

CITY OF PROVIDENCE  
ZONING BOARD OF REVIEW

APPLICATION FOR VARIANCE OR SPECIAL USE PERMIT

INSPECTION & STANDARDS  
RECEIVED

APR 04 2024

Check Each Type Zoning Relief Sought:

- Variance – Use\*  
 Variance – Dimensional\*  
 Special Use Permit\*\*

\* Attach APPENDIX A to apply for a Use or Dimensional Variance  
\*\* Attach APPENDIX B to apply for a Special Use Permit

If a section of the application is not applicable, please indicate this by using N/A in that field.

Applicant: Princeton Residential LLC Applicant Mailing Address  
Email: ryan@bluepointpg.com Street: 555 North Main St, #1174  
Phone: (401) 519-4288 City, State, Zip: Providence, RI 02904

Owner: Same as above Owner Mailing Address  
Email: \_\_\_\_\_ Street: \_\_\_\_\_  
Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Lessee: NA Lessee Mailing Address  
Email: \_\_\_\_\_ Street: \_\_\_\_\_  
Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Attorney: Jeffrey Padwa, Esq. Attorney Mailing Address  
Email: Jpadwa@padwalaw.com Street: 1 Park Row, Suite #5  
Phone: (401) 935-8571 City, State, Zip: Providence, RI 02903

Does the proposal require review by any of the following:

- Downtown Design Review Committee  
 I-195 Redevelopment District Commission  
 Capital Center Commission  
 Historic District Commission

1. Street Address of Subject Property: 30 - 32 Princeton Ave.  
Plat and Lot Numbers of Subject Property: Plat 44 Lot 149

2. Base Zoning District(s): R-2  
Overlay District(s): HD

3a. Date owner purchased the Property: 7 / 21 / 2023

3b. Month/year of lessee's occupancy: NA

4. Dimensions of each lot:

Lot # <u>44 / 149</u>	Width <u>80 ft</u>	Depth <u>90 ft</u>	Total area <u>7,200</u> sq. ft.
Lot # _____	Width _____	Depth _____	Total area _____ sq. ft.
Lot # _____	Width _____	Depth _____	Total area _____ sq. ft.
Lot # _____	Width _____	Depth _____	Total area _____ sq. ft.

5a. Size of existing structure(s) located on the Property:

<u>Principal Structure:</u>	<u>Accessory Structure:</u>
Area of Footprint <u>1,860 SF</u>	Area of Footprint <u>380 SF</u>
Overall Height _____	Overall Height _____
# of Stories <u>3 floors</u>	# of Stories <u>1 floor</u>

5b. Size of proposed structure(s) located on the Property:

<u>Principal Structure:</u>	<u>Accessory Structure:</u>
Area of Footprint <u>Unchanged</u>	Area of Footprint <u>Unchanged</u>
Overall Height <u>Unchanged</u>	Overall Height <u>Unchanged</u>
# of Stories <u>Unchanged</u>	# of Stories <u>Unchanged</u>

6a. Existing Lot Coverage:

Building Coverage (area of all roofed structures) 2,240 SF  
Total Impervious Coverage Area (area of all roofed structures and impervious surfaces) 3,040 SF  
Rear Yard Impervious Coverage (area of structures and impervious surface in rear yard) \_\_\_\_\_  
Front Yard Impervious Coverage (area of structures and impervious surface in front yard) \_\_\_\_\_

6b. Proposed Lot Coverage:

Building Coverage (area of all roofed structures) Unchanged  
Total Impervious Coverage Area (area of all roofed structures and impervious surfaces) Unchanged  
Rear Yard Impervious Coverage (area of structures and impervious surface in rear yard) Unchanged  
Front Yard Impervious Coverage (area of structures and impervious surface in front yard) Unchanged

7a. Present Zoning Use of the Property: 7 Unit Multi Family

7b. Legal Zoning Use of the Property as recorded in the Dept. of Inspection & Standards:  
3 Unit Multi Family

8. Proposed Zoning Use of the Property: 7 Unit Multi Family

9. Number of Parking Spaces:

# of existing spaces Unchanged # of proposed spaces Unchanged

10. Are there outstanding violations concerning the Property under any of the following:  
No Zoning Ordinance No RI State Building or Property Maintenance Code(s)

11a. List all Zoning Ordinance Sections from which a variance is sought:

<u>Section Number</u>	<u>Section Title + Quantity of relief, if applicable (eg. 4' setback where 6' required)</u>
400.C	R-2 Residential District - allow 7 unit multi family
Table 12-1	Allow 7 unit multi family in R-2 zone

11b. Identify the section(s) of the Zoning Ordinance that provide for the special use permit, and list all section(s) which provide Use Standards for the proposed Special Use(s):

<u>Section Number</u>	<u>Section Title</u>

12. Summarize any changes proposed for the Property (use, construction/renovation, site alteration):

This application for a Use Variance is submitted to correct an administrative defect. No changes to the building / property are proposed. See Narrative attached as Exhibit A for background and basis for the relief sought. In addition, applicant seeks relief from a hardship created by the configuration of the property into 7 dwelling units. Given the buildings design, character and use, converting the building to a three family would be inappropriate, and would detract from its historic character.

*The undersigned acknowledge(s) and agree(s) that members of the Zoning Board of Review and its staff may enter upon the exterior of the Property in order to view the Property prior to any hearing on the application.*

*The undersigned further acknowledge(s) that the statements herein and in any attachments or appendices are true and accurate, and that providing a false statement in this application may be subject to criminal and/or civil penalties as provided by law, including prosecution under the State and Municipal False Claims Acts. Owner(s)/Applicant(s) are jointly responsible with their attorneys for any false statements. As indicated on the instructions page, this application may not be signed by an attorney on behalf of their client(s).*

Owner(s):

Ryan Twombly

Type Name

  
Signature

Type Name

Signature

Applicant(s):

Ryan Twombly

Type Name

  
Signature

Type Name

Signature

**All applicable requirements listed and described on the Instruction Sheet shall be met or this application will not be considered complete.**

## APPENDIX A

### APPLICATION FOR VARIANCE(S)

Rhode Island General Laws § 45-24-41(d) and (e) require that the Applicant for a variance demonstrate:

1. That the hardship from which the applicant seeks relief is due to the unique characteristics of the subject land or structure and not to the general characteristics of the surrounding area; and is not due to a physical or economic disability of the applicant, excepting those physical disabilities addressed in § 45-24-30(a)(16);
2. That the hardship is not the result of any prior action of the applicant;
3. That the granting of the requested variance will not alter the general character of the surrounding area or impair the intent or purpose of the zoning ordinance or the comprehensive plan upon which the ordinance is based; and
4. (a) For a **use variance**: That the land or structure cannot yield any beneficial use if it is required to conform to the provisions of the zoning ordinance;  
(b) For a **dimensional variance**: That the hardship suffered by the owner of the subject property if the dimensional variance is not granted amounts to more than a mere inconvenience, meaning that the relief sought is minimal to a reasonable enjoyment of the permitted use to which the property is proposed to be devoted.

Please provide the following information:

1. What is the specific hardship from which the applicant seeks relief?

The configuration of the property into 7 dwelling units creates a hardship. The subject property is located on a 7,200 SF lot in an R-2 Zone and Historic Overlay District. Given the buildings design, character and use over the past 40 years as a 7 unit dwelling, conversion to the permitted use as a three family dwelling would be inappropriate, and would detract from its historic character.

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2. Specify all unique characteristics of the land or structure that cause the hardship:

See above.

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3. (a) Is the hardship caused by an economic disability? Yes \_\_\_\_\_ No XX  
(b) Is the hardship caused by a physical disability? Yes \_\_\_\_\_ No XX  
(c) If the response to subsection (b) is "yes," is the physical disability covered by the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.? Yes \_\_\_\_\_ No \_\_\_\_\_



4. Did the owner/applicant take any prior action with respect to the Property that resulted in the need for the variance requested? (Examples include, but are not limited to, any changes the owner/applicant made to the structure(s), lot lines, or land, or changes in use of the Property)?  
Yes \_\_\_\_\_ No XX

If "yes," describe any and all such prior action(s) and state the month/year taken:

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5. If you are seeking a USE VARIANCE, set forth all facts that demonstrate that the Property cannot have any beneficial use if you are required to use it in a manner allowed in the zoning district:

Because the structure is configured with 7 dwelling units, it would be cost prohibitive to redevelop the structure into 3 dwelling units while maintaining its historic design and character and remaining in compliance with the Historic District standards. Any redevelopment to reconfigure the structure into 3 dwelling units would significantly impair the marketability of the property.

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6. If you are seeking a DIMENSIONAL VARIANCE, set forth all facts that indicate that if the variance is not granted, the hardship the owner/applicant will suffer is more than a mere inconvenience:
- 

***IF MORE ROOM IS NEEDED TO ANSWER ANY OF THE ABOVE QUESTIONS, PLEASE SUBMIT AN  
ADDENDUM TO THIS APPENDIX WITH COMPLETE RESPONSES.***

# EXHIBIT A

EXHIBIT A  
APPLICATION FOR VARIANCE #12  
30-32 Princeton Ave., AP 44 Lot 149

REASON FOR ZONING APPLICATION:

This application for a Use Variance is being submitted to correct an administrative defect resulting from an absence of documentation demonstrating that a previously approved Use Variance (Zoning Resolution #4858) was perfected as required by filing applications for either a building permit or occupancy permit within 6 months of said approval.

APPLICATION FOR USE VARIANCE:

Applicant and Owner, Princeton Residential LLC, bought the property located at 30-32 Princeton Ave., Assessor's Plat 44 Lot 149 (the "Property"), from the Sylvia A. Rossi Trust in July 2023. At the time of the Purchase and Sale of the Property, it was being used as a 7-unit residential apartment building in an R-2 Zone.

Henry W. and Sylvia A. Rossi bought the Property in 1974, as husband and wife, transferred the Property to a family trust, the Sylvia A. Rossi Trust in 2004, (see Recorder of Deed book 6669, page 50), and sold the Property to Princeton Residential LLC in 2023 (see Exhibit F, Recorder of Deeds book 13922, page 11).

On March 13, 1983, the Zoning Board of Review granted a Use Variance filed by Mr. and Mrs. Rossi allowing the Property to be used as a 7-unit apartment building by Resolution #4858. See Zoning Board of Review Resolution #4858 attached as Exhibit B.

Since 1983, the property has been continuously occupied and used as a seven (7) unit apartment building and has been taxed as such.

Shortly after the purchase and sale of the Property, the current owner, Princeton Residential LLC, requested a Zoning Certificate to be provided to its lender, and upon receipt of the Zoning Certificate discovered that the Property was zoned as a 3 Family Dwelling and not a 7-unit apartment building. See Zoning Certificate attached hereto as Exhibit C.

This application is being filed to correct an administrative defect.

Providence Housing Authority approves 7 Units for the Section 8 Housing Program

The attached Exhibits D1 to D3 reveal relevant history about the Property:

One year before said Use Variance was granted, Mr. and Mrs. Rossi applied to the Providence Housing Authority and proposed that 7 dwelling units at the Property be included in the Section 8 Moderate Rehabilitation Program being administered by the city. The attached letter from the Providence Housing Authority dated March 23, 1982, advised Mr. and Mrs. Rossi that after meeting with a city representative they would be provided a list of deficiencies for which they were required to obtain estimates for correction of the deficiencies. See Exhibit D1.

EXHIBIT A  
APPLICATION FOR VARIANCE #12  
30-32 Princeton Ave., AP 44 Lot 149

Shortly thereafter on April 9, 1982, the Providence Housing Authority notified Mr. and Mrs. Rossi that their proposal to include 7 units at the Property in the program had received favorable ranking. In addition, they were informed that the Property was inspected by a City Inspector who identified work items necessary to bring the units up to the City's Code Enforcement standards and program standards. See Exhibit D2.

Almost one year later, on March 1, 1983, the Providence Housing Authority executed an agreement approving housing assistance payments for Eligible Families to lease the 7 units at the Property from Mr. and Mrs. Rossi and specifically identified each of the 7 units on exhibit A of the agreement. Section 1.8 of the agreement addressed issues related to the "Maintenance, Operation and Inspection" of the Property, which called for the owner to provide "decent, safe and sanitary housing" and also required at least annual inspections of the units. See Section 1.8 of the agreement attached hereto as Exhibit D3.

Zoning Board Approves Use Variance for 7 Units - March 9, 1983:

Within 1 week of the execution of the Housing Assistance Payment Contract, on March 9, 1983, Henry and Sylvia Rossi appeared before the Zoning Board of Review for a Use Variance to allow the property to be used for 7 apartment units. The Board granted the application after a site inspection and hearing, and approved the Property to be converted from a three (3) family dwelling to a 7-unit residential apartment building. See Zoning Board of Review Resolution #4858 dated March 14, 1983 attached as Exhibit B and also Property and Site Plans approved by the Zoning Board as Exhibit E.

Records with the Department of Inspections and Standards related to the Property do not include applications for either a building permit or certificate of occupancy for the work required to convert the Property into a 7-unit apartment building, which were required to perfect the Use Variance. The reason for the absence of documentation is unclear, especially since Mr. and Mrs. Rossi were required to engaged contractors to perform the necessary work in accordance with the estimates provided to the Providence Housing Authority before the city approved their proposal to include the 7 units at the Property in the Section 8 Program.

Based on this history, it is clear that Mr. and Mrs. Rossi were transparent about their intention to convert the Property to a 7-unit apartment building, which would be approved for Section 8 Housing. In connection with this plan, Mr. and Mrs. Rossi proposed creating 7 units to the Providence Housing Authority for the Section 8 Program, which was approved after a site inspection and estimates were provided to the Providence Housing Authority. The Property was renovated according to estimates in order to be in compliance with the City's Code Enforcement standards and the HUD program standards. Mr. and Mrs. Rossi applied for and received a Use Variance for 7 units from the Zoning Board of Review, which also approved the site and building plans. They also agreed for the Property to undergo at least annual inspections to ensure compliance with City and HUD standards, and there are no records of any violations. Based on the above, it is reasonable to conclude that all the work related to the 7 dwelling units had been performed in accordance with all required City approvals before the Providence Housing



EXHIBIT A  
APPLICATION FOR VARIANCE #12  
30-32 Princeton Ave., AP 44 Lot 149

Authority offered Mr. and Mrs. Rossi the Housing Assistance Payment Contract on March 1, 1983, and the Zoning Board approved the Use Variance on March 9, 1983.

The Current Owner and his legal counsel have made efforts to correct the record and were advised by the Providence City Solicitor to obtain relief from the Zoning Board of Review in order to legalize the use, which has been in existence for 40 years.

# **EXHIBIT B**



John R. Davis, Secretary

CITY OF PROVIDENCE, RHODE ISLAND

ZONING BOARD OF REVIEW

112 UNION STREET  
02903

March 14, 1983

RESOLUTION NO. 4858

Henry W. Rossi & wf., Sylvia A.  
794 Woonsocket Rd.  
No. Smithfield, RI 02865

Dear Sir & Madam:

At a meeting of the Zoning Board of Review held on Wednesday, March 9, 1983, the following Resolution was adopted:

WHEREAS; Henry W. Rossi & wf., Sylvia, A., owners of Lot 149 on Assessor's Plat 44 in a Residence R-3 Zone located at 30-32 Princeton Avenue, filed an application on December 9, 1982 for permission to be relieved from Sections 24-C-1 and 43-C-1 under Sections 91 and 92 of the Zoning Ordinance in the proposed use of the building located at the above described premises for seven (7) apartments. The lot in question contains approximately 7,200 sq. ft. of land area; and

WHEREAS; on Wednesday, March 9, 1983, members of the Zoning Board of Review made an inspection of the above described premises and also of the surrounding properties and noted that premises are well maintained and are located amongst one, two and three family dwellings and apartments all in good condition; and

WHEREAS; a public hearing was held on this application by the Zoning Board of Review at its meeting held on Wednesday, March 9, 1983, after public notice as provided by the Zoning Ordinance;

NOW, THEREFORE, after consideration of the petition and testimony of the applicant, and after having carefully weighed the same, the Zoning Board of Review makes the following findings:

- 1.) That the granting of this petition for seven (7) apartments would be in harmony with the surrounding uses and would not be detrimental to the surrounding neighborhood nor be contrary to the public interest.
- 2.) That the appropriate use of neighboring property will not be substantially or permanently injured.

RESOLVED: That the Zoning Board of Review does hereby make an exception of Sections 24-C-1 and 43-C-1 under Sections 91 and 92 of the Zoning Ordinance and does hereby grant the application of Henry W. Rossi & wf., Sylvia A., substantially in accordance with the plans and plot plans filed with said Board. A copy of said plans and plot plans are hereby made a part of this Resolution and filed with the Director of the Department of Building Inspection.

By Order of the Zoning Board of Review.

*Sandra L. Carlson*  
SANDRA L. CARLSON, CHAIRMAN

ATTENTION: SECTION 92-A UNDER THE ORDINANCE REQUIRES THAT YOU APPLY TO THE DIRECTOR OF THE DEPARTMENT OF BUILDING INSPECTION FOR A PERMIT AND/OR A CERTIFICATE OF OCCUPANCY WITHIN SIX MONTHS FROM THE DATE OF THE ADOPTION OF THIS RESOLUTION. UNLESS YOU COMPLY WITH SAID REQUIREMENT, THIS RESOLUTION WILL BECOME INVALID.

SLC/rr  
cc Mark Ouellet

# EXHIBIT C



Brett P. Smiley, Mayor



James Moore, Director

**Department of Inspections and Standards**  
**ZONING CERTIFICATION**

A zoning certificate is defined by R.I.G.L. § 45-24-31(65) as "a document signed by the zoning enforcement officer, as required in the zoning ordinance, which acknowledges that a use, structure, building or lot either complies with or is legally nonconforming to the provisions of the municipal zoning ordinance or is an authorized variance or modification therefrom."

**Location:** 30 Princeton Ave , Providence 02907

**Plat/Lot:** 044-0149-0000

**Lot Area:** 0

**Issue Date:** July 27, 2023

**Zoning District:** R-2 Residential District-HD Historic District Overlay District

**Zoning Certificate Number:** ZC-23-421

**Zoning Use 1**

**Zoning Use:** Dwelling - Three Family

**Reference Document (Permit #):** 31 **Date:** January 7, 1928

**Date of CO or LOC:**

**Is this Zoning Use permitted by right?:** No

**Is this Zoning Use nonconforming?:** Yes

**Is this Zoning Use by Variance or Special Use Permit?:** No

**ZBR Resolution Number:**

**Requestor Info:**

**Name:** Adam Rose

**Owner Info:**

**Name:** Princeton residential LLC

**Address:** 555 North Main St Providence RI 02904

**Comments:**

This certificate is being supplied to you in accordance with R.I.G.L. §45-24-54 and Section 1916, Article 19 of the City of Providence Code of Ordinances, which provide that upon a written request for guidance or clarification, the director of the Department of Inspection and Standards shall issue a zoning certificate or provide information to the requesting party within fifteen (15) days of a written request. The zoning designation provided by the director shall be considered accurate on the date. Please note that zoning designations are subject to change by the Providence City Council.

A handwritten signature in black ink, appearing to be 'A. H. G.', written in a cursive style.

Zoning Official

# **EXHIBIT D1**

EXHIBIT # 2A

THE HOUSING AUTHORITY OF THE CITY OF  
PROVIDENCE, RHODE ISLAND

673 ACADEMY AVENUE  
PROVIDENCE, R. I. 02908  
TEL. 401-421-1451

March 23, 1982

EUGENE J. CAPOCCIA  
EXECUTIVE DIRECTOR

HARRY A. COLLINS  
ASSISTANT SECRETARY

PASQUALE IANNAZZI  
CHAIRMAN

Mr. Henry Rossi  
794 Woonsocket Hill Road  
N. Smithfield, Rhode Island 02895

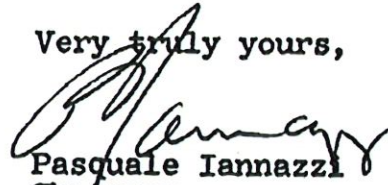
Dear Mr. Rossi :

The Providence Housing Authority is pleased to inform you that your proposal(s) for units 1-7 at 30-32 Princeton Ave. has (have) been tentatively selected for the Section 8 Moderate Rehabilitation Program.

Please contact Mark C. Ouellet or Brian J. Curtin of the P.H.A. on or before April 7, 1982, to arrange a meeting to discuss the requirements that must be met in order to assure participation in the Program. They will provide you with a list of deficiencies found at your property (ies) and applications for your tenants. After this meeting, you will be expected to obtain actual estimates for correcting the deficiencies, specific tenant information, (a financial commitment), and other pertinent information. This segment must be completed within 30 days of the date of your conference.

If all the requested information is provided and all other Program criterias met, the Authority will enter into a formal agreement with you.

Very truly yours,

  
Pasquale Iannazzi  
Chairman

PI/MO/BJC



# **EXHIBIT D2**

THE HOUSING AUTHORITY OF THE CITY OF  
PROVIDENCE, RHODE ISLAND

673 ACADEMY AVENUE  
PROVIDENCE, R I 02908  
TEL 401-421-1451

GENE J CAPOCCIA  
EXECUTIVE DIRECTOR

HARRY A COLLINS  
ASSISTANT SECRETARY

FASQUALE IANNAZZI  
CHAIRMAN

Date

April 2, 1982

Rec'd by:

Dear Mr. Rossi:

You have been tentatively selected to participate in the Section 8 Moderate Rehabilitation Program. Unit(s) 1-7 at 30-32 Princeton Avenue has(have) received a favorable ranking in the selection process thus far. Before a final selection determination can be made, however, on this(these) unit(s), it is necessary for us to review your tenants' applications, your itemized contractor estimates, your financing terms, and your documentation of actual expenses or average rents to be used for your base rents.

You will be provided with applications for any tenants presently occupying the aforementioned dwelling unit(s). Selection of each occupied unit is contingent on the P.H.A.'s determination that the tenant occupying the unit to be rehabilitated is eligible to receive rental assistance under the program. The agency will not allow ineligible families to be displaced. Therefore, the agency will not subsidize the rents of units currently occupied by ineligible families. After the tenant(s) application(s) are completed and returned to the P.H.A., the P.H.A.'s staff will contact tenants to begin the process of certifying their eligibility.

As your unit(s) was(were) inspected, the inspector(s) determined the work items necessary to bring the unit(s) up to the City's Code Enforcement standards and the program standards. Included in the list of deficiencies, there may be work items that do not qualify for inclusion in the calculation of Contract Rents. Correction of ineligible deficiencies is necessary in order to insure compliance with all applicable Code Standards. You will be provided with a copy of the list of deficiencies to be corrected. Based on this list, you are required to submit three (3) estimates for each item to be corrected. You are free to select which contractor you wish to employ; however, rents will be based on the lowest estimates. After the final determination of eligibility and feasibility is made regarding your proposal(s) and you have selected a contractor to perform the necessary rehabilitation, the contractor you chose will be required to submit specifications. The specifications should describe the work to be done, the methods of construction, the standards of workmanship, the manner of conducting the work, and the quantity and quality of materials and equipment to be used. It is also strongly suggested

that the contractor provide you with evidence of property and liability insurance. Contractor estimates will be compared to our estimates to determine their completeness and reasonableness.

The process of obtaining a financing commitment should begin as soon as possible. It is recommended that you obtain estimates from contractors before you approach financial institutions. Any source of financing, with the exception of the H.U.D. Section 312 rehabilitation loan program and Section 11(b) Subpart A tax-exempt financing can be used, if determined reasonable, to pay rehabilitation costs. Once the source of financing is determined, you must disclose to us all financing information.

Documentation of information used to determine the base rent of units under consideration must be submitted to the P.H.A.. Base rents are calculated by either a review of historical rents (plus increments for inflation) or by a cost approach. If financially feasible, base rents will be determined by the approach that results in the higher base rent. Descriptions of the documentation required for determining base rents by either approach appear on the attached information sheets.

In order to prevent further delays in making a final selection determination, it is absolutely necessary that the requirements specified in this notice be met by not later than May 9, 1982. Within thirty days of receipt of all the requested information, a final determination of eligibility and feasibility will be made. Promptly thereafter, an 'Agreement to Enter into a Housing Assistance Payments Contract' will be executed.

# **EXHIBIT D3**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM

MODERATE REHABILITATION

PART I OF THE

HOUSING ASSISTANCE PAYMENTS CONTRACT

This Housing Assistance Payments Contract ("Contract") is entered into between the HOUSING AUTHORITY OF THE CITY OF PROVIDENCE, RHODE ISLAND ("PHA"), which is a public housing agency as defined in the United States Housing Act of 1937, and Henry W. & Sylvia Rossi ("Owner"), pursuant to an Annual Contributions Contract ("ACC") with the Department of Housing and Urban Development ("HUD"). The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families leasing decent, safe and sanitary units from the Owner.

The Owner and the PHA agree as follows:

1.1 EFFECTIVE DATE, TERM, AND CONTENTS OF CONTRACT.

- (a) Effective date of Contract. The effective date of this Contract is March 1, 1982. (This date must be no earlier than the date of PHA final inspection and acceptance of the units and related facilities (units).)
- (b) Term of Contract. The term of this Contract is 15 years beginning on the effective date (paragraph 1.1 (a)) and ending on February 28, 1997.
- (c) Rehabilitation Loan Term and Amortization Amount. When the initial Contract Rent(s) is established on the basis of total rehabilitation costs of less than \$15,000 and a loan term shorter than 15 years;
  - (1) Insert the first day of the month after the rehabilitation loan is paid off: N/A.
  - (2) Insert monthly amortization amount of the rehabilitation loan by unit size: N/A.

N / A

- (d) Contents of Contract. This Contract consists of Part I, Part II if applicable (see Section 1.2), and the following exhibits:

Exhibit A: Identification of units by size ("Contract Units"), address, and applicable rents ("Contract and Base Rents");

Exhibit B: The statement of services, maintenance and utilities to be provided by Owner;

Additional exhibits: (Specify additional exhibits, if any. If none, insert "None.")

NOTE

1.2 APPLICABILITY OF PART II.

2.1 Training, Employment, and Contracting Opportunities for Businesses and Lower-Income Persons. (Applies if Contract Rents for all units under the Contract, over the maximum term of Contract, are more than \$500,000 or \$2,778 per month.)

APPLICABLE                      NOT APPLICABLE

2.2 Clean Air Act and Federal Water Pollution Control Act. (Applies if Contract Rents for all units under the Contract, over the maximum term of the Contract, are more than \$100,000 or \$556 per month.)

1.3 OWNER'S WARRANTIES.

(a) Legal Capacity. The Owner warrants that he or she has the legal right to sign this Contract and to lease dwelling units covered by this Contract.

(b) Completion of Work. The Owner warrants that the unit(s) as described in Exhibit A is in good and tenable condition and that the unit(s) has been rehabilitated in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be completed in accordance with the terms on which the unit(s) was accepted. The Owner and the PHA agree that the continuation of this Contract is subject to the conditions set forth in Section 1.6(g) of the Agreement.

#### 1.4 LEASING OF UNITS.

- (a) Selection of Tenants. The Owner must select tenants for occupancy of vacant units assisted under this Contract from among Eligible Families referred by the PHA. The PHA is responsible for the determination of eligibility of applicants. However, the Owner has full responsibility for the screening and selection of tenants and may refuse any Family referred by the PHA provided that the Owner does not unlawfully discriminate.
- (b) Minimum Percentage of Occupancy by Very Low Income Families. The Owner is required to lease, to the maximum extent feasible, at least 30 percent of the units under this Contract to very low income Families. Should the Owner be unable to achieve this occupancy, the Owner may be required to justify to the PHA why this requirement cannot be met.
- (c) Security Deposit.
  - (1) If the Owner collects a security deposit, the amount cannot exceed one month's Gross Family Contribution (as established by the PHA) or \$50, whichever is higher. (However, the security deposit may not exceed the maximum amount allowable under State or local law.) For units leased in place, security deposits collected prior to the execution of this Contract which are in excess of this maximum amount do not have to be refunded until the Family vacates the unit subject to the lease terms.
  - (2) If a Family vacates the unit, the Owner, subject to State and local law, may use the security deposit as reimbursement for any unpaid Family portion of the Contract Rent or other amount which the Family owes under the lease. If a Family vacates the unit owing no rent or other amount under the lease consistent with State or local law, or if the amount owed is less than the amount of the security deposit, the Owner must refund the full amount or the unused balance to the Family.
  - (3) If the security deposit is insufficient to reimburse the Owner for the unpaid rent or other amounts which the Family owes under the lease, or if the Owner did not collect a security deposit, the Owner may claim reimbursement from the PHA for an amount not to exceed the lesser of: (i) the amount owed the Owner or (ii) two months' Contract Rent minus, in either case, the greater of the security deposit actually collected, or the amount of security deposit the Owner could have collected (see Section 1.4(c)(1)). Any reimbursement under this section must be applied first toward any unpaid Family portion of the Contract Rent and then to any other amounts owed. No reimbursement may be claimed for unpaid rent for the period after the Family vacates.
  - (4) The Owner must comply with all State and local laws regarding interest payments on security deposits. If the Owner wishes to make a claim under this section, he or she must immediately notify the PHA of the vacancy. The PHA will promptly inspect the unit jointly with the Owner to determine the extent of any damage. No repair work can commence until this PHA inspection has been completed. The Owner should submit to the PHA, as soon as possible after the Family vacates the unit, written documentation supporting the claim for reimbursement, including evidence of actual costs for required repairs and evidence of billing to and nonpayment by the Family.

#### 1.5 HOUSING ASSISTANCE PAYMENTS.

- (a) Amount of Contract Rent. The total rent(s) payable to the Owner for the unit(s) under this Contract is as specified in Exhibit A.
- (b) Family Portion of Rent. The amount payable by a Family toward the Contract Rent is established by the PHA in accordance with HUD requirements and will be based upon the Family's income and whether they pay some or all of the cost of utilities.
- (c) PHA Housing Assistance Payment. The PHA must pay a housing assistance payment to the Owner for a unit(s) under lease by a Family(ies) in accordance with this Contract. The housing assistance payment is equal to the difference between the Contract Rent and the Family portion of the Contract Rent. Neither the PHA nor HUD assumes any obligation for the Family portion of the Contract Rent, or for any payment or claim by the Owner against the Family, except in accordance with Section 1.4(c). The financial obligation of the PHA is limited to making housing assistance payments on behalf of the Family in accordance with this Contract.
- (d) Adjustments. The Family portion of the Contract Rent and the amount of the housing assistance payment may be changed as a result of changes in (1) Family income or composition, (2) exceptional medical or other unusual expenses of the Family, (3) the Allowance for Utilities and Other Services, or (4) other factors in accordance with the program rules, all as determined by the PHA. Any changes will be effective on the date stated in a notification by the PHA of the change to the Family and the Owner. In the event that the Owner is notified by the PHA of an adjustment, the Owner must promptly make an adjustment in the amount of rent to be paid by the Family.
- (e) Termination of Assistance. The Family's eligibility for housing assistance payments will continue until the Family's Gross Family Contribution (as established by the PHA) equals the Contract Rent plus any applicable Utility Allowance. When the Family's eligibility ends for this reason, the Family's other rights under its lease will not be affected. Should the Family later become eligible again as a result of changes in income or rent or other relevant circumstances, housing assistance payments will not be made on behalf of that Family unless assistance is available under this Contract.

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(N) Monthly Payment to Owner

- (1) The Owner will be paid the housing assistance payments under this Contract in advance on or about the first day of the month for which payment is due unless the Owner and PHA agree on a later date. The Owner agrees that the endorsement on the check (i) will be conclusive evidence that the Owner has received full payment, and (ii) will be a certification by the Owner that (A) the Contract Unit for which the payment is made is in decent, safe and sanitary condition and is leased to an Eligible Family, (B) the amount of the payment is the correct amount due under this Contract, (C) the Owner is not receiving any payments or other considerations from the Family beyond that authorized in the lease, (D) the Family does not own, in whole or in part, the Contract Unit, and (E) the payment meets all other requirements under this Contract.
- (2) The Owner also agrees:
  - (i) If the PHA determines that the Owner is not entitled to the payment, or any part of it, the PHA or HUD, in addition to other remedies, may deduct the amount of the overpayment from any other amounts due the Owner.
  - (ii) That the Owner will notify the PHA promptly of any change of circumstances which would affect the amount of the monthly payment and will return any payment which does not conform to the changed circumstances. Failure by the Owner to comply with the requirements of this paragraph may be considered by the PHA or HUD as grounds for termination of this Contract.

1.6 RENT ADJUSTMENTS

- (a) Annual and Special Additional Adjustments. Contract Rents will be adjusted as provided in this section upon submittal to the PHA by the Owner of a revised schedule of Contract Rent(s), provided that the unit is in decent, safe, and sanitary condition and that the Owner is in compliance with the terms of the lease and this Contract.
  - (1) Annual Adjustments
    - (i) Annual Adjustment Factors are determined by HUD and published in the Federal Register at least annually; interim revisions may be made as market conditions warrant.
    - (ii) On or after each anniversary date of the Contract, the Contract Rent(s) may be adjusted to amounts no higher than the rents established by applying the applicable Annual Adjustment Factor most recently published by HUD to (A) the Contract Rent minus the monthly amortization amount of the rehabilitation loan (*Base Rent*) or (B) the Contract Rent established in accordance with Section 1.6(b), as adjusted.
    - (iii) Contract Rent(s) may be adjusted upward or downward, as may be appropriate. However, in no case may the adjusted Contract Rent(s) be less than the Contract Rent(s) on the effective date of the Contract except as provided in Section 1.6(b).
  - (2) Special Additional Adjustments. The PHA may grant Special Additional Adjustments, subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract unit(s) which have resulted from substantial general increases in real property taxes, utility rates, assessments, and utilities not covered by regulated rates. The Owner must clearly demonstrate that these general increases have caused increases in the Owner's operating costs which are not adequately compensated for by annual adjustments. The Owner must also submit to the PHA financial information which clearly supports the increase. If this Contract is for more than 20 units, the Owner must submit audited financial information.
  - (3) Overall Limitation. Adjustments as provided in this section must not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the PHA (and approved by HUD in the case of Special Additional Adjustments). However, unless the rents have been adjusted in accordance with Section 1.6(b), this limitation will not prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences existed with respect to the initial Contract Rents.
  - (4) Implementation and Incorporation of Rent Adjustment
    - (i) In the case of annual adjustments, the adjusted Contract Rents will be made effective on the anniversary date of the Contract or the first day of the month after the Owner requested an adjustment, whichever is later.
    - (ii) In the case of special adjustments, the adjusted Contract Rents will be made effective the first day of the month following implementation of the increase in real property taxes, utility rates, assessments, or utilities not covered by regulated rates or the first day of the month after the Owner requested an adjustment, whichever is later.
    - (iii) Adjustments of Contract Rents must be made by written agreement signed by the Owner and the PHA. These adjusted rents will be shown in this Contract as an amended Exhibit A.

Contract Rent at End of Rehabilitation Loan Term. When the initial Contract Rent(s) is established based upon total rehabilitation costs of less than \$15,000 and a loan term shorter than 15 years, the Contract rent(s) must be reduced at the end of the rehabilitation loan term as follows:

- (1) A new Contract Rent must be calculated in accordance with paragraph (b)(2) and will become effective on the date specified in Section 1.1 (c)(1).
- (2) The new Contract Rent will be the Contract Rent which would otherwise be in effect as of the date specified in Section 1.1 (c)(1) minus the amount specified in Section 1.1 (c)(2).

#### 1.7 VACANCIES

(a) Vacancies During Rent-up. If a Contract Unit is not leased within 15 days of the effective date of the Contract, the Owner will be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) notified the PHA of any potential vacancy as required in Section 1.5(e) of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, and (3) has not rejected any eligible applicant, except for good cause acceptable to the PHA.

(b) Vacancies After Rent-up.

(1) If an Eligible Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner may receive the housing assistance payment due for that unit for the period of the month in which the tenant was in occupancy or the unit was vacant. Should the unit remain vacant into the next month after the tenant vacates, the Owner may receive from the PHA a housing assistance payment in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding an additional month. However, if the Owner collects any of the Family's portion of the rent for the month after the tenant vacates, the housing assistance payment will be reduced such that the Owner will receive a total amount equal to 80 percent of the Contract Rent.

(2) The Owner will not be entitled to any payment for vacancies after rent-up unless the Owner, immediately upon learning of the vacancy or prospective vacancy, has notified the PHA and has taken and continues to take all feasible actions to fill the vacancy and has not rejected any eligible applicant except for good cause.

(3) If the Owner evicts an Eligible Family, the Owner will not be entitled to any payment for a vacancy unless the PHA determines that the Owner complied with all requirements of Section 1.9, and all applicable State and local laws.

(c) Limitation on Payments for Vacant Units. The Owner will not be entitled to housing assistance payments with respect to vacant units to the extent the Owner is entitled to payments from other sources (e.g., payments for losses of rental income incurred for holding units vacant for relocations pursuant to Title I of the Housing and Community Development Act of 1974 or payments under Section 1.4(c) of this Contract).

#### 1.8 MAINTENANCE, OPERATION AND INSPECTION

(a) Maintenance and Operation. The Owner agrees to maintain and operate the Contract Unit(s) and related facilities to provide decent, safe and sanitary housing, including the provision of all the services, maintenance and utilities set forth in Exhibit B.

(b) Inspection. The PHA must arrange for the inspection of the Contract Unit(s) and related facilities at least annually and at other times (including prior to initial occupancy of the unit) as may be necessary to assure the unit is in decent, safe and sanitary condition and the agreed upon utilities and other services are being provided. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

(c) Units not Decent, Safe and Sanitary. If the PHA notifies the Owner that a unit(s) is not being maintained in decent, safe and sanitary condition and the Owner does not take corrective action within the time prescribed in the notice, the PHA may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. The PHA may also, with appropriate notice to the Owner, terminate the Contract on any unit(s) determined by the PHA not to be in decent, safe and sanitary condition.

(d) Notification of Abatement. Any abatement of housing assistance payments will be effective as provided in written notification to the Owner. The PHA must promptly notify the Family of any such abatement.

(e) Overcrowded and Underoccupied Units. If the PHA determines that a Contract Unit is not decent, safe and sanitary due to an increase in the Family size which causes the unit to be overcrowded, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to that unit will not be abated, unless the Owner fails to offer the Family a suitable assisted unit as soon as one becomes vacant and ready for occupancy. If the Owner does not have a suitable unit(s) or if no vacancy of a suitable unit occurs within a reasonable time, the PHA must assist

the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible in accordance with the HUD regulations. The Owner may receive housing assistance payments in accordance with Section 1.7, for the vacated unit if all feasible actions to fill the vacancy have been taken.

#### 1.9 TERMINATION OF TENANCY.

- (a) General. The Owner may not terminate any tenancy except upon the following grounds: (1) material noncompliance with the lease; (2) material failure to carry out obligations under any State landlord and tenant act, or (3) other good cause, which may include the refusal of the Family to accept an approved modified lease form (see paragraph (e)). The Owner may not terminate a tenancy solely because of expiration of the lease. All terminations must also be in accordance with the provisions of any State and local landlord/tenant law and paragraph (d) of this section.
- (b) Notice of Good Cause. The conduct of a tenant cannot be deemed "other good cause" under paragraph (a)(3) unless the Owner has given the Family prior notice that the grounds constitute a basis for termination of tenancy. The notice must be served on the Family in the same manner as that provided for termination notices under State and local law and paragraph (d).
- (c) Material Noncompliance. The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease or (2) repeated minor violations of the lease which disrupt the livability of the building, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities, interfere with the management of the building, or have an adverse financial effect on the building. Nonpayment of rent or any other financial obligation due under the lease (including any portion thereof) beyond any grace period permitted under State law will constitute a material noncompliance with the lease. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law will constitute a minor violation.
- (d) Termination Notice.
- (1) The Owner must give the Family a written notice of any proposed termination of tenancy, stating the grounds and that the tenancy is terminated on a specified date and advising the Family that it has an opportunity to respond to the Owner.
  - (2) When a termination notice is issued for other good cause (paragraph (a)(3)), the notice must state that the termination will be effective at the end of a term and must be in accordance with the termination provisions of the lease, but in no case earlier than 30 days after receipt by the Family of the notice. Where the termination notice is based on material noncompliance with the lease or material failure to carry out obligations under a State landlord and tenant act pursuant to paragraph (a)(1) or (2), the time of service must be in accord with the lease and State law.
  - (3) In any judicial action instituted to evict the Family, the Owner may not rely on any grounds which are different from the reasons set forth in the notice.
  - (4) A copy of the notice must be furnished simultaneously to the PHA. The PHA must assure that the termination is being performed in accordance with the provisions of this paragraph (d).
- (e) Modification of Lease. The Owner may, with the prior approval of the PHA, modify the terms and conditions of the lease effective at the end of the initial term or a successive term, by serving an appropriate notice on the Family, together with the offer of a revised lease or an addendum revising the existing lease. This notice and offer must be received by the Family at least 30 days prior to the last date on which the Family has the right to terminate the tenancy without being bound by the modified terms and conditions. The Family may accept the modified terms and conditions by executing the offered revised lease or addendum, or may reject the modified terms and conditions by giving the Owner written notice in accordance with the lease that he or she intends to terminate the tenancy. Any increase in rent must in all cases be governed by Section 1.6.

#### 1.10 REDUCTION OF NUMBER OF UNITS COVERED BY CONTRACT.

- (a) Limitation on Leasing to Ineligible Families. The Owner may not lease any unit(s) under this Contract to an ineligible family(ies). Leasing to an ineligible family is a violation of the Contract and grounds for all available legal remedies, including suspension or debarment from HUD programs and reduction of the number of units under this Contract, as set forth in paragraph (b).
- (b) Reduction for Failure to Lease to Eligible Families. If, at any time beginning six months after the effective date of the Contract, the Owner fails for a continuous period of six months to have at least 90 percent of the Contract Units leased or available for leasing by Eligible Families (Families occupying units who were initially eligible and who have become ineligible will be counted in the total) the PHA may, on at least 30 days' notice, reduce the number of units covered by this Contract. The PHA may reduce the number of units to the number of units actually leased or available for leasing plus 10 percent (rounded up). If this Contract covers only one unit and if one year has elapsed since the date of the last housing assistance payment, this Contract may be terminated with the consent of the Owner.

(c) Restoration. The PHA will agree to an amendment of this Contract to provide for restoration of any deduction made pursuant to paragraph (b) if:

- (1) The PHA determines that the restoration is justified by demand,
- (2) The Owner otherwise has a record of compliance with obligations under this Contract, and
- (3) Funds are available.

#### 1.11 PHA AND HUD ACCESS TO PREMISES AND OWNER'S RECORDS

- (a) The Owner must furnish any information pertinent to this Contract as reasonably may be required from time to time by the PHA or HUD.
- (b) The Owner must permit the PHA or HUD or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the housing assistance payments.

#### 1.12 RIGHTS OF OWNER IF PHA DEFAULTS UNDER CONTRACT.

- (a) If HUD determines that the PHA has defaulted or cannot comply with this Contract, HUD may, after notice to the PHA giving it a reasonable opportunity to take corrective action, declare a Substantial Default by the PHA under the ACC. Where HUD so determines, it will have the right to assume the PHA's rights and obligations under the Contract, perform the obligations and enforce the rights of the PHA, and exercise any other powers HUD may have to cure the Default. Whether or not HUD elects to proceed in this manner, HUD will, if it determines that the Owner is not in default, continue to pay Annual Contributions for the purpose of making housing assistance payments with respect to the dwelling unit(s) under this Contract for the duration of the Contract.
- (b) All rights and obligations of the PHA assumed by HUD pursuant to the ACC will be returned (1) when HUD is satisfied that all defaults have been cured and that the Project will be administered in accordance with all applicable requirements, or (2) when this Contract is at an end, whichever occurs first.
- (c) The provisions under the ACC and Contract are made with, and/or for the benefit of, the Owner, the PHA (where it is the lender and then only in its capacity as lender), or the Owner's other assignees, if any, who will have been specifically approved by the PHA or HUD prior to such assignment. If these parties are not in default, they may, in order to enforce the performance of these provisions (1) demand that HUD, after notice to the PHA giving it a reasonable opportunity to take corrective action, make a determination whether a Substantial Default exists under the ACC, (2) if HUD determines that a Substantial Default exists, demand that HUD take action as authorized by the ACC, and (3) sue HUD.

#### 1.13 RIGHTS OF PHA IF OWNER DEFAULTS UNDER CONTRACT.

- (a) A Default by the Owner under this Contract shall result if:
  - (1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any lease;
  - (2) The Owner has asserted or demonstrated an intention not to perform some or all of the obligations under this Contract or under any lease; or
  - (3) For projects with mortgages insured by HUD, the Owner has violated or failed to comply with the regulations for the applicable mortgage insurance program, or with the Regulatory Agreement, or the Owner has filed any false statement or misrepresentation with the Federal Housing Commissioner in connection with the mortgage insurance.
- (b) Upon determination by the PHA that a Default has occurred, the PHA shall notify the Owner, with a copy to HUD, of (1) the nature of the Default, (2) the actions required to be taken and the remedies to be applied on account of the Default (including actions by the Owner to cure the Default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayments), and (3) the time within which the Owner shall respond with a showing that all the required actions have been taken. If the Owner fails to respond or take action to the satisfaction of the PHA and HUD, the PHA shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance, in its discretion or as directed by HUD.
- (c) (The provisions of this paragraph (c) shall apply only if the PHA is the lender.) Notwithstanding any other provisions of this Contract, in the event HUD determines that the Owner is in default of the obligations under the Contract, HUD shall have the right, after notice to the Owner and the PHA giving them a reasonable opportunity to take corrective action, to abate or terminate housing assistance payments and recover overpayments in accordance with the terms of the Contract. In the event HUD takes any action under this Section, the Owner and the PHA hereby expressly agree to recognize the rights of HUD to the same extent as if the action were taken by the PHA. HUD shall not have the right to terminate the Contract except by proceeding in accordance with the ACC and paragraph (b) of this Section.



## REMEDIES NOT EXCLUSIVE AND NON-WAIVER OF REMEDIES.

The availability of any remedy under this Contract or the ACC shall not preclude the exercise of any other remedy under this Contract or the ACC or under any provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

### 1.15 DISPUTES.

- (a) Any factual dispute arising under this Contract which cannot be resolved by the PHA and the Owner may be submitted by either party to the HUD Field Office Manager who will make a decision and furnish a written copy to the Owner and the PHA.
- (b) The decision of the Field Office Manager will not be reviewable unless within 30 days from the date of receipt of the Field Office Manager's determination, either party mails or otherwise furnishes to HUD a written request for appeal with written justification addressed to the Secretary of HUD. Both parties must proceed diligently with the performance of the Contract and in accordance with the decision of the HUD Field Office, pending resolution of the appeal.

### 1.16 CONFLICT OF INTEREST.

No present or former member or officer of the PHA (except tenant commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the Section 8 Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Section 8 Program, shall have any direct or indirect interest during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract. This provision may be waived by HUD for good cause.

### 1.17 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

### 1.18 ASSIGNMENT OF THE CONTRACT OR INTEREST IN IT.

- (a) The Owner has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the property or any part of it or any of the Owner's interest in the Contract Units or this Contract, without the prior written consent of the PHA.
- (b) The PHA will give its consent to a transfer if the new owner is required by the Owner to agree in writing to comply with all of the terms and conditions of this Contract and if the new owner is acceptable to the PHA. The PHA's criteria for acceptance of the new owner must be no more restrictive than that for initial acceptance of any owner under the Program at the time of the Owner's request.
- (c) In the case of an assignment as security for the purpose of obtaining financing of the property, the PHA agrees to consent in writing if the terms of the financing have been approved by the PHA in accordance with standards prescribed by HUD.
- (d) A change in ownership in the Owner, such as a stock transfer or sale of the interest of a limited partner, which does not alter the obligations of the entity executing the Contract, is not subject to the provisions of this section.
- (e) The Owner will promptly notify the PHA in the event of any proposed transfer and give the PHA a copy of the transferee's agreement.
- (f) In the event of foreclosure, including foreclosure by HUD, and in the event of assignment or sale agreed to by HUD or made to HUD, housing assistance payments will continue in accordance with the terms of the Contract.

### 1.19 NONDISCRIMINATION.

- (a) The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, or handicap. The Owner shall not automatically exclude anyone from participation in, or deny anyone the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.
- (b) The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, U.S.C. 2000d, et seq.; the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with that Act, the regulations and requirements of HUD and Executive Order 11063, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1 issued under Title VI of the Civil Rights Act of 1964, and the HUD requirements pursuant to the regulations. The obligation of the Owner to comply therewith inures to the benefit of the United States of America, HUD, and the PHA, any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

- (d) In accordance with any rules and regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, as amended, the Owner shall not discriminate against any person on the basis of handicap.
- (e) (1) In the carrying out the obligations under this Contract, the Owner will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, handicap or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.  
(2) The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, handicap or national origin. The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

**1.20 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.**

The PHA and the Owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

**1.21 ENTIRE AGREEMENT.**

This Contract, including the exhibits, comprises the entire agreement between the parties with respect to the matters contained in it. No changes in this Contract shall be made except in writing signed by both the Owner and the PHA.

PHA Housing Authority of the City of Providence

OWNER Henry W. & Sylvia Rossi

By *Robert E. ...*  
Chairman  
INTERIM DIRECTOR  
(Official Title)

By *Henry W. Rossi*  
Husband  
(Official Title)

Date March 1, 1983

Date March 1, 1983

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.



Exhibit B of Housing Assistance Payment Contract

1. The Lessor shall provide the following utilities: (Specify)

All utilities and appliances, except gas cooking and gas hot water.

2. The Lessor shall provide maintenance and service as follows:

- A. The Lessor shall maintain the dwelling unit and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of the Lessee, in compliance with the Housing Quality Standards on the basis of which this Lease was approved by the Public Housing Agency, and the Lessor shall respond in a reasonable time to calls by the Lessee for services consistent with said obligation. Where applicable (as in case of multi-unit buildings), such maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs; and removal of snow and ice. Where security equipment and services are to be provided by Lessor they are as follows: (Specify, or state "None")

None

- B. Extermination services shall be provided by Lessor as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No schedule")

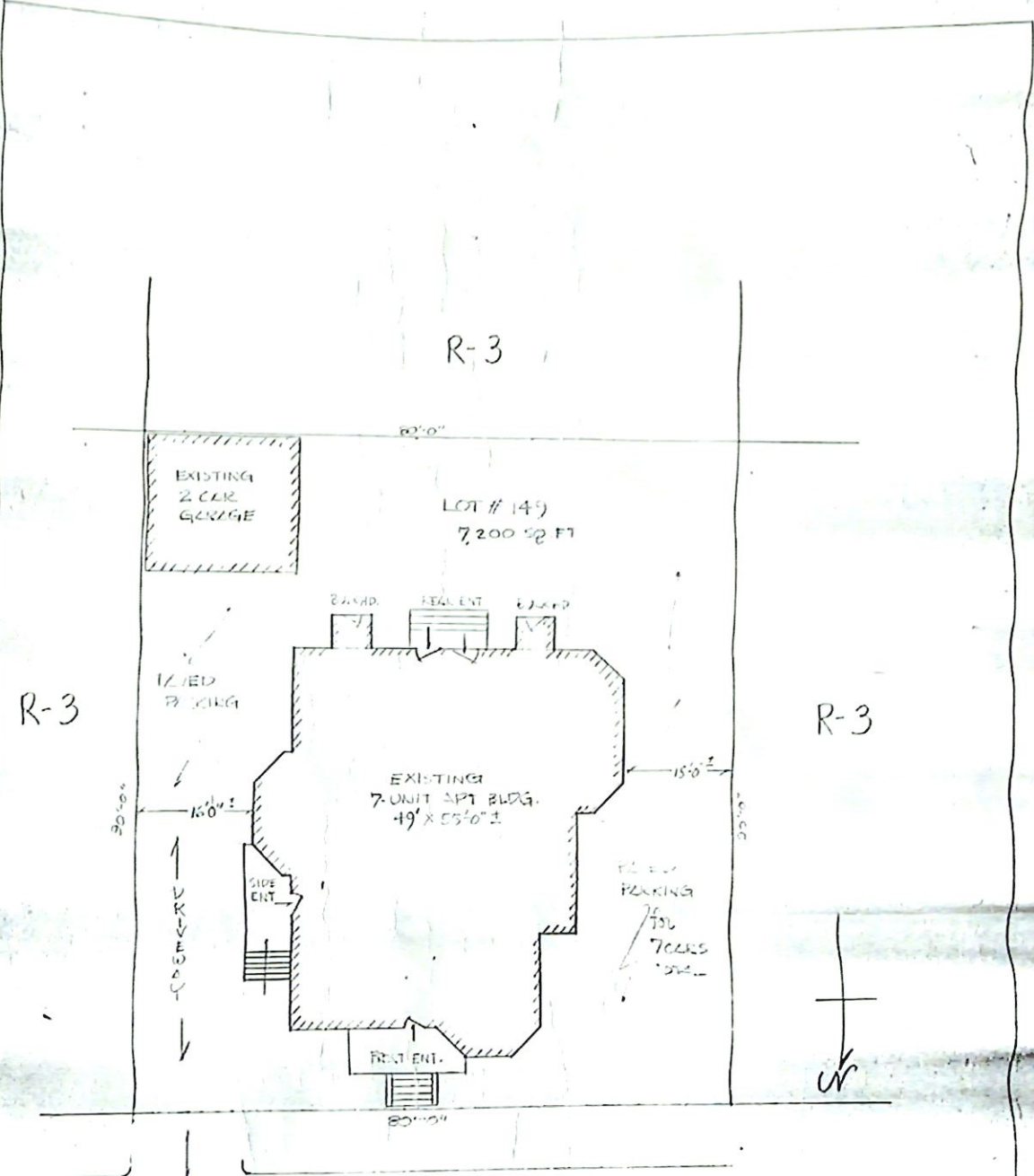
No schedule

- C. Repainting shall be provided by Lessor as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No schedule")

No schedule

# **EXHIBIT E**





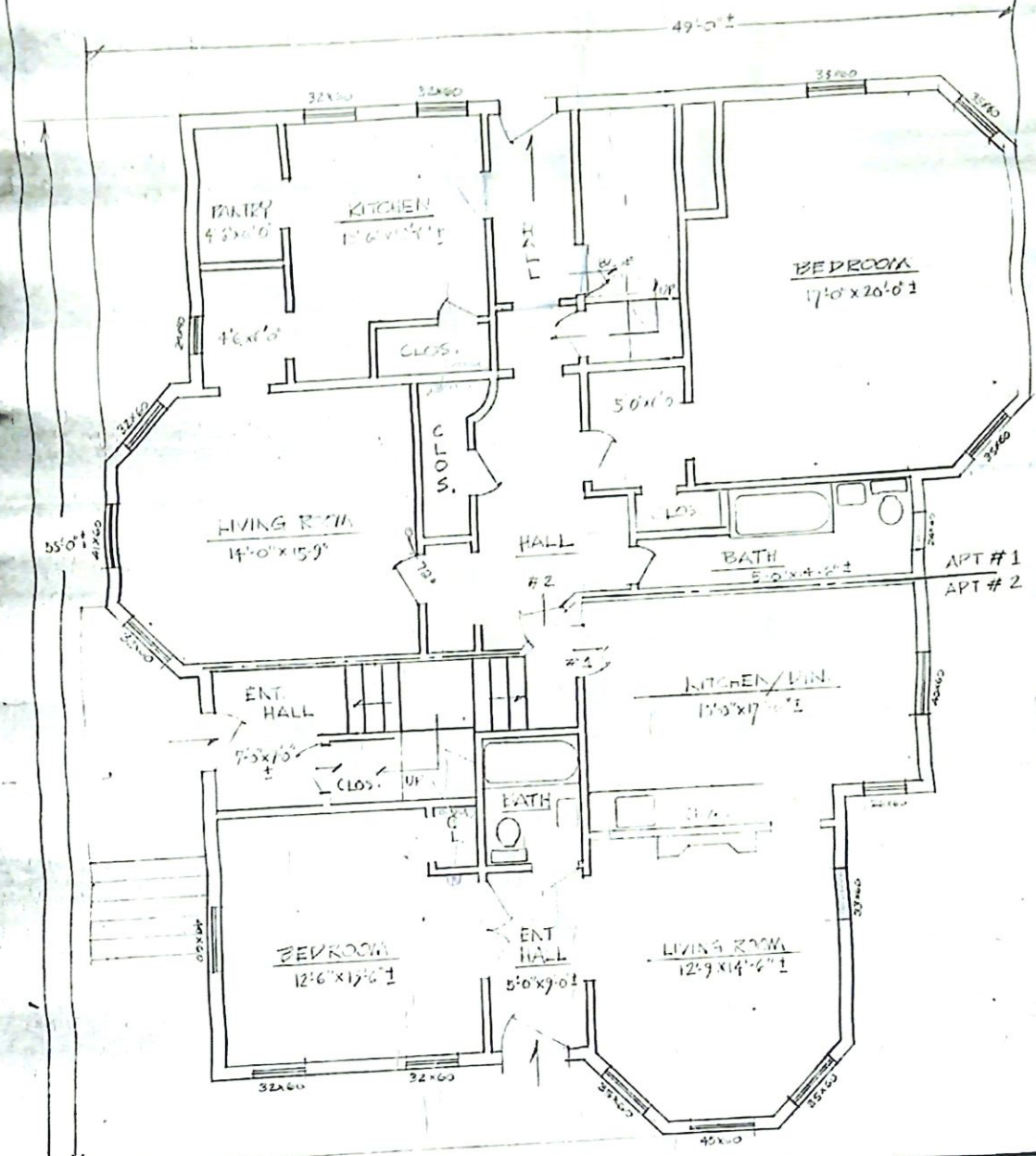
30 33 PRINCETON AVE.  
 PLOIPLAN  
 SCALE 1"=20'0"

APPROVED PLANS  
 ZONING BOARD OF REVIEW  
 DATE MAR 14 1983  
 PAGE 1 OF 4

11/1/82

M. LUCA 231-8654 SHEET 1 of 4





1ST. FLOOR PLAN PTS. 1-2  
 SCALE 1/4" = 1'-0"

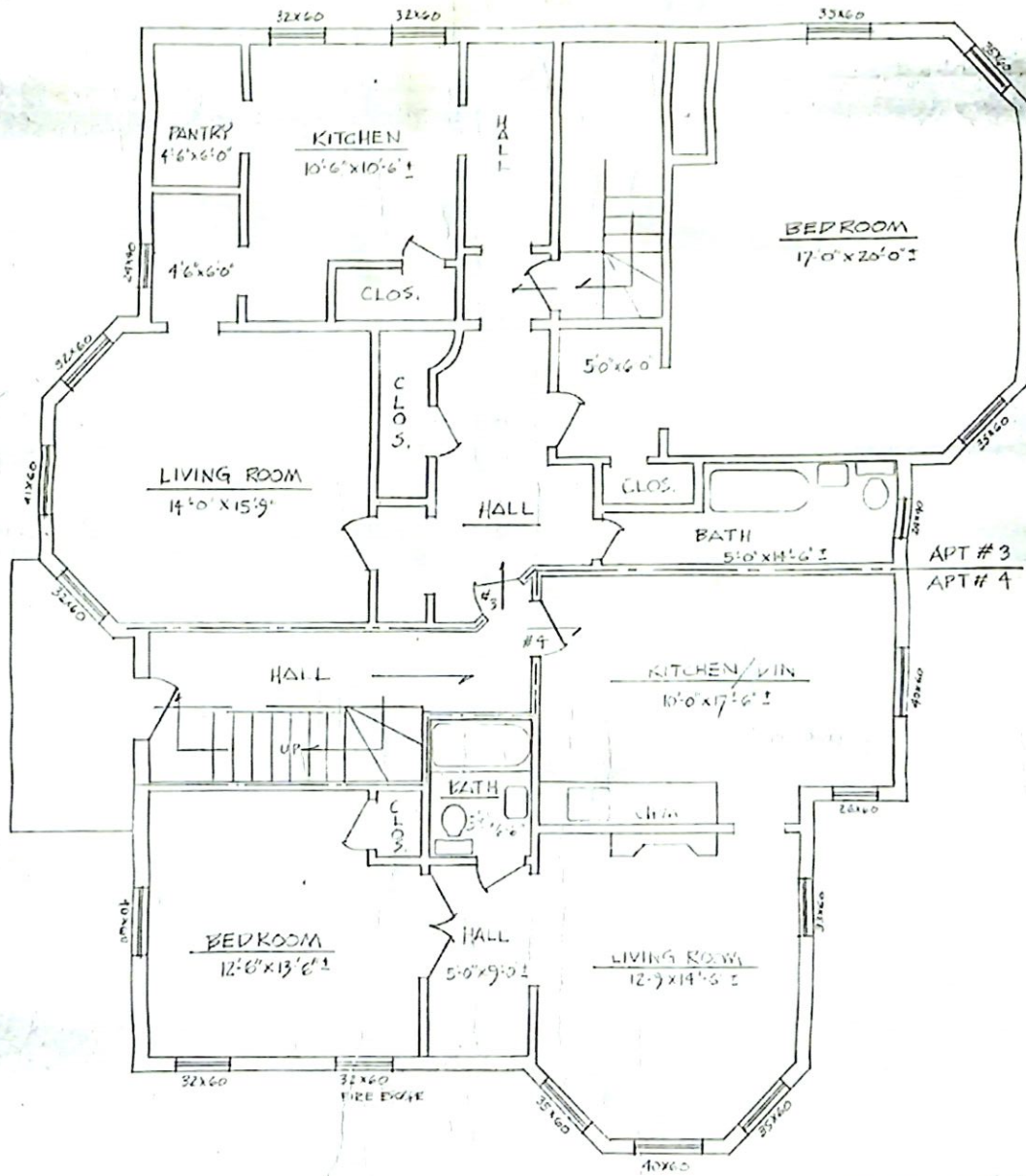
37-33 PRINCETON AVE.

A.P. LOT NO.

BLOCK 231-2634

APPROVED PLANS  
 ZONING BOARD OF REVIEW  
 DATE MAR 14 1983  
 PAGE 2 OF 4  
 SHEET 2 of 4

PRINCETON AVE.  
 ETON



2 ND FLOOR PLAN - APTS 3-4

SCALE 1/4" = 1'-0"

30-33 PRINCETON AVE. PRY. R.I.

A.F. LOT NO.

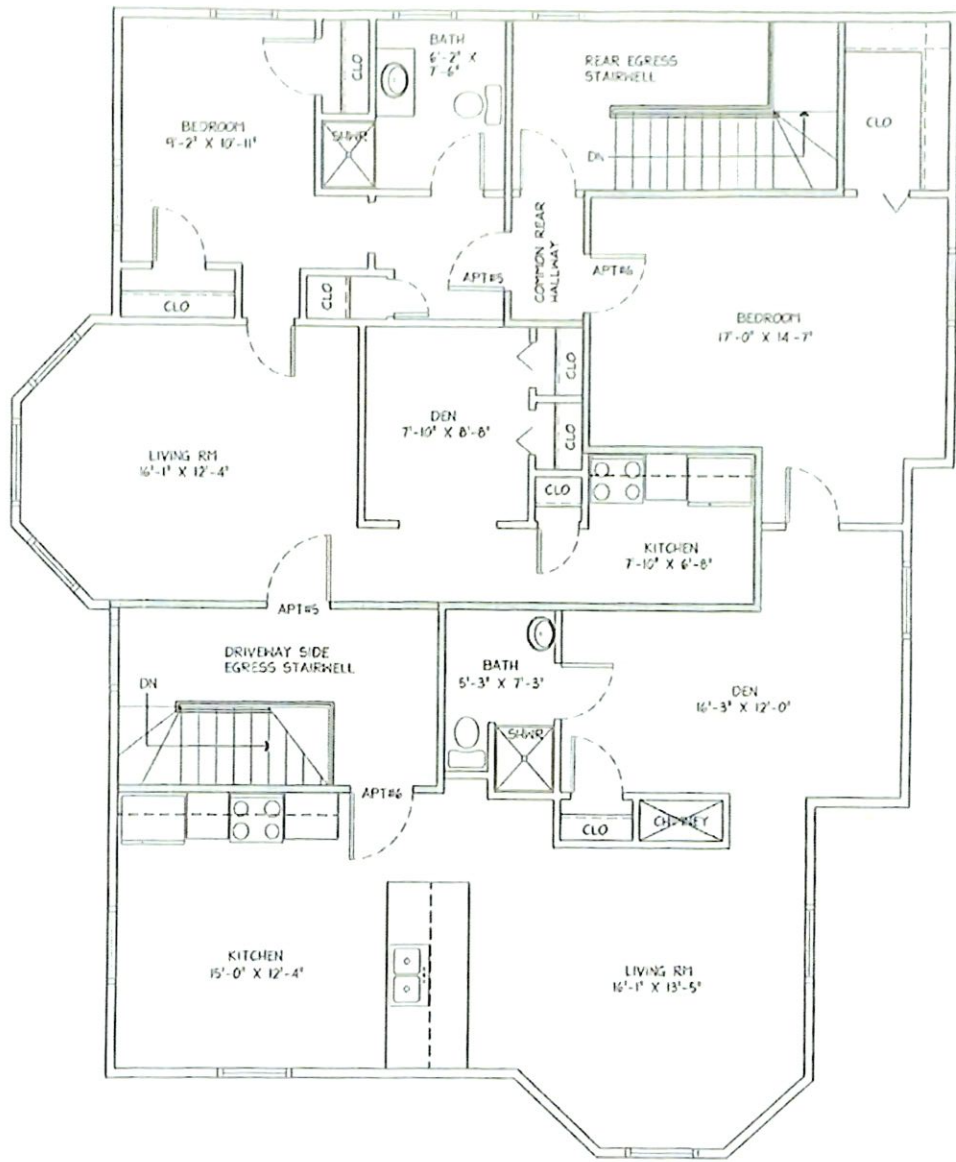
APPROVED PLANS  
 ZONING BOARD OF REVIEW  
 DATE MAR 14 1983  
 PAGE 3 OF 4

10 LUCKA 231-8221 SHEET 3 of 4

ETON

PRINCETON AVE.



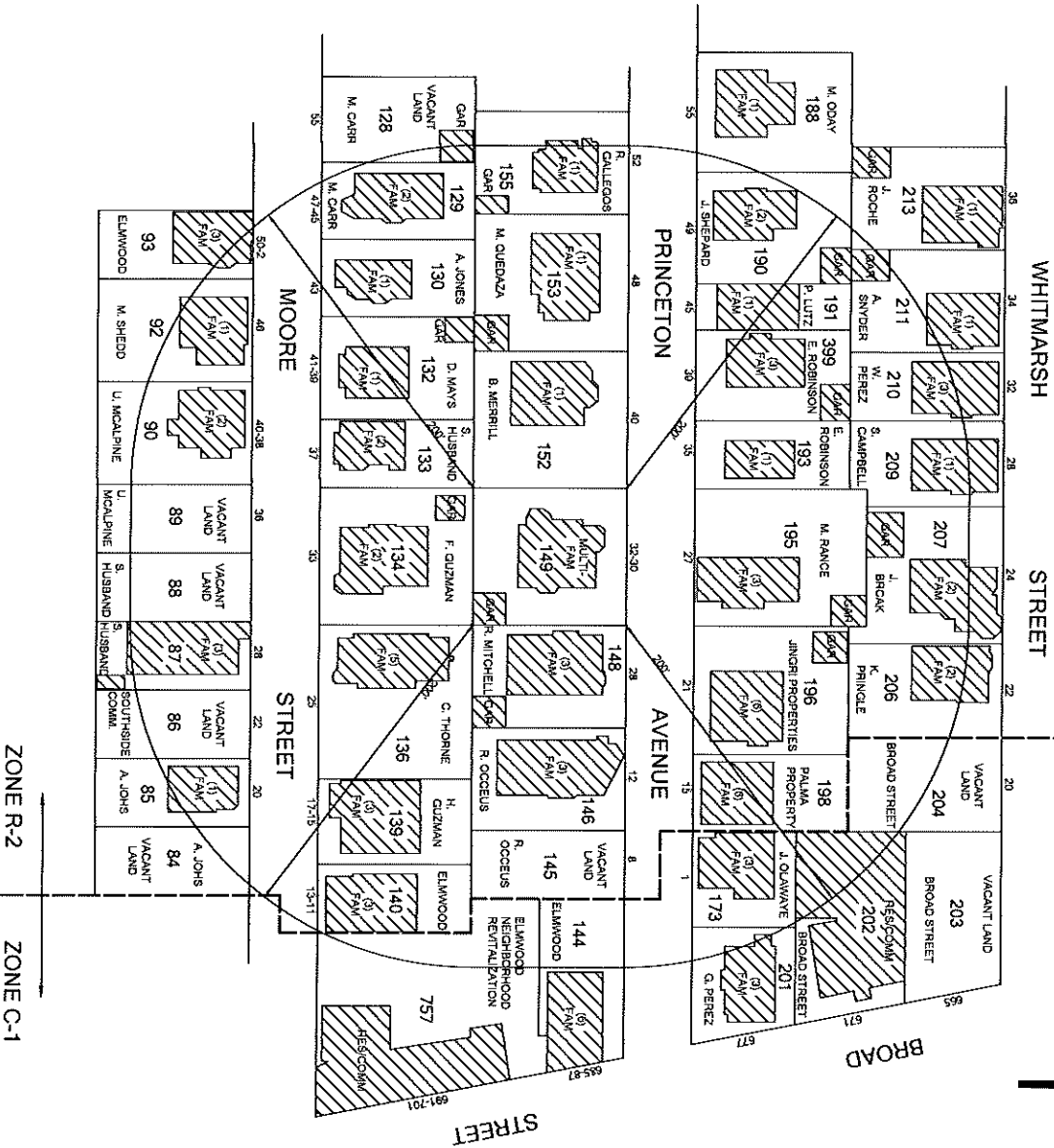


3RD FLOOR PLAN - APTS. 5 & 6  
 SCALE: 1/4" = 1'-0"  
 30 - 33 PRINCETON AVE., PROV., RI  
 SHEET 4 OF 4

PLAT 44

ZONE R-2

ZONE C-1



### 30-32 PRINCETON AVENUE PROVIDENCE, RHODE ISLAND

RAMZI J. LOGA, P.E.  
49 BATCHELLER AVENUE  
PROVIDENCE, RI 02904

SCALE:  
1" = 50'-0"

CONTENTS:  
200' RADIUS  
MAP













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