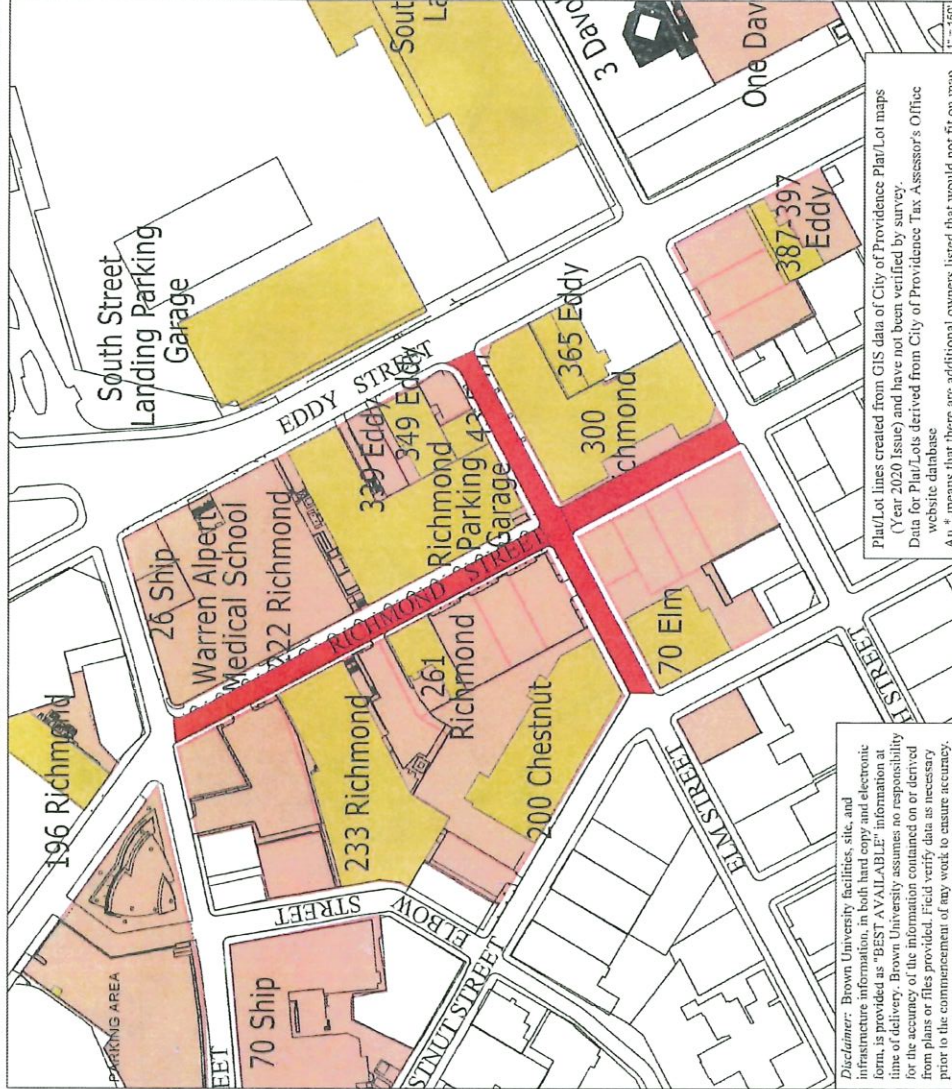
  
\_\_\_\_\_  
Jeffrey Dana, City Solicitor



# Exhibit A-1

Richmond St. Area: 17,368 sq ft  
 Elm St. Area: 10,184 sq ft

- Exhibit Street Areas
- Brown University Buildings
- Brown University Land



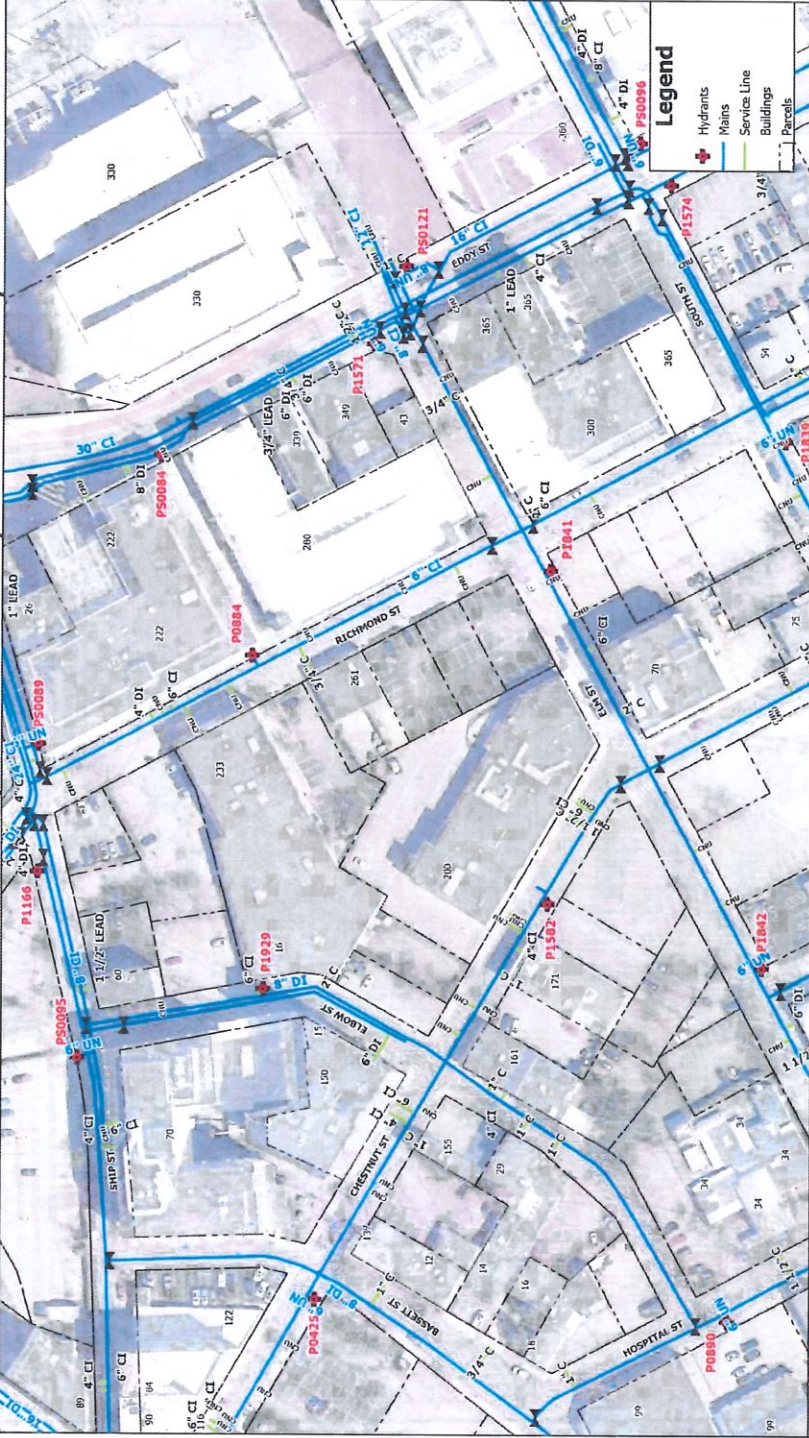
Plat/Lot lines created from GIS data of City of Providence Plat/Lot maps (Year 2020 Issue) and have not been verified by survey. Data for Plat/Lots derived from City of Providence Tax Assessor's Office website database.  
 All \* means that there are additional owners listed that would not fit on map.

**Disclaimer:** Brown University facilities, site, and infrastructure information, in both hard copy and electronic form, is provided as "BEST AVAILABLE" information at time of delivery. Brown University assumes no responsibility for the accuracy of the information contained on or derived from plans or files provided. Field verify data as necessary prior to the commencement of any work to ensure accuracy.




**BROWN**  
 July 15, 2023

# Richmond St: From Ship to South St, Providence, RI Exhibit B-1





**Legend**


- + Hydrants
- Mains
- Service Line
- Buildings
- Parcels



0 100 200 300 US Feet





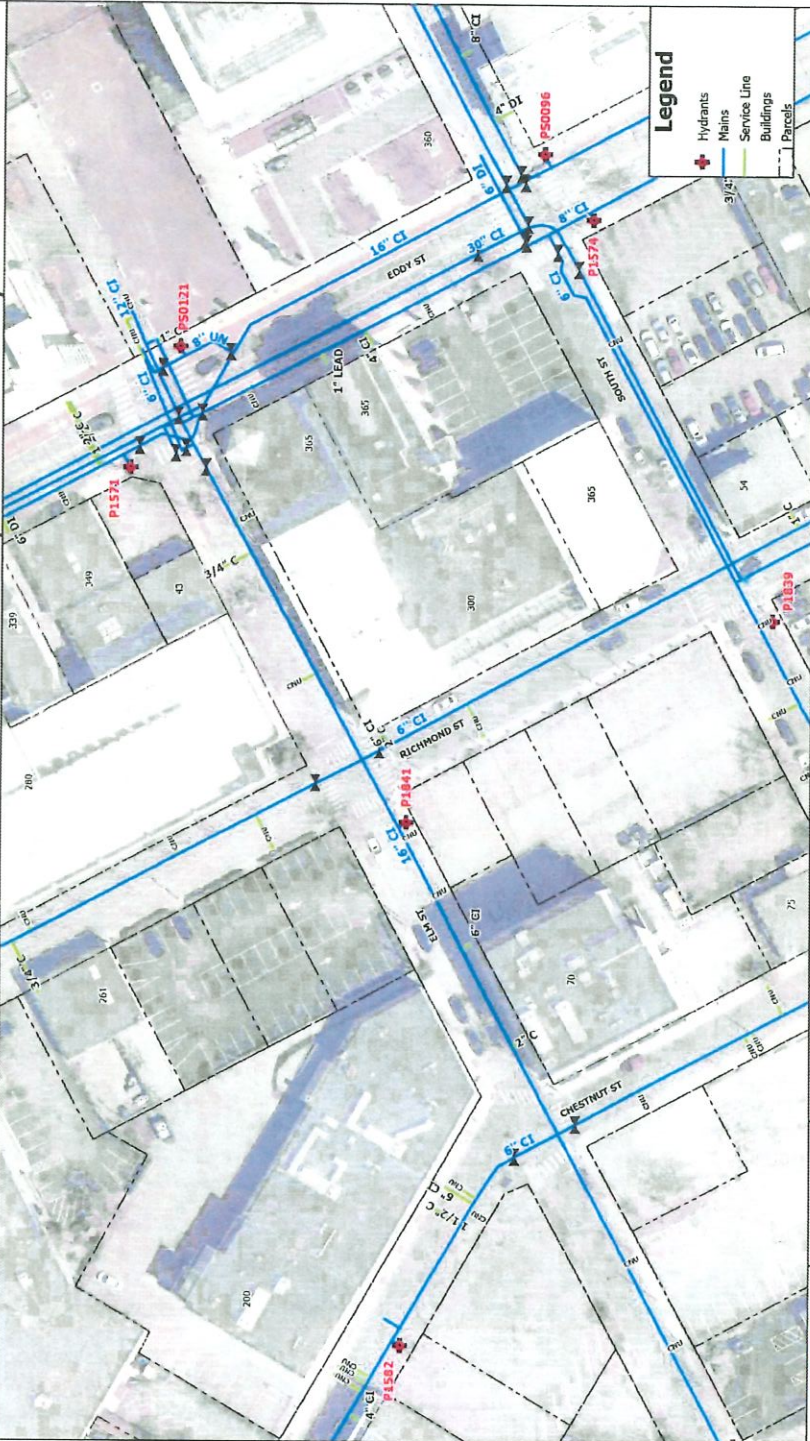



DISCLAIMER: This map does not represent a legal document. Providence Water makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information contained herein. It is provided for informational purposes only.

EXHIBIT B-1 (2/2023)




# Elm St: From Eddy St to Chestnut St, Providence, RI Exhibit B-1







PROVIDENCE WATER  
City of Providence



esri



0 100 200 US Feet



North

DISCLAIMER: This map does not represent a legal document. Providence Water and its employees do not warrant the accuracy, completeness, or timeliness of the information or data. Users of this map are encouraged to verify the information for its fitness for a particular use.

EX-001028 07/2020





**Legend**

**NBC Sewer & Stormwater System**

- NBC- Sewer Manholes
- NBC- Stormwater Manholes
- NBC- Sewer Mains
- NBC- Stormwater Mains

**Providence Stormwater System**

- ▲ Stormwater discharge point
- Stormwater Manholes
- Stormwater Inlets
- Stormwater mains

**Providence Sewer System**

- Sewer Manholes

**Sewer Gravity Mains**

Water Type

- Combined
- Sanitary
- Sewer Inlets
- Sewer Lateral Lines

The information shown on this map is for informational purposes only. It is not intended to be used as a legal document. The City of Providence reserves the right to change the information shown on this map without notice. For more information, please contact the Department of Public Works at (401) 863-3333.



PROVIDENCE, RHODE ISLAND  
**Exhibit C-1**  
 DEPARTMENT OF PUBLIC WORKS





The information depicted on this map is derived from aerial photography, ground surveys, and other data sources. It is not intended to be used for legal purposes. For more information, please contact the Providence Department of Public Works.



PROVIDENCE, RHODE ISLAND  
**Exhibit C-1**  
 DEPARTMENT OF PUBLIC WORKS



# PAYMENT IN LIEU OF TAXES (PILOT)

*Mayor Smiley's Proposed 2023 Agreement  
with Providence's Colleges and Universities*

---

Presentation to the City Council Finance Committee  
9/12/23

# Goals of New Agreement

---

The Smiley Administration worked to negotiate a new agreement with the colleges and universities that:

- Provides significantly more financial support to the City of Providence and the communities that host these institutions.
- Serves as a national model for PILOTs in other communities.
- Recognizes the changing demographics and economic realities of the institutions and the need for mutually beneficial agreements and partnerships.



# The New Agreements

---

- **NEW MOU:** Voluntary 20-year agreements between the City's four institutions of higher education outlining each of their financial commitments. These commitments will consist of the following components:
- **NEW MOA:** An agreement between the City and Brown University (solely) whereby Brown will make additional voluntary payments in the amount of \$46 million over 10 years (2025-2034).

# Total Value over 20-year period

**MOU & MOA: \$223,472,813**

	Combined Prior Agreements	New Agreements	Percent Increase
Voluntary Payments	\$94,006,384	\$223,472,813	138%

- Community Contributions: \$177,472,813
- Total Voluntary Payments & Community Contributions: \$400,945,626
- Total Voluntary Payments, Community Contributions & Commercial Taxes & Transition Parcels: \$443,403,996 (assumes commercial taxes are flat over the 20-year period)

	MOU & MOA	Community Contributions	Commercial Taxes*	Final Transition Parcel Payments	Combined
Brown	\$174,667,789	\$128,667,789	\$33,734,000	\$2,816,811	\$339,886,390
J&W	\$15,211,955	\$15,211,955	\$0	\$459,617	\$30,883,528
PC	\$18,381,113	\$18,381,113	\$2,963,800	\$0	\$39,726,026
RISD	\$15,211,955	\$15,211,955	\$1,375,140	\$109,002	\$31,908,053
<b>Totals</b>	<b>\$223,472,813</b>	<b>\$177,472,813</b>	<b>\$38,072,940</b>	<b>\$3,385,430</b>	<b>\$442,403,996</b>

\*Estimated using current commercial taxes paid over the next twenty years if commercial tax rates will remain the same.

# Total Value Over the 20-year period:

	FISCAL YEAR	MOA	MOU	Annual Total
FY 2022 Payments: \$5,921,423	2024		\$7,000,000	\$7,000,000
	2025	\$6,000,000	\$7,140,000	\$13,140,000
	2026	\$6,000,000	\$7,282,800	\$13,282,800
	2027	\$5,000,000	\$7,428,456	\$12,428,456
	2028	\$5,000,000	\$7,577,025	\$12,577,025
FY 2023 Payments: \$2,295,625	2029	\$4,000,000	\$7,766,451	\$11,766,451
	2030	\$4,000,000	\$7,960,612	\$11,960,612
	2031	\$4,000,000	\$8,159,627	\$12,159,627
	2032	\$4,000,000	\$8,363,618	\$12,363,618
	2033	\$4,000,000	\$8,572,708	\$12,572,708
2034	\$4,000,000	\$8,808,458	\$12,808,458	
2035		\$9,050,691	\$9,050,691	
2036		\$9,299,585	\$9,299,585	
2037		\$9,555,323	\$9,555,323	
2038		\$9,818,094	\$9,818,094	
2039		\$10,112,637	\$10,112,637	
2040		\$10,416,016	\$10,416,016	
2041		\$10,728,497	\$10,728,497	
2042		\$11,050,352	\$11,050,352	
2043		\$11,381,862	\$11,381,862	
<b>TOTAL (2024-2043)</b>		<b>\$46,000,000</b>	<b>\$177,472,813</b>	<b>\$223,472,813</b>

# The New MOU

The MOU is a voluntary, 20-year agreement between the four institutions of higher education (Brown, JWU, PC, RISD) and the City of Providence. There are two primary components of the agreement:

1) **Voluntary payments**- annual cash payments, made by the institutions to the City. The value of these payments increases by (\*see chart)

Years 2-5 = 2%
Years 6-10 = 2.5%
Years 11-15 = 2.75%
Years 16-20 = 3.0%

2) **Community contributions** - are additional, non-cash contributions made by the four institutions to improve our community. Under the new proposed PILOT agreement, these contributions will be tracked and publicly reported in an annual report. The list of these community contributions can include (but are not limited to):

- ✓ Tax revenue generated by commercial leases on properties owned by the institutions.
- ✓ Services provided by the institutions in lieu of the City (e.g., trash removal, snow removal, maintenance and repair of public ways).
- ✓ Scholarships and financial aid provided by the institutions to residents of the City of Providence (including for summer and high school programs).
- ✓ Voluntary contributions to and financial support of K-12 education, including the Providence Public School District, public charter schools serving City of Providence residents, and non-profit organizations supporting K-12 education.
- ✓ Voluntary assistance and services provided to City employees.
- ✓ Voluntary payments to District Management Authorities and similar entities.
- ✓ Voluntary contributions and payments to public spaces, resources and parks and related organizations.
- ✓ Voluntary contributions to and financial support of City and public-serving non-profit organizations.
- ✓ Voluntary contributions or public safety personnel staffing and dedicated space and facilities provided for the exclusive use of the City.
- ✓ In-kind and other forms of non-financial support for programs, services and activities that directly benefit the City of Providence and its residents.



# The New MOA

---

Both Brown University and the City recognize the institution's ability to make greater contributions and the opportunity to work together to advance state and local economic growth goals. As part of this PILOT agreement, the City is proposing entering in a new MOA whereby Brown University will make additional voluntary payments in the amount of \$46 million over 10 years and the City of Providence will support several of Brown's key priorities.

*As part of the MOA, the City agrees to do the following:*

- ✓ Support the transfer of five blocks of public streets to Brown University where there are major facilities on both sides all owned exclusively by Brown University.
- ✓ Extend the previous parking agreement for Brown University faculty and staff.
- ✓ Support changes to improve access, delivery and service to the new Integrated Life Sciences Building property.
- ✓ Support uniformly zoning a Brown-owned parcel (northeast corner of Power and Brook streets) with the rest of the Institutional Zone.
- ✓ Relocate the Providence Police substation from 172 Cushing Street.

*As part of the MOA, Brown's payments can be reduced by the following:*

- ✓ Every dollar of new tax revenue generated by projects in which Brown has substantially and materially participated in will reduce their payment by 50 cents.
- ✓ For every dollar that Brown returns to the commercial tax rolls, the credit value can be reduced to 50 cents.
- ✓ Providing direct investments in development projects, including but not limited to workforce housing, childcare and public parks, that are done in collaboration with the City and/or a public or private sector partner so designated by the City.

# EXHIBIT 4







CITY OF PROVIDENCE  
MAYOR BRETT P. SMILEY

DOWNTOWN DESIGN REVIEW COMMITTEE

December 18, 2023

DDC: 2023359383  
BK: 14033 Pg: 17

APPLICANT/OWNER

Brown University  
PO Box 1913  
Providence, RI 02912

RESOLUTION 23-07

Application 23.27

WHEREAS, the applicant, Brown University (the Applicant), filed an application for Certificate of Design Approval and Waiver with the Downtown Design Review Committee (DDRC) for properties located at Plat 21, Lots 67, 109, 110, 114, 120-124, and 127, also known as 233-261 Richmond Street; and

WHEREAS, the Applicant requested design approval for the construction of a new 7-story, lab and research building on the site, a development incentive in the form of a 30% height bonus (Zoning Ordinance Sections 603 and 1907.F), waivers (Zoning Ordinance Section 1907.E.1) from Zoning Ordinance Section 604, Development Standards, to include Rooftop Mechanical Equipment - Coverage, Setbacks, and Visibility; Curb Cut Width; and Accessory Use Parking, and Waivers from Zoning Ordinance Section 606, Design Standards for New Construction, to include Required Recess Line, Required Build-to Zones, and Required Maximum Distance Between Building Entrances, and a waiver from the Ordinance's requirement that no buildings in the Downtown District be demolished (Zoning Ordinance Section 1907.E.2); and

WHEREAS, on October 16, 2023, the DDRC held a public hearing on preliminary plan approval of the Applicants' requests, and granted the requested demolition waiver, development incentive in the form of a 30% height bonus, waivers from Zoning Ordinance Section 604, Development Standards, to include Rooftop Mechanical Equipment - Coverage, Setbacks, and Visibility; Curb Cut Width; and Accessory Use Parking, and Waivers from Zoning Ordinance Section 606, Design Standards for New Construction, to include Required Recess Line, Required Build-to Zones, and Required Maximum Distance Between Building Entrances, and conceptual design review of the new construction. Subject to certain conditions, including but not limited to, that the Applicant return to the DDRC for a full hearing on final design plan approval (see DDRC Resolution No. 23-07); and

WHEREAS, on Monday, December 11, 2023, the DDRC held a regular meeting to consider final design approval for the proposed new building. The following members were present at the meeting of December 11, 2023: Chille, Michie, Dotson, and Garabedian; and

WHEREAS, at the meeting of December 11, 2023, Attorney Andrew Teitz presented the Application, the testimony of Noah Biklen, architect for the project, and Craig Barton and Paul Dietel, representing the Applicant, who relayed and demonstrated the proposed design changes made to the structures, in response to the DDRC's requests at the preliminary plan stage; and

WHEREAS, the DDRC also heard testimony from members of the public; and

**DEPARTMENT OF PLANNING & DEVELOPMENT**

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903  
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING



WHEREAS, prior to the hearings, the DDRC members individually viewed the site which is the subject of the Application; and

WHEREAS, based upon the evidence presented and the Staff Report, the DDRC made the following findings of fact:

1. The work proposed consists of the new construction of a 7-story, lab and research building, as depicted on the approved plans.
2. The New Construction and the demolition is in accord with the Development Standards set forth in Section 600 of the Providence Zoning Ordinance and the findings of fact of the Preliminary Decision are hereby incorporated by reference.

Based on the above findings of fact, the DDRC voted 4-0 to grant final design approval of the new construction with the following condition:

- i. Any changes to the building design or exterior building materials will need to be submitted for review by the DDRC.

NOW, THEREFORE, BE IT RESOLVED, final design approval IS GRANTED, subject to the above condition.

A copy of the documentation submitted for the execution of the work described herein is hereby made a part of this resolution. Three copies of the final plans have been submitted to be stamped and signed (one copy goes to the Applicant, one copy to the Building Inspector, and one copy is retained in the DDRC files).

As the plans have been approved, the Certificate of Design Approval and a stamped copy of accompanying documentation will be forwarded to the applicant.

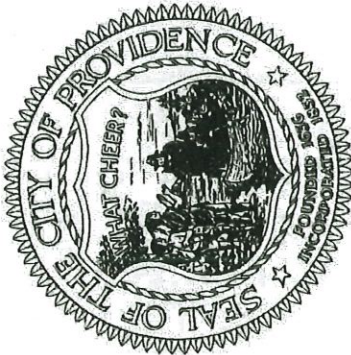
Subsequent to receiving a certificate of design approval and a final approval for demolition, the Applicant shall apply to the Director of Inspection and Standards for building and demolition permits. Such applications shall be made concurrently. The Director will not issue a demolition permit before the complete building permit for the new construction approved by the DDRC has been issued. Foundation permits are not construed to be building permits.

The approval is valid for and the application for a Building Permit shall be submitted within six months from the date of the Resolution. A copy of this resolution has been forwarded to the Office of the City Clerk to be posted for 20 days.

  
Alan Chille, Acting Chair

cc: Andrew Teitz, Esq., Ursillo, Teitz & Ritch, Ltd.  
Craig Barton, Brown University  
Noah Biklen, TenBurke Architects D.P.C.  
Alexis Thompson, Zoning Official, Department of Inspection and Standards  
James Moore III, Director of Inspection and Standards  
City Clerk





PLEASE POST THIS CARD ON THE PROPERTY SO THAT IT IS VISIBLE FROM THE STREET

# CERTIFICATE OF DESIGN APPROVAL

## DOWNTOWN DESIGN REVIEW COMMITTEE

Dept. of Planning and Development, 444 Westminster Street, Providence, RI 02903: (401) 680-8400

Providence  
Received For Record  
DEC 19 2023 02:05 PM  
Document Num: 2023359383  
Jeane Pascone  
Recorder of Deeds

APPLICANT: Brown University OWNER: Brown University  
21/67, 109, 110, 114  
PROPERTY ADDRESS: 233-261 Richmond Street PLAT/LOTS: 120-124, and 127 DRC APPLICATION #: 23.27

SCOPE OF WORK: Demolish the existing structures located at 233 and 261 Richmond Street, and construct a new 7-story, lab and research building on the site, as per final design and plans stamped approved on 12/18/2023 and per DDRR Resolution 23-07. Subsequent to receiving this Certificate, the applicant shall apply to the Director of Inspection and Standards for building and demolition permits.

The Director shall not issue a demolition permit before the complete building permit for the new construction has been issued.

The Downtown Design Review Committee hereby certifies, pursuant to Section 600 of the City of Providence Zoning Ordinance, that the work described herein has been approved. Any conditions of approval have been met or are noted above.

  
Signature of DRC Chair or Staff

December 18, 2023

Date of Issue

**APPROVED**

DRC Stamp  
**DOWNTOWN DESIGN  
REVIEW COMMITTEE**

ALL WORK SHALL BE CARRIED OUT AS SHOWN ON THE APPROVED DRAWINGS AND SPECIFICATIONS ON FILE WITH THE DRC. THIS CERTIFICATE, ALONG WITH ANY DRAWINGS STAMPED APPROVED BY THE DRC, MUST BE PRESENTED TO THE DEPT. OF INSPECTION AND STANDARDS (444 WESTMINSTER STREET, PROVIDENCE) TO OBTAIN A BUILDING PERMIT. CHANGES TO APPROVED PROJECTS AND ANY ADDITIONAL WORK NOT SPECIFICALLY APPROVED HEREIN, MUST BE REVIEWED AND APPROVED BY THE DRC. THIS CERTIFICATE IS VALID FOR SIX (6) MONTHS FROM DATE OF ISSUE.

