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THE CITY OF WARWICK
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. Date

Approved. Mayor

RESOLUTION RELATIVE TO AUTHORIZE THE TAX COLLECTOR OF THE CITY OF WARWICK TO EXECUTE A TAX COLLECTION AGREEMENT WITH THE HOUSE OF HOPE, INC.

WHEREAS: the House of Hope, Inc., is a well-respected and widely recognized public service non-business organization whose mission is to prevent and end homelessness in the State; and

WHEREAS: the House of Hope owns and operates its mission through a dozen properties located throughout the City; and

WHEREAS: the House of Hope operates primarily through grants, donor funds and other government assistance programs to serve its clients; and

WHEREAS: certain provisions of the General Laws provides tax assessment relief for many of the properties owned by the House of Hope in Warwick, but these statutes have particular application requirements which cannot be waived or modified; and

WHEREAS: due to unexpected circumstances, the House of Hope did not apply timely for tax assessment relief even though the properties were eligible for the sought-after relief; and

WHEREAS: the Tax Assessor for the City of Warwick was legally obliged to tax each and every House of Hope property not subject to the benefits of a tax assessment relief program at its full and fair cash value, or at a uniform percentage of its value, not to exceed one hundred percent (100%); and

WHEREAS: the House of Hope has been liable for nearly double the tax payments they would have been charged had they enrolled all their eligible properties in the tax assessment relief program; and

WHEREAS, the Mayor of the City of Warwick was requested to assist the House of Hope to equitably remedy this situation; and

CITY OF WARWICK TAX COLLECTION AGREEMENT

HOUSE OF HOPE, INC. (the "Taxpayer"), a validly existing R.I. non-business corporation, is the owner of certain property identified more specifically as set forth on the attached Exhibit 1 (the "Properties"), which is incorporated herein by reference as if set forth fully herein, which Properties are located within the corporate limits of the City of Warwick ("Warwick") and are subject to local taxes by Warwick, hereby affirms that taxes, plus penalties and interest for the tax year(s) 2010 through June 30, 2016, are valid, due and payable in the total amount of TWO HUNDRED EIGHT THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND FIFTY EIGHT CENTS (\$208,222.58) to Warwick, Exhibit 2, which is incorporated herein by reference as if set forth fully herein.

The Taxpayer further affirms that the entirety of such tax plus interest and penalties continue to accrue by law, constitute and shall remain, a lien on the Properties of the Taxpayer set forth in Exhibit 1, pursuant to the relevant provisions of R.I.G.L. 44-9-1 *et seq.* until said taxes, interest and penalties are paid in full.

The Taxpayer further affirms that Warwick may, pursuant to law, proceed to sell said Properties by public auction at any time pursuant to the provisions of R.I. G.L. 44-9-7 *et seq.*, if Taxpayer is in breach of the terms and conditions of this agreement.

The Taxpayer, in consideration of good and other valuable consideration, the amount and sufficiency of which is determined adequate by the parties to this agreement, and to avoid unnecessary and costly litigation, the uncertainty of which is acknowledged by the parties, now desires to pay the taxes for the year(s) set forth herein, and in accordance with the terms and conditions of this agreement and in accordance with the dictates of Warwick's tax collection requirements, to keep current on taxes as they become due thereafter.

In consideration of the terms and conditions of this agreement, and Taxpayer's continued compliance with said terms and conditions, Warwick agrees to forebear from presently exercising the powers vested in Warwick relative to the sale of Taxpayer's Properties identified previously, herein, due to delinquent taxes, penalties and interest provided that the Taxpayer agrees to timely perform as follows:

1. The taxpayer shall on or before July 15, 2016, make payment in the amount of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00), which amount shall be credited as a payment for the tax year furthest in arrears or as otherwise designated by Warwick.

2. The Taxpayer shall thereafter pay each installment due on or before the payment date as established by the attached Exhibit 3, which is incorporated herein by reference as if set forth fully herein.

3. In consideration of the foregoing, Warwick shall recommend all payments set forth in Exhibit 3 be applied toward fulfillment of the past due amount remaining unpaid after the first installment payment set forth in this agreement and will recommend an abatement to FY2017 and FY2018 taxes be approved by the Warwick City Council during which time all past due amounts must be satisfied in accordance with the payment plan as shown in Exhibit 3. Beginning in FY 2019 and thereafter, tax payments shall be re-established for properties then owned by the Taxpayer based on the then-established property tax assessments. During the payment period, Taxpayer expressly acknowledges, consents and waives any and all rights to appeal the assessed values of the Properties.

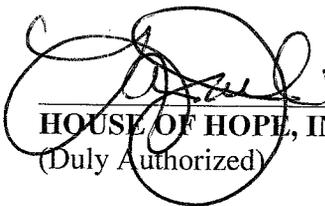
4. Warwick agrees that Taxpayer may prepay any sums due hereunder at any time and agrees to apply the sums paid to any particular property owned by Taxpayer as requested by Taxpayer. Warwick upon request will provide documentation to confirm that the sums were applied to a certain property as requested by Taxpayer.

5. Breach of any of the terms of the above-stated procedure shall result in the automatic termination of this forbearance agreement without notice and it is understood that Warwick may thereafter proceed to exercise any powers of sale and collection provided by law.

In exchange for the foregoing agreement, the parties, by executing this agreement, do hereby release and forever discharge any and all claims, actions, allegations, whether known or unknown, which now or may exist in the future and waive any and all defenses whatsoever, of every and any kind, against each other, where directly existing or existing through an agent, employee, assignee, successor and/or third party, except as it concerns enforcement of the terms of this agreement by either party.

The obligations of the parties to this agreement do not arise until executed in full and delivered, with all conditions precedent perfected.

**Agreed and Acknowledged
HOUSE OF HOPE, INC.**



HOUSE OF HOPE, INC.
(Duly Authorized)

Dated: 8/23/16

NOTARY CLAUSE

State of Rhode Island
County of Kent

In Warwick, on this 24 day of August, 2016, before me, the undersigned notary public, personally appeared Leora J Raza and _____, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was _____, to be the persons whose names were signed on the preceding or attached document in my presence.

Donna Collins Donna Collins
Notary signature MCE: 62925
mycomm-ct 10/8/2016

CITY OF WARWICK

Dated: _____

CITY OF WARWICK
TAX COLLECTOR
(Duly Authorized By PCR-__-16)

NOTARY CLAUSE

State of Rhode Island
County of Kent

In Warwick, on this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____ and _____, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was _____, to be the persons whose names were signed on the preceding or attached document in my presence.

Notary signature MCE: _____

Exhibit 1

HOHCDC Warwick Properties
owned as of December 31, 2015

| PARCEL ID | Property Location Address |
|------------------|----------------------------------|
| 245-0051-0000 | 3192 Post Road (offices) |
| 245-0051-1000 | 3192 Post Road (apartment) |
| 245-0052-0001 | 3188 Post Road (offices) |
| 245-0052-0002 | 3188 Post Road (apartments) |
| 274-0074-0000 | 34-36 West Street |
| 278-0090-0000 | 639 Jefferson Blvd. |
| 278-0092-0000 | 643-645 Jefferson Blvd. |
| 292-0465-0000 | 69 Fair Street |
| 292-0507-0000 | 57 Fair Street |
| 296-0063-0000 | 90-92 Budlong Ave. |
| 296-0128-0000 | 96 Lyman |
| 296-0640-0000 | 126 Phillips Avenue |
| 297-0515-0000 | 165 Pettaconsett Ave. |
| 361-0296-0000 | 42 Haswill Street |
| 361-0299-0000 | 36-38 Haswill Street |
| 361-0300-0000 | 26-28 Haswill Street |

Exhibit 2

House of Hope - past due - interest as of July 1, 2016

| Year | Location | Assessed Owner | Principal | Interest | TOTAL |
|----------------|----------------------|--|----------------------|---------------------|----------------------|
| 2015 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 4,465.40 | \$ 580.51 | \$ 5,045.91 |
| 2014 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 4,316.91 | \$ 1,079.22 | \$ 5,396.13 |
| 2013 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 4,258.81 | \$ 1,575.75 | \$ 5,834.56 |
| 2012 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,572.25 | \$ 1,260.41 | \$ 3,832.66 |
| 2011 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,787.94 | \$ 1,700.65 | \$ 4,488.59 |
| 2010 | 34 WEST ST | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,829.85 | \$ 2,014.78 | \$ 4,844.63 |
| 2015 | 165 PETTACONSETT AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 4,075.30 | \$ 529.81 | \$ 4,605.11 |
| 2014 | 165 PETTACONSETT AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 3,939.78 | \$ 984.95 | \$ 4,924.73 |
| 2013 | 165 PETTACONSETT AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 3,886.76 | \$ 1,438.10 | \$ 5,324.86 |
| 2012 | 165 PETTACONSETT AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 3,729.58 | \$ 1,827.49 | \$ 5,557.07 |
| 2011 | 165 PETTACONSETT AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,878.90 | \$ 1,756.15 | \$ 4,635.05 |
| 2015 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 3,039.88 | \$ 395.19 | \$ 3,435.07 |
| 2014 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,938.79 | \$ 734.70 | \$ 3,673.49 |
| 2013 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,899.24 | \$ 1,072.72 | \$ 3,971.96 |
| 2012 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,929.61 | \$ 1,435.52 | \$ 4,365.13 |
| 2011 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 2,856.94 | \$ 1,742.74 | \$ 4,599.68 |
| 2010 | 126 PHILLIPS AVE | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 3,069.02 | \$ 2,073.10 | \$ 5,142.12 |
| 2015 | 96 LYMAN AVE | FEDERAL NATIONAL MORTGAGE ASSN | \$ 3,752.40 | \$ 471.82 | \$ 4,224.22 |
| 2015 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 10,893.75 | \$ 1,416.18 | \$ 12,309.93 |
| 2014 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 10,531.50 | \$ 2,632.87 | \$ 13,164.37 |
| 2013 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 10,389.75 | \$ 3,844.22 | \$ 14,233.97 |
| 2012 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 11,462.67 | \$ 5,616.70 | \$ 17,079.37 |
| 2011 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 11,178.31 | \$ 6,818.78 | \$ 17,997.09 |
| 2010 | 3188 POST RD | THOMAS WILBUR HOMESTEAD INC | \$ 4,239.46 | \$ 2,907.79 | \$ 7,147.25 |
| 2011 | 3188 POST RD | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 6,184.42 | \$ 3,772.51 | \$ 9,956.93 |
| 2011 | 3192 POST RD | HOUSE OF HOPE COMMUNITY DEVELOPMENT CORP | \$ 5,609.50 | \$ 3,421.81 | \$ 9,031.31 |
| 2015 | 69 FAIR ST | HOUSE OF HOPE COMMUNITY DEVEL CENTER | \$ 6,420.05 | \$ 834.60 | \$ 7,254.65 |
| 2014 | 69 FAIR ST | HOUSE OF HOPE COMMUNITY DEVEL CENTER | \$ 6,206.56 | \$ 1,551.65 | \$ 7,758.21 |
| 2013 | 69 FAIR ST | HOUSE OF HOPE COMMUNITY DEVEL CENTER | \$ 6,123.03 | \$ 2,265.52 | \$ 8,388.55 |
| TOTALS: | | | \$ 150,466.36 | \$ 57,756.22 | \$ 208,222.58 |

Exhibit 3

Payments Schedule

| Loan details | |
|-----------------------------|---------------|
| Loan amount | \$ 108,222.58 |
| Annual interest rate | 12.00 % |
| Loan period in years | 2 |
| Number of payments per year | 12 |
| Start date of loan | 7/1/2016 |
| Optional extra payments | |

| Loan summary | |
|------------------------------|--------------|
| Scheduled payment | \$ 5,094.41 |
| Scheduled number of payments | 24 |
| Actual number of payments | 24 |
| Total early payments | \$ - |
| Total interest | \$ 14,043.32 |

| Pmt. No. | Payment Date | Beginning Balance | Scheduled Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|----------|--------------|-------------------|-------------------|-------------|-------------|----------------|---------------------|
| 1 | 8/1/2016 | \$ 108,222.58 | \$ 5,094.41 | \$ 4,012.19 | \$ 1,082.23 | \$ 104,210.39 | \$ 1,082.23 |
| 2 | 9/1/2016 | \$ 104,210.39 | \$ 5,094.41 | \$ 4,052.31 | \$ 1,042.10 | \$ 100,158.08 | \$ 2,124.33 |
| 3 | 10/1/2016 | \$ 100,158.08 | \$ 5,094.41 | \$ 4,092.83 | \$ 1,001.58 | \$ 96,065.25 | \$ 3,125.91 |
| 4 | 11/1/2016 | \$ 96,065.25 | \$ 5,094.41 | \$ 4,133.76 | \$ 960.65 | \$ 91,931.49 | \$ 4,086.56 |
| 5 | 12/1/2016 | \$ 91,931.49 | \$ 5,094.41 | \$ 4,175.10 | \$ 919.31 | \$ 87,756.39 | \$ 5,005.88 |
| 6 | 1/1/2017 | \$ 87,756.39 | \$ 5,094.41 | \$ 4,216.85 | \$ 877.56 | \$ 83,539.55 | \$ 5,883.44 |
| 7 | 2/1/2017 | \$ 83,539.55 | \$ 5,094.41 | \$ 4,259.02 | \$ 835.40 | \$ 79,280.53 | \$ 6,718.84 |
| 8 | 3/1/2017 | \$ 79,280.53 | \$ 5,094.41 | \$ 4,301.61 | \$ 792.81 | \$ 74,978.92 | \$ 7,511.64 |
| 9 | 4/1/2017 | \$ 74,978.92 | \$ 5,094.41 | \$ 4,344.62 | \$ 749.79 | \$ 70,634.30 | \$ 8,261.43 |
| 10 | 5/1/2017 | \$ 70,634.30 | \$ 5,094.41 | \$ 4,388.07 | \$ 706.34 | \$ 66,246.23 | \$ 8,967.77 |
| 11 | 6/1/2017 | \$ 66,246.23 | \$ 5,094.41 | \$ 4,431.95 | \$ 662.46 | \$ 61,814.28 | \$ 9,630.24 |
| 12 | 7/1/2017 | \$ 61,814.28 | \$ 5,094.41 | \$ 4,476.27 | \$ 618.14 | \$ 57,338.01 | \$ 10,248.38 |
| 13 | 8/1/2017 | \$ 57,338.01 | \$ 5,094.41 | \$ 4,521.03 | \$ 573.38 | \$ 52,816.98 | \$ 10,821.76 |
| 14 | 9/1/2017 | \$ 52,816.98 | \$ 5,094.41 | \$ 4,566.24 | \$ 528.17 | \$ 48,250.73 | \$ 11,349.93 |
| 15 | 10/1/2017 | \$ 48,250.73 | \$ 5,094.41 | \$ 4,611.91 | \$ 482.51 | \$ 43,638.83 | \$ 11,832.44 |
| 16 | 11/1/2017 | \$ 43,638.83 | \$ 5,094.41 | \$ 4,658.02 | \$ 436.39 | \$ 38,980.80 | \$ 12,268.83 |
| 17 | 12/1/2017 | \$ 38,980.80 | \$ 5,094.41 | \$ 4,704.60 | \$ 389.81 | \$ 34,276.20 | \$ 12,658.63 |
| 18 | 1/1/2018 | \$ 34,276.20 | \$ 5,094.41 | \$ 4,751.65 | \$ 342.76 | \$ 29,524.55 | \$ 13,001.40 |
| 19 | 2/1/2018 | \$ 29,524.55 | \$ 5,094.41 | \$ 4,799.17 | \$ 295.25 | \$ 24,725.38 | \$ 13,296.64 |
| 20 | 3/1/2018 | \$ 24,725.38 | \$ 5,094.41 | \$ 4,847.16 | \$ 247.25 | \$ 19,878.22 | \$ 13,543.89 |
| 21 | 4/1/2018 | \$ 19,878.22 | \$ 5,094.41 | \$ 4,895.63 | \$ 198.78 | \$ 14,982.59 | \$ 13,742.68 |
| 22 | 5/1/2018 | \$ 14,982.59 | \$ 5,094.41 | \$ 4,944.59 | \$ 149.83 | \$ 10,038.01 | \$ 13,892.50 |
| 23 | 6/1/2018 | \$ 10,038.01 | \$ 5,094.41 | \$ 4,994.03 | \$ 100.38 | \$ 5,043.97 | \$ 13,992.88 |
| 24 | 7/1/2018 | \$ 5,043.97 | \$ 5,094.41 | \$ 4,993.53 | \$ 50.44 | \$ - | \$ 14,043.32 |