



## CITY OF PROVIDENCE

Brett P. Smiley, Mayor

April 3, 2023

Michael Lepizzera, Jr., Esq.  
Lepizzera and Laprocina Counsellors at Law, Ltd.  
117 Metro Center Blvd.  
Suite 2001  
Warwick, RI 02886

**Sent via email, regular, and certified mail**

Re: Skyline at Waterplace Restaurant, LLC

Dear Attorney Lepizzera:

This letter is to inform you that your client, Skyline at Waterplace, LLC ("Skyline") is in breach of several sections of the Lease Agreement it has with the City.

On February 28, 2023, your client was put on notice that it was in breach of the following:

1. Pursuant to Section 9.01, Maintenance, Skyline "shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition the building and shall use reasonable precautions to prevent waste, damage, or injury thereto." There have been numerous complaints about the condition of the premises at Skyline, including but not limited to trash, waste, furniture and kitchen equipment being left outside (in the public right of way), discarded balloon materials, etc. The City has made multiple requests that Skyline maintain the area and keep the premises in a clean condition. Skyline has failed to do so, and this continues to be an ongoing problem and concern.
2. Pursuant to Section 14.03, Environmental Remediation, Skyline is in breach of this section of the lease. See explanation in number 2 above.

As of today's date, your client continues to be in breach of these sections.

Moreover, your client is in breach of Section Article IX, Section 9.03(b) "Obligations of the Parties." Pursuant to the Third Lease Agreement, entered in to in March 2020, the lease provides:

CITY OF PROVIDENCE CITY SOLICITOR'S OFFICE  
444 Westminster Street, Suite 220  
Providence, RI 02903  
(401) 680-5333

Lessee is obligated to provide Lessor with documentation of all improvements, maintenance, repairs, etc. made between December 1, 2019 through the end of the lease period. Lessee's failure to provide documentation referred to in the preceding sentence will result in the termination [of] any further abatement in accordance with this Third Lease Amendment, and rent payments shall commence in accordance with the Lease as of December 1, 2019.

To date your client has not provided the City with any of the required documentation. As such, please let this letter serve as a demand for documentation of any improvements, maintenance, repairs, etc. made between December 1, 2019 through today's date.

If your client fails to provide said documentation within thirty-one (31) days of today's date, the City will seek payment of rent from December 1, 2019, through August 1, 2023.

Sincerely,

*/s/ Jillian H. Barker*

Jillian H. Barker  
Senior Assistant City Solicitor

**Cc: Sent via regular and certified mail**

Joseph Ricci  
31 Dennell Drive  
Lincoln, RI 02865

Skyline at Waterplace, LLC  
Attn: Michael Mota  
56 Pine Street, 3<sup>rd</sup> Floor  
Providence, RI 02903