

## **STATE PROPERTIES COMMITTEE**

**Tuesday, February 22, 2005**

**The meeting of the State Properties Committee was called to order at 10:05 A.M. by Chairman Jerome F. Williams. Other members present were, Genevieve Allaire Johnson, Esquire, representing the Department of Attorney General, Mr. Robert Griffith, representing the Department of Administration, and Mr. Thomas Barry. Also present were Messrs Steven Feinberg, Kevin Nelson and William Ferguson, from the Department of Administration; Messrs. Edmund Parker, Paul Carcieri, James O'Connor, William McCarthy, Robert Jackson, and Robert Rocchio, from the Department of Transportation; Deborah George, Esquire, and Messrs. Larry Mouradjian and Joseph Dias, from the Department of Environmental Management; Mr. Joseph Paolino for Paolino Associates and Mr. Michael Voccola, for PRI X, LLC; Thomas Carlotta, Esquire, attorney for the secured creditor of the Lighthouse Inn, Advanced Financial Services; Mr. Jerome Sidio, from the University of Rhode Island; Ms. Stephanie Accetta from Showtime/Blind Decker Productions; Mr. John Castellucci, from the Providence Journal; Mr. Richard Posciuto, from Nextel Communications; and, Mr. Thomas Hodge, from the Auditor General's Office.**

**The Minutes of the meeting held on February 8, 2005 were approved. Ms. Genevieve Allaire Johnson abstained from voting since she was not present at that meeting.**

**ITEM A-1 - DEPARTMENT OF ENVIRONMENTAL MANAGEMENT –A request was made by the Department for approval and signatures on**

**Assignment and Assumption Agreement for the assignment of the Lease for the Lighthouse Inn property in Galilee between the Department and PRI X, LLC.**

**The Department was requesting approval and signatures on Assignment and Assumption Agreement between the Department and PRI X, LLC in connection with the Indenture of Lease for Lots 118, 119 and 120 in the Port of Galilee dated October 16, 1990 which was assigned to Galilee Hotel Associates on May 21, 2002. Galilee Hotel Associates was the subject of bankruptcy proceedings and the assets, including the Lease were sold. PRI X, LLC has a contract to purchase the hotel and requests that the Lease be assigned. They intend to continue to operate the hotel and parking lot under the same terms and conditions as the original Lease. The Chair, Mr. Williams stated at the last meeting the documents had been received just prior to the meeting, and he asked Ms. Allaire Johnson if she had been able to review the documents that were before the Committee today. Ms. Allaire Johnson stated she had not received anything additional since the last meeting in terms of documents. What the Committee has in front of them today is just what was brought before the Committee on February 8. There have been no changes since the last meeting.**

**The Chair, Mr. Williams stated, parking is a critical issue for the State, to make sure that it is up and running for the Season, which is fast approaching and asked for a timeline of what will be happening.**

**Mr. Voccolla stated the parking lot will be open and ready to do business as soon as practicable, probably dovetailing with the same**

schedule as the DEM lot next door. He said that following the closing of this transaction, the developing team will visit the hotel, do a complete inventory of the assets that are there and those that need to be replaced, do a capitalization plan, a re-construction plan and implement that, so that the property will be ready to open for business Memorial Day weekend, or slightly before that. The hotel's operating schedule will dovetail that of the Ocean Rose Inn, which the principals of PRI X, LLC also own and operate in Narragansett. The plans call for dramatic curbside appeal, a replacement of the existing shingles, painting of the front building, removal of all the wall mounted lights and doing additional landscaping, signage improvements, cleaning of the common areas, and painting and refurbishing of the guest rooms on an ongoing basis. As it stands now, the property, all 100 rooms, and the function space will be open no later than Memorial Day weekend. The Chair stated, noting that the documents have not changed, inquired if the ownership structure within PRI X, LLC is the same. There have been no changes since in the ownership or to the documents relative to the assignment. Mr. Griffith asked, regarding the ownership structure, in addition to Mr. Joseph Paolino, the other member is Ms. Elizabeth Procaccianti, is that correct. He asked what the relationship between Ms. Procaccianti and the Procaccianti that is prominently featured in the newspaper today and the purchase of the Weston and was told that the relationship is brother and sister. Ms. Procaccianti is the Chief Operating officer of the Procacciani Group and oversees the daily operations of the hotel component of the company and will oversee

the daily operations of the Lighthouse Inn, the Ocean Rose and the other 27 hotels operated across the Country.

Ms. Allaire Johnson stated her understanding was that Mr. Paolino was also involved and since she was not at the previous State Properties Committee meeting, asked if she could get an explanation.

PRI X, LLC is comprised of two partners, Mr. Joseph Paolino and Ms. Elizabeth Procaccianti each of whom own a fifty (50) percent interest. There are no other partners or percentage. The liquor license will be held in the name of PRI X Beverages, LLC, which is a license holding component. That too, is owned by Mr. Joseph Paolino and Ms. Elizabeth Procaccianti, each of whom own a fifty (50) percent interest.

There are no other partners. The structure of PRI X Beverages Services and PRI X, the Assignee, are identical.

Ms. Allaire Johnson stated she had previously reviewed the documents and they are not complicated documents, just an assignment at this point. She went on to say that she understands at a future point there may be some request to change what exists, but currently it is merely an assignment of the existing Lease. She stated, the documents themselves, she has no problem signing off as to the form. Ms. Allaire Johnson stated she does not know if she is comfortable signing off on anything other than as to form on behalf of the Attorney General's Office, because she has some concerns about the Procaccianti Group's involvement, in light of the fact, as alluded to by Mr. Griffith, that there are issues that have come up with the State dealing with that particular group. Mr. Voccola stated that Ms. Elizabeth Procaccianti is the sister of James. She never borrowed

money from a RISDIC-insured institution. He went on to say she is not a party to the media frenzy and is an entirely different person, who happens to have the same last name. Mr. Joseph Paolino stated that this project is an asset of the Bankruptcy Court and is a procedural matter for PRI X to assume the Lease. He stated he worked with the bank and asked the Procacciani Group to be a part of this. He stated the reason being that they own two hotels in that area, the Holiday Inn and Ocean Rose Inn. Mr. Paolino stated the reason the hotel has failed is because there has not been good professional hotel management in place, and when there is an operator who already has an existing hotel in that immediate area, there is a sharing of management, staff, housekeeping and a number of the amenities that normally go along with the hotel. Mr. Paolino said this is more than a regular issue of a transfer; this is an asset of the Bankruptcy Court and if the papers are in order, he would be hopeful that the Committee would follow along procedurally to transfer the Lease to PRI X, LLC to get it going. He went on to say that he would not invest any money until approval is received.

The Chair, Mr. Williams commented relative to the issue being brought up about the Procaccianti Group, and the funds owed to the State. Mr. Williams stated, if there were funds owed to the State by the group and if the Committee were looking at approving something with the Chief Operating Officer of the Procaccianti Group, who is a partner in this, he would not vote to approve. With the settlement that has been reached with the State, he now does not have an objection. He stated in his opinion they have been resolved and he has no

problem in moving this forward. Mr. Williams recalled, at the last meeting he made comments relative to the fact that this is an older Lease that is not at fair market value, and at some point the State should look at it as an opportunity to renegotiate that Lease. This is not what is on the table at the present time. Due to the nature of the bankruptcy, what is on the table is an assignment to the purchasers of the Lease. The Chair continued on, stating as in the past, when the other group wanted to refinance they came before the Committee and the Committee was able to renegotiate that Lease as a fair Lease for the State. Mr. Williams stated based on the circumstances today, and based on the fact that the State does have a settlement with the Procaccianti Group, he has no problem with moving this forward. He would recommend that any motion to approve be made subject to the receipt of payment from the Procaccianti Group on Thursday, February 24, 2005. Mr. Griffith stated that was his concern also. He stated that Ms. Allaire Johnson approves as to form and he represents the Director of Administration and approves as to substance, and he certainly associates himself with the comments of the Chairman.

Mr. Paolino said he understands the direction that the Committee is going in and at this time he has no objection to that, but reserves the right to object at a later date because he does not want to be held hostage to a potential partner that he is bringing in to this venture that is going to jeopardize this venture.

Mr. Barry inquired if adequate books and records would be kept on the generally accepted accounting principles of the parking lot and

hotel and it was confirmed that would be done.

Mr. Voccola stated that the Procaccianti Group is not a party to the RISDIC/DEPCO incident. It is personal to James Procaccianti – it does not reflect on the Company, its 4500 employees, its 27 properties or on Ms. Procaccianti, who is the other member with Mr. Paolino in this venture.

Ms. Allaire Johnson referenced the address listed on the Certificate of Disclosure, 1140 Reservoir Avenue and asked if that was the same business address for the group that is involved with the State. Mr. Voccola stated, yes, it is, as well as countless other tenants that have nothing to do with us. Ms. Allaire Johnson stated her point is that there is not “a Chinese Wall, so to speak”, between Elizabeth Procaccianti and the State. She further stated, she understands his comment that she is an individual person, but she feels there is some overlap. Ms. Allaire Johnson reiterated that her vote on this is strictly as to form as to the documents.

Mr. Paolino requested they could get a letter from the State Properties Committee on Thursday stating that this has been finally approved so that they can go forward with the closing and financing. A Motion was made by Mr. Griffith and seconded by Mr. Thomas Barry to approve the request of the Department for approval and signatures on Assignment and Assumption Agreement for the assignment of the Lease for the Lighthouse Inn property in Galilee between the Department and PRI X, LLC, subject to the final payment from the Procaccianti Group to the State to be made on Thursday, February 24, 2005, pursuant to the settlement of outstanding funds

that are due to the State.

**Passed Unanimously**

**OLD BUSINESS –DEPARTMENT OF ENVIRONMENTAL MANAGEMENT – A request was made for final approval and signatures on Consent to Sublease with TCP Communications for sublease between TCP Communications and Nextel Communications.**

**This matter involves a Sublease Agreement between TCP and Nextel Communications to lease space on the telecommunications tower in Gloucester, which land the State leases to TCP. On June 8, 2004, the State Properties Committee approved a Sublease with Nextel Communications on this tower. The approval was subject to the receipt of an amendment to the Sub-lease. The purpose of that amendment was to clarify the fact that there would be no assignments or sub-letting of that Sub-lease without the permission of the State Properties Committee.**

**A Motion was made by Mr. Griffith and seconded by Mr. Barry to approve the request of the Department for final approval and signatures on Consent to Sublease with TCP Communications for sublease between TCP Communications and Nextel Communications..**

**Passed Unanimously**

**2. NEW BUSINESS – Miscellaneous - The next meeting of the State Properties Committee is scheduled to be held on Tuesday, March 8, 2005.**

**ITEM A - DEPARTMENT OF ADMINISTRATION – A request was made**

by the Department for approval to extend License Agreement with Blind Decker Productions, Inc. for use of the Cranston Street Armory.

This is for the extension of the existing License Agreement that was approved by the State Properties Committee August 13, 2004. This License Agreement is for a period of six (6) months under the existing terms and conditions. The Agreement is to use the Cranston Street Armory on a limited basis by Blind Decker Productions, Inc. Blind Decker Productions, Inc. is currently using the facility primarily for storage. That type of use will be maintained, but the Department is looking into expanding the use to include several other activities, including use of the drill shed as a sound stage which, was done in the past by Eagle Beach Productions, which is Michael Corrente's company and more extensive use of the building for construction of sets, prop storage and other related activities. The Department is working on that and hopes to work something out with Blind Decker Productions, Inc. in which case the Department will return within the next month to request approval to expand the terms and conditions of this Agreement. This current License Agreement expired February 10, 2005 and at this time, the Department would like to keep it in place, as is, and is asking for a six (6) month extension. The only change is the change of contact person. Mr. William Ferguson, is now the contact person from the Department. Ms. Stephanie Accetta is the signatory of the License Agreement and a new Certificate of Corporate Authority will be furnished. Ms. Allaire Johnson stated that when this matter originally began, it was for a short term and this is just a license extension. She stated that the Committee generally

would like a termination clause and there is not one in the License Extension Agreement. She did not recall if there was one in the original document. Ms. Allaire Johnson wanted to bring this to the attention of the Committee, particularly since the Department may return in another month with a new License Agreement.

A Motion was made by Mr. Griffith and seconded by Mr. Barry to approve the request of the Department for approval to extend License Agreement with Blind Decker Productions, Inc. for use of the Cranston Street Armory, subject to receipt of Certificate of Corporate Authority.

**Passed Unanimously**

**ITEM B – DEPARTMENT OF TRANSPORTATION –** A request was made by the Department for conceptual approval to convey property located on Riverside Avenue, Portsmouth.

The Department received a request from Dr. Jeremia J. Lowney, Jr. of Riverside Avenue in Portsmouth who has a riverside cottage that abuts a tract of state-owned land along the river. Dr. Lowney is interested in replacing his ISDS system and identified the State land and asked the Department if it would sell him a portion of the property. The Department discovered that there was a long tract of land of land, approximately 250 feet of riverfront land the State owned. As a result of the Department of Administration's review process, the Department received a copy of a letter from Kevin Nelson who expressed an interest in maintaining river access as well as protecting the scenic setting of the area. Mr. Nelson set up meetings with the Portsmouth Town Manager Robert Driscoll, Ms.

**Lisa Primiano, from the Department of Environmental Management and Coastal Resources Management Council. As a result of those meetings, a proposal was made. There is a small piece of property abutting Dr. Lowney's property. The Department will appraise that and negotiate with Dr. Lowney for the sale of that to accommodate Dr. Lowney's ISDS system. The remainder of the property will be transferred to the Department of Environmental Management with the intention of subsequently transferring the land permanently to the Town of Portsmouth. The Department was looking for conceptual approval to appraise and negotiate with Dr. Lowney for the sale of the small piece of property and to prepare an administrative transfer of the remaining property to the Department of Environmental Management.**

**A Motion was made by Mr. Griffith and seconded by Mr. Barry to approve the request of the Department for conceptual approval to appraise and negotiate with**

**Dr. Lowney for the sale of a portion of property located on Riverside Avenue, Portsmouth and to prepare an administrative transfer of the remaining property on Riverside Avenue to the Department of Environmental Management.**

**Passed Unanimously**

**ITEM C – DEPARTMENT OF TRANSPORTATION – A request was made by the Department for approval and signatures on Supplemental Agreement No. 1, United States Government and State**

**of Rhode Island for lease of land at Quonset Point.**

**At the request of the Department, this item was deferred to March 8, 2005.**

**ITEM D – DEPARTMENT OF TRANSPORTATION – A request was made by the Department for approval and signatures on Temporary Easement Agreement with Gano Holdings LLC in conjunction with Relocated Route 195.**

**This Agreement will allow the Department to access portions of property for work to be performed as part of Contract 9 of the Relocated Route 195 project. This agreement is without payment of monetary compensation. The Department had previously negotiated for this easement area as part of a Memorandum of Understanding pursuant to the Lease of abutting State owned right-of-way. The terms of that agreement abated a portion of the rent due to the State in an amount equal to the amount of compensation that Gano Holdings LLC would have been entitled to receive. Gano Holdings LLC is the owner of the Radisson Inn off Gano Street, opposite India Point Park, Providence and the Department leased an area consisting of 8200 square feet to the owners for parking. In 2001, it was determined that not only did the Department need a portion of the property that they were leasing, but also needed a portion of their property. Since the easement area was never utilized by the Department, Gano Holdings, LLC has agreed to grant a new easement at no additional charge.**

**A Motion was made by Mr. Griffith and seconded by Mr. Barry to approve the request of the Department for approval and signatures**

**on Temporary Easement Agreement with Gano Holdings LLC in conjunction with Relocated Route 195.**

**Passed Unanimously**

**ITEM E – DEPARTMENT OF TRANSPORTATION – A request was made by the Department for conceptual approval of land swap of two State owned parcels of land on East Main Road at Aquidneck Road, Middletown with Bank of America and Ocean State Roasters Plaza for vehicular safety.**

**This is regarding an ongoing project that is taking place on East Main Road in Middletown. A situation arose with access problems at a heavily traveled intersection. In trying to solve those problems, the Department received correspondence from Town representatives and asked the Department to help resolve the problems. The Department was approached by the Town of Middletown to make some access modifications. Those modifications consist of merging two separate driveways into a single combined driveway opposite Aquidneck Avenue, at its intersection with East Main Road. A map and aerial photo were displayed indicating the area. It was formerly the Fleet property, now the Bank of America and the East West Plaza properties. There are two closely spaced driveways that enter the signalized intersection. One of them is not signalized; you cannot signalize both adjacent driveways. There are a number of accidents. That is the logic behind consolidating the driveways. The Director of the Department suggested that a land swap be initiated. The Department would enter into negotiations with the two property owners. The Department proposes to acquire property owned by**

them. In doing so, the Department would be displacing some parking spots, which would be made up in the Department's right of way (depicted in map). The Department will have a Construction Maintenance Agreement drawn up and attached to the Deed, which will make it incumbent upon the current or future property owners to maintain the property. This will be an inconvenience for the owners. As a result of the land swap the owners will get extra parking spots. The Department feels that the extra parking spots will be compensation for the added burden of having them maintain the area. A Motion was made by Mr. Barry and seconded by Ms. Allaire Johnson to approve the request of the Department for conceptual approval of land swap of two State owned parcels of land on East Main Road at Aquidneck Road, Middletown with Bank of America and Ocean State Roasters Plaza for vehicular safety.

**Passed Unanimously**

**ITEM F – DEPARTMENT OF TRANSPORTATION – A request was made by the Department for recession of conceptual approval to convey property located on Cedar Avenue, Assessor's Plat 419, 421 and 422, Jamestown by auction, and approval to convey the property to the Town of Jamestown.**

This is a follow up to the presentation made by the Department on December 7, 2004. At that meeting, the Department advised that it had appraised for full utility land on Cedar Lane in Jamestown. The Department had appraised the property at \$305,000.00 for full utility, no restrictions, open developable. The Department had also explained that the Town had wanted the property as part of their

watershed preservation plan. The Department stated that it was willing to accept \$200,000.00 for the property, now bound with restrictions, essentially an open space use, no development of the property, etc. The Committee deferred action until an appraisal of the property was conducted taking into account the open space restriction. The Town obtained that appraisal and that appraisal was received by the Department in January, 2005. The appraisal cited a value of \$160,000.00 for the property with restrictions. However there were some internal discrepancies in the appraisal, the use of comparables, etc. To correct the appraisal, the value of the property would not exceed \$200,000.00 and it was Department's opinion, that the modification of that appraisal would actually reduce the value below \$160,000.00. The Department's decision was not to revise the appraisal. The Department would not accept less than \$200,000.00. The Department is now requesting permission to convey the property to the Town for \$200,000.00. The Town has reiterated their willingness to buy the property for \$200,000.00.

The Chair Mr. Williams stated he was communicated to by the Town, and they had mentioned their expectation was they needed to get an appraisal and that he corrected them stating the Committee had asked the Department to go back and adjust their appraisal based on the restrictions. The Chair stated when he spoke with the Town, this was after the appraisal was done and they were fairly adamant they wanted to pay \$160,000.00 and the Chair stated he referred them back to the Department.

A Motion was made by Mr. Barry and seconded by Mr. Griffith to

**approve the request of the Department for recession of conceptual approval to convey property located on Cedar Avenue, Assessor's Plat 419, 421 and 422, Jamestown by auction, and approval to convey the property to the Town of Jamestown.**

**Passed Unanimously**

**ITEM G - OFFICE OF HIGHER EDUCATION – URI – Outline of proposed RFP for land leases to University of Rhode Island property and request for permission to issue an RFP for agricultural land leases.**

**The University was requesting that it be allowed to proceed with a bid offering for agricultural land leases. Mr. Sidio, from the University provided a copy of the land Lease and discussion paper which reviewed the primary changes between this Lease that will be going out in 2005 and the previous Lease that was bid in 1998.**

**There were three items that the Committee had raised when the University came before the Committee in September of 2004 and requested a Lease extension of one year that goes to the first of December, 2005.**

**One concern was regarding the Lease escalation clause. The Lease term was for 15 years, with a 10 year initial award and a 5-year renewal. The Lease was modified to a 5 year initial award with two 5-year extensions. This allows URI to renegotiate the terms of the Lease at the 5 year renewal, if appropriate; and this qualifies the farmer for Federal grants to make capital improvements based on the overall length of the Lease.**

**The second issue was incorporation of water withdrawal into the**

**Water Management Plan. A memo has been added to the Water Supply System Management Plan, approved in September, 2004, stating that the water withdrawal allowed by the Leases, and appropriate conservation measures, will be included in the 30 month Interim Report, scheduled for March, 2007.**

**Another issue was meter irrigation water used by the Lessees – a requirement is included in the Lease for a water meter to be installed in the capital construction of the irrigation pond. There is no plan to charge for the water, but URI will monitor withdrawals for water conservation purposes. Charges could be incorporated into the Lease at future renewal periods, of appropriate.**

**Those were the three primary issues that were raised by the Committee. Some of the other changes in the Lease are as follows. Bidder qualifications are changed to require additional experience in agriculture from 2 years to 5 years. Insurance requirements for liability are doubled to meet industry norms.**

**The total parcel acreage is decreased from 212.6 acres in 1998 to 207.5. This reduction reflects the removal of one parcel to provide additional sports fields for student academic and recreational use, and one parcel to provide additional space for parking.**

**The successful bidder for the “P-Series Parcels” is required to build an irrigation pond or well, and related facilities, rather than feed the irrigation system from the current “in-stream” method.**

**The bidders for the “K-Series parcels” provide a cost to maintain the 20 acres that make up the old May Farm, which is one of the parcels withdrawn from the lease, and put back into student athletic use. The**

**cost of the maintenance is deducted from the bid lease cost of K1 to determine the successful bidder.**

**Parcel K2 is required to be provided to URI each summer with an acceptable crop to play youth soccer. This area is satisfactory to meet known major community soccer requests. Another provision allows URI to negotiate with the Lessees for additional acreage, if necessary.**

**The Lease allows URI to negotiate directly with the Lessees for a favorable cost for turf when needed by the University. This provision is subject to the oversight and management of State Purchasing.**

**A Motion was made by Mr. Barry and seconded by Mr. Griffith to approve the request of the Office of Higher Education, URI for permission to issue an RFP for agricultural land leases.**

**Passed Unanimously**

**ITEM H – DEPARTMENT OF ENVIRONMENTAL MANAGEMENT – A request was made by the Department for approval and signatures on Conservation Easement with the Aquidneck Land Trust on land located on Valley Road and Green End Avenue, Middletown.**

**This is a Conservation Easement with the Aquidneck Land Trust over land known as the FM Sullivan Property, in Middletown. This is 15 acres in the Bailey Brook Watershed. Roughly 10.91 acres are comprised of wetlands or flood hazard zones with the remaining 4.15 acres suited for residential development. The Aquidneck Land Trust was awarded a Rhode Island Open Space Grant in 2004 for \$120,000.00. The property was appraised and valued at \$455,000.00.**

**A Motion was made by Mr. Griffith and seconded by Mr. Barry to**

**approve the request of the Department for approval and signatures on Conservation Easement with the Aquidneck Land Trust on land located on Valley Road and Green End Avenue, Middletown.**

**Passed Unanimously**

**ITEM I – DEPARTMENT OF ENVIRONMENTAL MANAGEMENT – A request was made by the Department for approval and signatures on Conservation Easement with the Glocester Land Trust on land located on Cooper and Evans Road in Glocester.**

**This Conservation Easement is with the Glocester Land Trust. The property is comprised of three parcels totaling 126.2 acres of land located off Cooper and Evans Road in Glocester. The property was formally owned by Marcus and Barbara Thompson and is referred to as “Seldom Seen Farm”, a historical farm dating back to 1790.**

**The Glocester Land Trust was awarded a Rhode Island Greenways Grant in 2003 in the amount of \$200,000.00. The Glocester Land Trust put in \$306,000.00. The total acquisition from the Thompson family was \$506,000.00.**

**A Motion was made by Mr. Barry and seconded by Ms. Genevieve Allaire Johnson to approve the request of the Department for approval and signatures on Conservation Easement with the Glocester Land Trust on land located on Cooper and Evans Road in Glocester.**

**Passed Unanimously**

**ITEM J – DEPARTMENT OF ADMINISTRATION – A request was made**

by the Department for permission to initiate negotiations for Registry Building Lease.

At the request of the Department, this item was removed.

The Committee moves to go into Executive Session, pursuant to Rhode Island General Law 42-46-4 (a)(5) for the specific purpose of discussion or consideration related to the acquisition or lease of real property for public purposes, or of the disposition of publicly held property wherein advanced public information would be detrimental to the interest of the public.

A Motion was made to go into Executive Session by Ms. Allaire Johnson and seconded by Mr. Griffith. A roll call vote was made. Ms. Allaire Johnson voted "Aye", Mr. Griffith voted "Aye", Mr. Barry voted "Aye", and the Chair voted "Aye".

A Motion was made by Mr. Griffith and seconded by Ms. Allaire Johnson to close the Executive Session and return to the regular meeting.

The regular session of the State Properties Committee re-opened with the following request.

**DEPARTMENT OF TRANSPORTATION – A request was made by the Department for conceptual approval to dispose of land in Warwick.**

In 1961 the Department acquired property in Warwick for the construction of ramps serving Interstate Route 95. At the end of the project a tract of land consisting of approximately 6.5 acres remain excess to the Department's needs. The Department was looking for conceptual approval to negotiate the sale of land to the abutter as opposed to going to an RFP. The property is encumbered by a large

**aerial easement held by the Narragansett Electric Company. Zoning is split between General Business and residential. The City of Warwick is not opposed to the sale of the parcel and wishes to work with its eventual owner to develop a master plan for its development.**

**A Motion was made by Mr. Griffith and seconded by Ms. Allaire Johnson to approve the request of the Department for conceptual approval to negotiate the sale of land to the abutter as opposed to going to an RFP.**

**Passed Unanimously**

**All matters presented to the Committee were approved by all present. There being no further business to come before the Committee, the meeting adjourned.**

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**Anne L. Lanni, Executive Secretary**