

**CITY OF PROVIDENCE
RHODE ISLAND**



CITY COUNCIL

JOURNAL OF PROCEEDINGS

No. 32 City Council Regular Council Meeting, Thursday, November 15, 2018, 7:00 o'clock P.M.

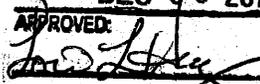
PRESIDING

**COUNCIL PRESIDENT
DAVID A. SALVATORE**

CALL TO ORDER

**PRESENT: COUNCIL PRESIDENT SALVATORE, COUNCILMAN APONTE,
COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA,
COUNCILWOMAN HARRIS, COUNCILMEN HASSETT, IGLIOZZI, JENNINGS,
COUNCILWOMEN LAFORTUNE, MATOS, COUNCILMEN NARDUCCI,
PRINCIPE, COUNCILWOMAN RYAN, COUNCILMEN YURDIN AND ZURIER –
15.**

**ALSO PRESENT: LORI L. HAGEN, CITY CLERK, TINA L. MASTROIANNI,
FIRST DEPUTY CITY CLERK, SHERI A. PETRONIO, SECOND DEPUTY CITY
CLERK AND JEFFREY DANA, CITY SOLICITOR**

**IN CITY COUNCIL
DEC 06 2018**
APPROVED:  **CLERK**

ROLL CALL

INVOCATION

The Invocation is given by **COUNCILWOMAN MARY KAY HARRIS**.

"Heavenly Father, this is the season to bring in remembrance of the things that we should be thankful for. As we gather with our families next week and celebrate Thanksgiving Day, let us be so ever thankful for the freedom of this country, the democracy that gives us the right to choose. Thank You for us having the great opportunity to serve the people of Providence. As we have chosen tonight to remember this corporate prayer, I would like for all of us to give honor and recognition to our Honorable Council Members who are going to be leaving the Council and will not be with us in the next term. Let's give honor to Honorable Councilman Bryan Principe, Honorable Councilman Samuel Zurier, Honorable Councilman Terrence Hassett and Honorable Councilman Wilbur Jennings. Father, we ask You to take good care of their families, take good care of their health, and Lord, we ask You that as they go forward and continue their new journey in life that in all things it gives You thanks Lord. So, we thank You Lord for each and every council person who has served a term of thankfulness Lord. We ask Lord that You bless and keep safe everyone in this Chamber who can hear the sound of my voice, and as always Lord, we will forever give You the glory. In Jesus name we pray. Amen."

PLEDGE OF ALLEGIANCE

COUNCILMAN TERRENCE M. HASSETT Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

Journal of Proceedings No. 31 of the Regular Meeting of the City Council held November 1, 2018, are approved as printed, on Motion of **COUNCILMAN IGLIOZZI**, Seconded by **COUNCILWOMAN RYAN**.

RESULT:	APPROVED (WITH VOTE) [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yuridin and Zurier – 15.

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated October 26, 2018, Informing the Honorable Members of the City Council that pursuant to Section 302(b) of the Providence Home Rule Charter of 1980, as amended and Section 42-63-1-11 of the Rhode Island General Laws, he is this day re-appointing **Ms. Kimberly Greene**, General Manager of the Renaissance Providence Hotel in Providence, Rhode Island, to the **Greater Providence-Warwick Convention and Visitors Bureau** for a term to expire on June 30, 2021.

Communication from His Honor the Mayor, dated October 26, 2018, Informing the Honorable Members of the City Council that pursuant to Section 302(b) of the Providence Home Rule Charter of 1980, as amended and Section 42-63-1-11 of the Rhode Island General Laws, he is this day appointing **Scott A. Williams**, General Manager of the Providence Biltmore Hotel in Providence, Rhode Island, to the **Greater Providence-Warwick Convention and Visitors Bureau** for a term to expire on June 30, 2019. (Mr. Williams replaces Mr. Koenig who has resigned.)

Communication from His Honor the Mayor, dated October 29, 2018, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1002 of the Providence Home Rule Charter of 1980, as amended, he is this day appointing **Antonio Morabito** of 66 Sandy Lane, Warwick, Rhode Island 02889, as **Acting Director of the Department of Public Works**.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Receives the Several Communications.

RESULT:	RECEIVED
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Communication from His Honor the Mayor, dated October 29, 2018, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1006 of the Providence Home Rule Charter of 1980, as amended, he is this day appointing **Michael Borg** of 6 Columbine Road, Rehoboth, Massachusetts 02769 to the position of **Director of Public Property**, and respectfully submits the same for your approval.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Communication to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

ORDINANCE(S) SECOND READING

The Following Ordinances were in City Council November 1, 2018, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance," Approved November 24, 2014, As Amended, to change the Use Matrix in Article 12 to allow Daycare Uses in the M-MU Zone.

SECTION 1: Chapter 27 of the Code of Ordinances of the City of Providence, entitled "The City of Providence Zoning Ordinance," approved November 24, 2014, as amended, is hereby further amended by making the following changes to the Use Matrix of Article 12, Section 1201, with additions underlined:

ARTICLE 12. USES

1201 USE MATRIX

Use	R-1A	R-1	R-2	R-3	R-4	R-P	C-1	C-2	C-3	D-1	W-2	W-3	M-1	M-2	<u>M-M</u>	<u>M-U</u>	I-1	I-2	P-S	O-S	C-D	Use Standard
Day Care - Day Care Center, up to 8 people receiving day care	P	P	P	P	P	P	P	P	P	P	P		P		<u>P</u>							Sec. 1202.1
Day Care - Day Care Center, 9 to 12 people receiving day care	S	S	S	S	S	S	P	P	P	P	P		S		<u>P</u>	P	P					Sec. 1202.1
Day Care - Day Care Center, more than 12 people receiving day care						S	P	P	P	P	P		P		<u>P</u>	P	P					Sec. 1202.1

SECTION 2: This ordinance shall take effect upon passage.

COUNCILMAN ZURIER

An Ordinance in Amendment of Chapter 23 of the Code of Ordinances of the City of Providence, Entitled: "Streets, Sidewalks and Public Places," Adding Section 23-144, "ERUV."

SECTION 1. The Code of Ordinances of the City of Providence, Chapter 23, Entitled, "Streets, Sidewalks and Public Places," Article V, Entitled, "Poles, Wires and Conduits" is hereby amended to include Section 23-144, Entitled "Eruv" as follows:

Sec. 23-144 - Eruv

(a) *Preamble.* An "eruv" is a physical boundary-made out of wire and connected to preexisting overhead utility poles, streetlights, and other vertical posts, as required-that, in Jewish law, signifies the boundary within which activities usually forbidden to be done in public on the Jewish Sabbath-such as carrying keys and pushing a baby stroller-are permitted. The City of Providence currently contains an eruv (the "Eruv"). The Eruv is installed and maintained by the Providence Eruv Corporation (the "PEC"), a 501(c)(3) organization incorporated in the State of Rhode Island. The Eruv presently covers part of the City of Providence and part of the City of Pawtucket. As part of the boundary, the Eruv sometimes requires the use of public property to hang wires that will also extend across the public way.

(b) To the extent permissible by law, the City of Providence allows the PEC to maintain, operate, replace, or remove the Eruv already in place to the extent that the PEC uses any City property (including, but not limited to, city buildings and poles) as part of the Eruv or has portions of the Eruv occupying the public way, subject to the following limitations:

1. Compliance with the Law. The PEC shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, in the installation, maintenance, removal, and any other matter relating to the Eruv. This includes, but is not limited to, ensuring no obstruction to public rights of way, ensuring no disruption in utility or City services, and seeking permission of any and all other entities which may own or use the property that is used as part of the Eruv.
2. Eruv Maintenance. The PEC shall be solely responsible for the installation, maintenance, removal, costs associated therewith, and any other matters relating to the Eruv. Furthermore, the PEC shall install, maintain, remove, and otherwise operate the Eruv in such a way so as not to interfere with the structural integrity or the proper functioning of any of the City's property, as well as in such a way so as to not pose any danger to any of the City's employees or contractors, or the general public.

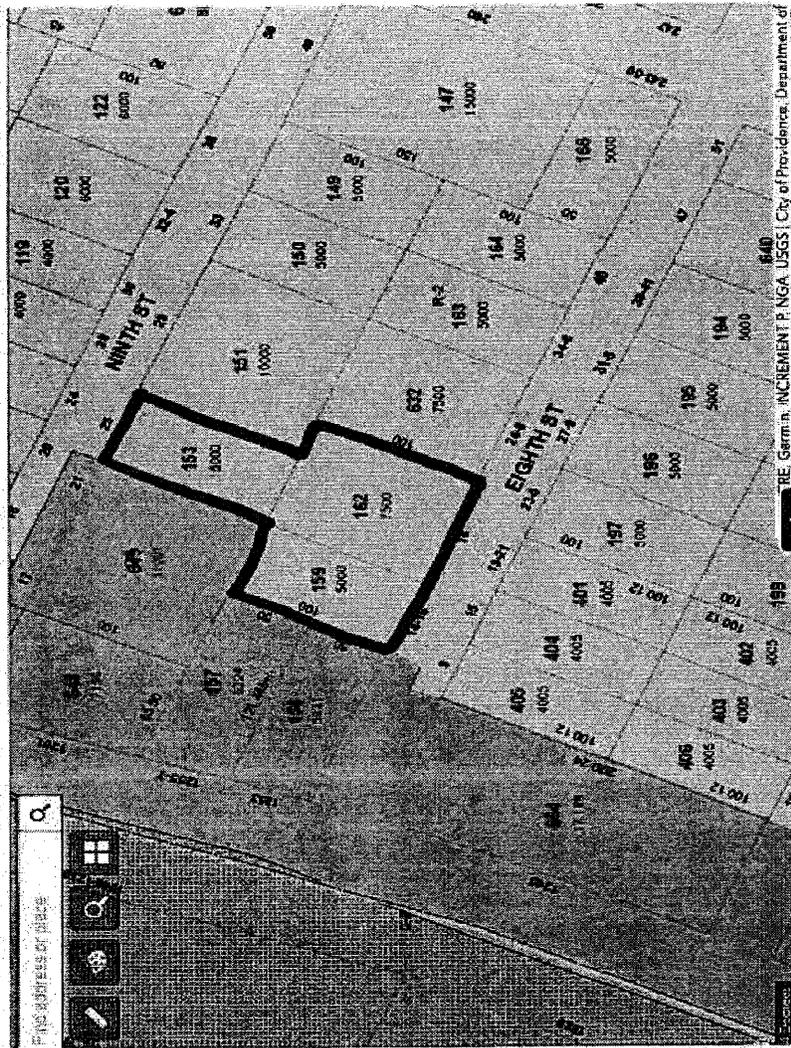
3. City's Right to Maintain its Property. Nothing in this Ordinance limits the right of the City, its employees, contractors, and servants to install, remove, maintain, repair, or otherwise care for its property, including property upon which the Eruv is affixed, as it deems fit. The City shall not be responsible for providing notice to the PEC of any such activity, nor shall it be responsible for providing notice of any interruption to the Eruv as a result of any such activity.
4. Damage or Theft. The City shall not be responsible for any damage, theft, or interruption of any kind relating to the Eruv. The City shall not be responsible for providing notice to the Corporation of any such damage, theft, or interruption of any kind.
5. Insurance Coverage. The PEC, shall secure a general liability policy, at its own expense, in an amount not less than one million dollars (\$1,000,000.00). Such policy shall name the City, its officers, employees, and servants as additional insureds and contain an endorsement extending coverage to the City, its officers, employees, and servants. Within thirty (30) days of obtaining such a policy, the PEC shall provide the City Clerk with a copy of the operative document showing that the City, its officers, employees, and servants are covered under the policy. At least thirty (30) days prior to the expiration of such policy, the PEC shall provide written notice to the City that the PEC and the City, its officers, employees, and servants will be insured for at least an additional six (6) months from the date of expiration of the policy. Such written notice shall include a copy of the new operative document showing that that the City, its officers, employees, and servants are covered under the policy.
6. Release. The PEC shall release, defend, and indemnify the City, its officers, employees, contractors, and servants from any and all liability relating to installation, maintenance, removal, and any other matter relating to the Eruv. The PEC further shall release, defend, and indemnify the City and its officers, employees, contractors, and servants from any and all liability relating to actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third-party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damages that are brought or may be brought against the City concerning the Eruv, as well as any actions or occurrences, whether negligent, intentional, or criminal, on or with respect to the Eruv, including, but not limited to, any claims for property damage, personal injuries, and damages or injuries of any kind. The Corporation further represents that all persons participating in the installation, maintenance, and/or removal of the Eruv assume the risk of any and all damages resulting from such actions, including any and all risks posed by City property.

7. Revocation. The City's Director of Public Works, or his or her designee, may revoke permission granted under this ordinance for any reason, at any time, with or without cause. Upon providing notice to the PEC of such revocation, the PEC shall, within twenty-four hours, remove, or have removed, the Eruv, or any portion thereof, hanging in the public way, using city property, or necessitating removal. The City's Director of Public Works, or his or her designee, may nullify his or her revocation at any time, allowing the Eruv to continue as it existed prior to the revocation by the Director, or his or her designee.

(c) Modification/Expansion. If the PEC intends to modify or expand the Eruv in any way, plans for that modification must be approved by the City's Director of Public Works before implementation.

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, to change the Zoning District on the Official Zoning Map for the properties located at 14-16 and 18 Eighth Street and 25 Ninth Street, identified as Plat 91, Lots 153, 159 and 162 from R-2 to C-2.

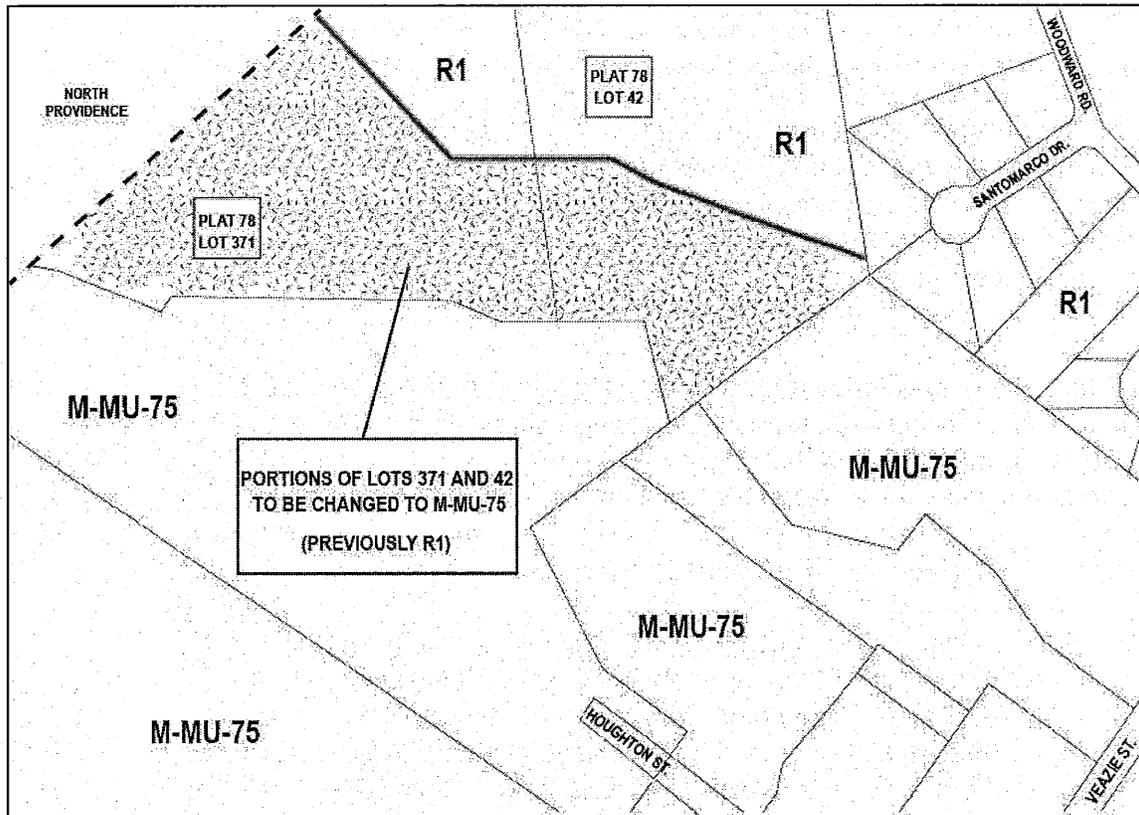
SECTION 1. Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, is hereby further amended by changing the Zoning District on the Official Zoning Map for the properties located at 14-16 and 18 Eighth Street and 25 Ninth Street, identified as Plat 91, Lots 153, 159 and 162, as shown on the accompanying map, from R-2 to C-2, provided the uses permitted on said property shall be restricted to either one family dwellings, two-family dwellings, three family dwellings or multi-family dwellings.



SECTION 2. This ordinance shall take effect upon passage.

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, to change the Zoning District on the Official Zoning Map for the property located on Assessor's Plat 78, Lots 42 and 371, from R-1 to M-MU-75.

SECTION 1. Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, is hereby further amended by changing the Zoning District on the Official Zoning Map for the property located on Assessor's Plat 78, Lots 42 and 371, as shown on the accompanying map, from R-1 to M-MU-75.



SECTION 2. This ordinance shall take effect upon passage.

COUNCIL PRESIDENT SALVATORE, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Providence 2017, LLC located at 145 Corliss Street.

WHEREAS, Providence 2017, LLC (“Project Owner”) is the owner of certain real property located in the City at 145 Corliss Street, Assessor’s Plat 074, Lot 375; and

WHEREAS, Project Owner has proposed and committed to construct a new commercial building to be primarily utilized as a storage facility; and

WHEREAS, Under article 13, section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, Pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Project Owners to rehabilitate existing historic buildings and return them to useful service featuring commercial and residential uses thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Project Owners to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating these historic buildings into mixed use buildings featuring commercial and residential uses in the heart of downtown Providence. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, In consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 145 Corliss Street, Assessor’s Plat 074, Lot 375.

“Property Owner” shall mean the Project Owner or any other respective entities with the legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a twelve (12) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2018 and terminating on December 31, 2029. (Tax Years 2019- 2030).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2019 through and including tax year 2021, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2016 assessment value multiplied by the 2017 Tax Year tax rate (hereinafter the "Base Assessment Tax"). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See "Tax Stabilization Plan" incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owners to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause a Notice of this Agreement to be recorded at its expense in the City's official public land evidence records.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months of the effective date of this Agreement.

Section 3.2. Permits and Certificates of Occupancy.

Property Owners shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agree to provide written notice to the City within thirty (30) days of any transfer of title to the real estate.

Section 4.2. Transfer to Tax Exempt Entities. In the event that one of the respective entities comprising the Property Owner transfers one of the lots comprising the Property to a tax exempt entity, this Agreement shall be void ab initio as it pertains to the respective lot being transferred and the owner thereof and any entity holding the legal right or legal interest in the that respective lot at the time of said transfer shall be liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the Property Owner transfers the Property to a tax exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, the then respective entity owning the applicable lot at the time of said sale will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Property Owner shall make a good faith effort to award to Minority Business Enterprises as defined in Rhode Island General Laws, Section 31- 14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). Property Owners shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). Property Owner will request the City MBE/WBE office and its Supplier Diversity Director to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Property Owner in meeting said goals. The process of participating with the MBE/WBE office and its Supplier Diversity Director shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry. Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Pursuant to the City of Providence First Source Ordinance, the Project Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this Agreement. Project Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

Section 5.4. "Buy Providence" Initiative. Property Owner will use good faith efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the City of Providence. In furtherance of this effort, Property Owners will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Property. In order to further that effort, Property Owner will hold seminars/meetings upon passage of this Ordinance, with the Providence MBE/WBE office, the Supplier Diversity Director, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with Property Owner in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate Property Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Property Owner.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator within the department of purchasing. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the First Source Director quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the First Source Director to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record a Notice of this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing within thirty (30) days of the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations to the City of Providence.

SECTION 7. NOTICE AND CURE.

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90) days, then the Property Owner shall request an additional reasonable period of time from the Tax Assessor (and if an agreement on the period of time cannot be reached between the Property Owner and the Tax Assessor, then the Property Owner shall request such additional time from the City Council) to cure such default. Such reasonable request shall be granted provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Property Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole reasonable discretion.

Section 7.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail, or by nationally recognized overnight courier (such as Federal Express or UPS) and addressed to the following parties set forth below:

If to: City of Providence
Office of the City Clerk
25 Dorrance St.
Providence, RI 02903

If to: Providence 2017, LLC
22 Maple Ave
Morristown, NJ 07960
Copy to:
Zachary Darrow, Esq.
Darrow Everett, LLP
One Turks Head Place, Suite 1200
Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.2. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.3. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege thereunder.

Section 8.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2, the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under Title 44 of the Rhode Island General Laws, as they pertain to the Tax Payments due and owing pursuant to this Agreement, unless the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations (as referenced in R.I. Gen. Laws § 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement, and one final report following the issuance of a certificate of occupancy for the work contemplated hereby (which reporting may be done on a Property by Property basis). Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, and evidence of employment compliance pursuant to Section 6 above. Upon receipt and review, the City Council may require and request reasonable additional non-confidential or proprietary information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor, the Property Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the total project costs as presented in the Property Owner's application for each respective tax year during the term of this Agreement.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall, within thirty days of receiving a statement from the Treasurer, contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make annual payments to the Fund in the amount of Five (5) percent of the abated tax for each respective tax year, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. Additionally, in the first three years of this Agreement, the Property Owner shall contribute a total of \$2,5000.00 in each year. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default. By way of example only, if the tax savings for Year 4 is \$500,000, the contribution for Year 4 shall be \$25,000.

- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4 Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.5. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 9.6. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.7. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owners and may not be amended or modified except as expressed in this document.

Section 9.8. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor.

Exhibit A

<u>Year</u>	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 4	11%
Year 5	22%
Year 6	33%
Year 7	44%
Year 8	55%
Year 9	66%
Year 10	77%
Year 11	88%
Year 12	95%

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT: READ/PASSED SECOND TIME [UNANIMOUS]
MOVER: Councilman Igliazzi
SECONDER: Councilwoman Ryan
AYES: Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yuridin and Zurier – 15.

The Motion for Passage the Second Time is Sustained.

COUNCILMAN NARDUCCI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Branch Holdings, LLC
Located at 715, 725, 726 & 745 Branch Avenue.

WHEREAS, Branch Holdings, LLC (“Branch”) is the owner of that certain real property located in the City at 725 & 726 Branch Avenue, Providence, Rhode Island, and more specifically laid out and designated as Plat 98, Lot 431 and Lot 432; and 715 Branch Avenue, known as identified Plat 98, Lot 424 and 745 Branch Avenue, Providence, RI, Plat 98, Lot 421 (collectively, the “Property”). The Property is also known as the “Wanskuck Mill”; and

WHEREAS, Branch has proposed and promised to rehabilitate the mill building and/or improvement on its property creating retail and residential spaces in the existing mill, thus returning the property to productive mixed use in accordance with the construction plans already submitted to the City by Branch; and

WHEREAS, Under article 13, section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, Pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Branch to rehabilitate and redevelop the Building into retail and residential spaces, thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Branch to commit by agreement to make a significant investment in the above-referenced property, which will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at Branch Avenue, which Property also known as and consists of the following lots and area Assessor’s Plat 98, Lots 431, 432, 424 and 421, all of which comprise the Property otherwise known as the Wanskuck Mill.

“Property Owner” shall mean Branch, or any entity with a recorded legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a twelve (12) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2018 and terminating on December 31, 2029. (Tax Years 2019- 2030).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax year 2018, the Property shall be assessed at the then-current assessed value of the Property as of December 31, 2017 multiplied by the then-current rate. For tax years 2019 through and including tax year 2021, the Property Owner shall make a tax payment equal to the taxes due and owing for an assessment value of \$4,500,000 multiplied by a tax rate of \$36.70 per \$1,000.00 in assessment value (hereinafter the “Base Assessment”). For each tax year thereafter, the Property Owner will pay a percentage of the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as **Exhibit A**.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owner to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause Notice of this Agreement to be recorded at its expense in the City's official public land evidence records. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this Agreement and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months and shall complete within twenty-four (24) months of the effective date of this Agreement, unless otherwise extended by Petition to and by agreement of the City Council.

Section 3.2. Permits and Certificates of Occupancy.

Property Owner shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agrees to provide prior written notice to the City before any transfer of the Property so that the City may make a determination, in its sole discretion, as to whether or not stabilization under this Agreement will continue.

Section 4.2. Transfer to Tax Exempt Entities. In the event that the Property Owner transfers the Property to a tax-exempt entity, this Agreement shall be void ab initio and any entity holding an equitable or legal interest in the Property on or after the Effective Date of this Agreement shall be jointly and severally liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that any Property Owner transfers the Property to a tax-exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, any and all Property Owners will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to comply with goals and requirements found in Chapter 21 Article II Section 52 of the Providence Code of Ordinances as it pertains to Minority and Women Business Enterprises.

Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III1/2 of the Providence Code of Ordinances

Section 5.4. "Buy Providence" Initiative. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to ensure that any and all materials necessary to carry out the projects afforded the stabilization found in Section 2.3 above are purchased from economically competitive and qualified vendors located in the City of Providence, to the extent such materials can be purchased in the City of Providence. To be clear, nothing in the foregoing shall be construed so as to obligate Property Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Property Owner.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the Director of Planning or his/her designee quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the Director of Planning or his/her designee to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or

- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing prior to the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations which would affect the priority of the liens created herein.

SECTION 7. NOTICE AND CURE.

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. Upon notice of potential default the City Council shall request, by a majority vote, that the City Clerk send written notice of said potential default and a demand for cure of the same. Upon receipt of the written notice of the potential default the Property Owner shall have thirty (30) days to cure any potential default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within thirty (30) days, then the Property Owner shall request an additional reasonable period of time from the City Council, by resolution, to cure such default as may be necessary provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Project Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole discretion, which shall not be unreasonably withheld.

Section 7.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail and addressed to the following parties set forth below:

If to: City of Providence
Office of the City Clerk
25 Dorrance St.
Providence, RI 02903

If to: Branch Holdings, LLC
c/o John O. Mancini, Esq.
Mancini Carter, PC
56 Pine Street, 3rd Floor
Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Retroactive Revocation of Tax Stabilization. In the event of a default under this Agreement which remains uncured after the notice and cure period set forth in Section 7 above, the Property Owner shall pay to the City an amount equal to the difference between the stabilized tax payments made under this Agreement and the amount of Property taxes that would have been assessed and paid during the tax stabilization term as defined in Section 2.2 above, but for this Agreement. The entire retroactive tax obligation will become due and owing on the same date that the next quarterly taxes are due for all other taxpayers in the City.

Section 8.2. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.3. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2, the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under Title 44 of the Rhode Island General Laws, as they pertain to the Tax Payments due and owing pursuant to this Agreement, unless the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations (as referenced in R.I. Gen. Laws § 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

Section 8.5. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege thereunder.

Section 8.6. Joint and Several Liability. In the event of default under this Agreement Branch agrees to remain jointly and severally liable with any and all Property Owners.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City on its progress in complying with the provisions of this Agreement. Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, evidence of employment compliance pursuant to Section 6 above, and overall financial well-being. Upon receipt and review, the City may require and request additional information.

Section 9.2. Monitoring Fee. The Property Owner shall remit a monitoring/compliance fee to the City in the amount of one-hundredth of one percent (0.01%) of the cost of the project annually for the term of this Agreement. Said fee shall be used to provide the needed resources to the City Tax Assessor's Office, and by extension to the City Solicitor's Office, to monitor and review compliance with this ordinance as well as enforce the provisions contained herein.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make annual payments to the Fund in the amount of 5 (five) percent of the total estimated abated tax for the term of the tax stabilization agreement, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. Additionally, in the first three years of this Agreement, the Property Owner shall contribute a total of \$1,000.00 in each year. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default.

- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4. Resolution of Calculation Disputes. Property Owner and the City of Providence agree that Property Owner retains the right to appeal the valuations of the Property or calculation of the taxes assessed from time to time.

Section 9.5. Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.6. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 9.7. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.8. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner and may not be amended or modified except as expressed in this document.

Section 9.9. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the City Council and approval of the Mayor.

COUNCILMAN IGLIOZZI Moves to Amend item number 13 and confirms that the proposed amendment is simply just clerical and/or no substantive changes, Seconded by COUNCILWOMAN RYAN.

COUNCILMAN IGLIOZZI Moves Passage of the Ordinance the Second Time, As Amended, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT: READ/PASSED (AS AMENDED) 2X [UNANIMOUS]
MOVER: Councilman Igliazzi
SECONDER: Councilwoman Ryan
AYES: Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 15.

The Motion for Passage the Second Time, as Amended, is Sustained.

COUNCILMAN IGLIAZZI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Providence Capital Holdings, LLC at 185 Westminster Street.

WHEREAS, Providence Capital Holdings, LLC (“Providence Holdings”) is the owner of certain real property located in the City at 185 Westminster Street, Assessor’s Plat 020, Lot 20; and

WHEREAS, Providence Holdings has proposed and committed to the rehabilitation and redevelopment of approximately 50,000 square feet underused space into a new mixed-use residential and commercial space structure with a restaurant, thus returning the property to a productive commercial use in accordance with the construction plans already submitted to the City by Providence Capital; and

WHEREAS, Under article 13, section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, Pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Providence Holdings to rehabilitate and redevelop approximately 50,000 square feet underused space into a new mixed-use residential and commercial space structure with a restaurant, thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and

(B) The willingness of Providence Holdings to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating and redeveloping approximately 50,000 square feet underused space into a new mixed-use residential and commercial space structure with a restaurant. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, In consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 185 Westminster Street, Assessor’s Plat 020, Lot 20.

“Property Owner” shall mean Providence Holdings, or any entity with legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a ten (10) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2017 and terminating on December 31, 2026. (Tax Years 2018 - 2027).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2018 through and including tax year 2019, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2017 assessment value multiplied by the 2018 Tax Year tax rate (hereinafter the “Base Assessment Tax”). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owner to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause this Agreement to be recorded at its expense in the City's official public land evidence records. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this Agreement and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months and shall complete within twenty-four (24) months of the effective date of this Agreement.

Section 3.2. Permits and Certificates of Occupancy.

Property Owner shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agrees to provide prior written notice to the City before any transfer of the Property so that the City may make a determination, in its sole discretion, as to whether or not stabilization under this Agreement will continue.

Section 4.2. Transfer to Tax Exempt Entities. In the event that the Property Owner transfers the Property to a tax-exempt entity, this Agreement shall be void ab initio and any entity holding an equitable or legal interest in the Property on or after the Effective Date of this Agreement shall be jointly and severally liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that any Property Owner transfers the Property to a tax-exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, any and all Property Owners will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to comply with any and all requirements under Chapter 21 Article II Section 52 of the Providence Code of Ordinances as it pertains to Minority and Women Business Enterprises.

Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III1/2 of the Providence Code of Ordinances

Section 5.4. "Buy Providence" Initiative. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to ensure that any and all materials necessary to carry out the projects afforded the stabilization found in Section 2.3 above are purchased from economically competitive and qualified vendors located in the City of Providence, to the extent such materials can be purchased in the City of Providence.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the First Source Director quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the Director of Planning and Development, or his/her designee, to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing prior to the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations which would impact the validity of the lien created herein.

SECTION 7. NOTICE AND CURE.

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. Upon notice of potential default the City Council shall request, by a majority vote, that the City Clerk send written notice of said potential default and a demand for cure of the same. Upon receipt of the written notice of the potential default the Property Owner shall have thirty (30) days to cure any potential default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within thirty (30) days, then the Property Owner shall request an additional reasonable period of time from the City Council, by resolution, to cure such default as may be necessary provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Project Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole discretion, which shall not be unreasonably withheld.

Section 7.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail and addressed to the following parties set forth below:

If to: City of Providence
 Office of the City Clerk
 25 Dorrance St.
 Providence, RI 02903

If to: Providence Capital Holdings, LLC
 100 Dorrance Street
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Retroactive Revocation of Tax Stabilization. In the event of a default under this Agreement which remains uncured after the notice and cure period set forth in Section 7 above, the Property Owner shall pay to the City an amount equal to the difference between the stabilized tax payments made under this Agreement and the amount of Property taxes that would have been assessed and paid during the tax stabilization term as defined in Section 2.2 above, but for this Agreement. The entire retroactive tax obligation will become due and owing on the same date that the next quarterly taxes are due for all other taxpayers in the City.

Section 8.2. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.3. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.4. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege thereunder.

Section 8.5. Joint and Several Liability. In the event of default under this Agreement Providence Holdings agrees to remain jointly and severally liable with any and all Property Owners.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement. Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, evidence of employment compliance pursuant to Section 6 above, and overall financial well-being. Upon receipt and review, the City Council may require and request additional information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor the Property Owner shall remit a monitoring/compliance fee to the City in the amount of one-hundredth of one percent (0.01%) of the total project costs pursuant to this Agreement each respective tax year during the term of this Agreement. Said fee shall be used to provide the needed resources to the City Tax Assessor's Office, and by extension to the City Solicitor's Office, to monitor and review compliance with this ordinance as well as enforce the provisions contained herein.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make annual payments, starting in the first tax year of this Agreement, to the Fund in the amount of the annual proportion of Five (5) percent of the abated tax for each respective year, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. In the first two years of this Agreement, the Property Owner shall contribute a total of \$1,000.00 in each year as an advance on their total contribution over the life of this Agreement. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default.
- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4. Resolution of Calculation Disputes. Property Owner and the City of Providence agree that Property Owner retains the right to appeal the valuations of the Property or calculation of the taxes if and only if the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations (as referenced in R.I. Gen. Laws § 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property.

Section 9.5. Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.6. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 9.7. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.8. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner and may not be amended or modified except as expressed in this document.

Section 9.9. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor.

An Ordinance Establishing a Tax Stabilization Agreement for Providence Capital III, LLC located at 170 Westminster Street.

WHEREAS, Providence Capital III, LLC (“Providence Capital”) is the owner of certain real property located in the City at 170 Westminster Street, Assessor’s Plat 020, Lot 386; and

WHEREAS, Providence Capital has proposed and committed to the rehabilitation and redevelopment of approximately 57,000 square feet underused space into a new mixed-use residential and commercial office space structure with a top-floor restaurant, thus returning the property to a productive commercial use in accordance with the construction plans already submitted to the City by Providence Capital; and

WHEREAS, Under article 13, section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Providence Capital to rehabilitate and redevelop approximately 57,000 square feet of underused space into a new mixed-use residential and commercial office space structure with a top-floor restaurant, thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Providence Capital to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating and redeveloping approximately 57,000 square feet of underused space into a new mixed-use residential and commercial office space structure with a top-floor restaurant. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 170 Westminster Street, Assessor’s Plat 020, Lot 386.

“Property Owner” shall mean Providence Capital, or any entity with legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a fifteen (15) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2017 and terminating on December 31, 2031. (Tax Years 2018 - 2032).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2018 through and including tax year 2020, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2017 assessment value multiplied by the 2018 Tax Year tax rate (hereinafter the “Base Assessment Tax”). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owner to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause this Agreement to be recorded at its expense in the City's official public land evidence records. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this Agreement and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months and shall complete within twenty-four (24) months of the effective date of this Agreement.

Section 3.2. Permits and Certificates of Occupancy.

Property Owner shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agrees to provide prior written notice to the City before any transfer of the Property so that the City may make a determination, in its sole discretion, as to whether or not stabilization under this Agreement will continue.

Section 4.2. Transfer to Tax Exempt Entities. In the event that the Property Owner transfers the Property to a tax-exempt entity, this Agreement shall be void ab initio and any entity holding an equitable or legal interest in the Property on or after the Effective Date of this Agreement shall be jointly and severally liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that any Property Owner transfers the Property to a tax-exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, any and all Property Owners will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to comply with any and all requirements under Chapter 21 Article II Section 52 of the Providence Code of Ordinances as it pertains to Minority and Women Business Enterprises.

Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III/2 of the Providence Code of Ordinances

Section 5.4. "Buy Providence" Initiative. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall make a good faith effort to ensure that any and all materials necessary to carry out the projects afforded the stabilization found in Section 2.3 above are purchased from economically competitive and qualified vendors located in the City of Providence, to the extent such materials can be purchased in the City of Providence.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the First Source Director quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the Director of Planning and Development, or his/her designee, to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing prior to the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations which would impact the validity of the lien created herein.

SECTION 7. NOTICE AND CURE.

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. Upon notice of potential default the City Council shall request, by a majority vote, that the City Clerk send written notice of said potential default and a demand for cure of the same. Upon receipt of the written notice of the potential default the Property Owner shall have thirty (30) days to cure any potential default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within thirty (30) days, then the Property Owner shall request an additional reasonable period of time from the City Council, by resolution, to cure such default as may be necessary provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Project Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole discretion, which shall not be unreasonably withheld.

Section 7.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail and addressed to the following parties set forth below:

If to: City of Providence
 Office of the City Clerk
 25 Dorrance St.
 Providence, RI 02903

If to: Providence Capital III, LLC
 100 Dorrance Street
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Retroactive Revocation of Tax Stabilization. In the event of a default under this Agreement which remains uncured after the notice and cure period set forth in Section 7 above, the Property Owner shall pay to the City an amount equal to the difference between the stabilized tax payments made under this Agreement and the amount of Property taxes that would have been assessed and paid during the tax stabilization term as defined in Section 2.2 above, but for this Agreement. The entire retroactive tax obligation will become due and owing on the same date that the next quarterly taxes are due for all other taxpayers in the City.

Section 8.2. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.3. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.4. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege thereunder.

Section 8.5. Joint and Several Liability. In the event of default under this Agreement Providence Capital agrees to remain jointly and severally liable with any and all Property Owners.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement. Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, evidence of employment compliance pursuant to Section 6 above, and overall financial well-being. Upon receipt and review, the City Council may require and request additional information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor the Property Owner shall remit a monitoring/compliance fee to the City in the amount of one-hundredth of one percent (0.01%) of the total project costs pursuant to this Agreement each respective tax year during the term of this Agreement. Said fee shall be used to provide the needed resources to the City Tax Assessor's Office, and by extension to the City Solicitor's Office, to monitor and review compliance with this ordinance as well as enforce the provisions contained herein.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make annual payments, starting in the first tax year of this Agreement, to the Fund in the amount of the annual proportion of Five (5) percent of the abated tax for each respective year, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. In the first three years of this Agreement, the Property Owner shall contribute a total of \$1,000.00 in each year as an advance on their total contribution over the life of this Agreement. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default.
- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4. Resolution of Calculation Disputes. Property Owner and the City of Providence agree that Property Owner retains the right to appeal the valuations of the Property or calculation of the taxes if and only if the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations (as referenced in R.I. Gen. Laws § 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property.

Section 9.5. Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.6. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 9.7. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.8. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner and may not be amended or modified except as expressed in this document.

Section 9.9. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor.

COUNCILWOMAN MATOS

An Ordinance of the City of Providence Approving Improvements to the Providence Water Supply Board's Distribution System and Appurtenances thereto, including, but not limited to the Cleaning, Relining, Repair and Replacement of Water Mains, Transmission Lines, Service Lines and Valves, and all attendant expenses and approving the financing thereof by the issuance of Water Revenue Bonds and Notes therefor in an amount not to exceed \$14,700,000.00.

SECTION 1. The sum of Fourteen Million Seven Hundred Thousand Dollars (\$14,700,00) is appropriated for improvements to the Providence Water Supply Board ("Providence Water") distribution system and appurtenances thereto, including but not limited to cleaning, relining, repair and replacement of water mains, transmission lines, service lines and valves (the "Project"), including funding a debt service reserve fund and costs of issuance. The period of usefulness of the improvements financed as part of the Project is expected to be not less than forty (40) years.

SECTION 2. In accordance with Chapter 46-12.8 of the Rhode Island General Laws, the City Treasurer and the Mayor are hereby authorized to borrow an amount not exceeding Fourteen Million Seven Hundred Thousand, Dollars (\$14,700,000) from the Rhode Island Infrastructure Bank, and to evidence such loan, such officers are hereby authorized to issue and refund on behalf of the City, in an amount not exceeding Fourteen Million Seven Hundred Thousand Dollars (\$14,700,00) water revenue bonds (the "Bonds") of the City, at one time, or from time to time in order to meet the foregoing appropriation.

SECTION 3. The said officers from time to time may issue and refund not exceeding \$14,700,000 interest bearing or discounted water revenue notes (the "Notes") in anticipation of the issue of said Bonds.

SECTION 4. The Bonds and Notes shall be payable solely from revenues of the Providence water supply system. The City may issue bonds, notes, or other obligations on a parity with these Bonds. The manner of sale, amount, denominations, maturities, conversion or registration privileges, interest rates, medium of payment, and other terms, conditions and details of the Bonds or Notes may be fixed by the officers authorized to sign the Bonds or Notes. The net debt of the City is not affected by the issuance of the Bonds or Notes and the Bonds and Notes authorized hereby will be within all debt and other limitations prescribed by the Constitution and the laws of Rhode Island.

SECTION 5. Pending the issuance of the Bonds under Section 2 hereof or pending or in lieu of the issue of Notes under Section 3 hereof, the General Manager of Providence Water may expend funds from the Water Fund of the City for the purposes specified in Section 1 hereof. Any advances made under this section shall be repaid without interest from the proceeds of the Bonds or Notes issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 6. The City Treasurer, the Mayor and the General Manager of Providence Water are also authorized, empowered and directed, on behalf of the City, to: (i) execute, acknowledge and deliver a Supplemental Indenture (the "Supplemental Indenture") by and between the City and U. S. Bank, National Association, as trustee (the "Trustee") amending and supplementing the Trust Indenture dated June 5, 2008 by and between the City and the Trustee (as supplemented, the "Indenture") relating to the Bonds and any and all other loan agreements, documents, including disclosure documents for investors, certificates or instruments necessary to effectuate such borrowing; (ii) amend, modify or supplement the Indenture, the Bonds or Notes and any and all other loan agreements, documents, certificates or instruments at any time and from time to time, in such manner and for such purposes as such officers shall deem necessary, desirable or advisable; (iii) direct the Trustee with regard to investments of trust funds pursuant to the Trust Indenture, and (iv) do and perform all such other acts and things deemed by such officers to be necessary, desirable or advisable with respect to any matters contemplated by this Ordinance.

SECTION 7. The City Treasurer, the Mayor and the General Manager of Providence Water are hereby authorized to deliver the Bonds or Notes to the purchaser and said officers are hereby authorized and instructed to take all actions, on behalf of the City and Providence Water, necessary to ensure that interest on the Bonds or Notes will be excludable from gross income for federal income tax purposes and to refrain from all actions which would cause interest on the Bonds or Notes to become subject to federal income taxes.

SECTION 8. The Director of Finance, the Mayor and the General Manager of Providence Water are authorized to take all actions necessary to comply with federal tax and securities laws including Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule") and to execute and deliver one or more Disclosure Certificates in connection with the Bonds or Notes in the form as shall be deemed advisable by the Director of Finance, the Mayor and the General Manager of Providence Water in order to comply with the SEC Rule. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Certificates, as they may be amended from time to time. Notwithstanding any other provision of this Ordinance or the Bonds or Notes, failure of the City or Providence Water to comply with a Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Providence Water to comply with its obligations under this Section and under the Disclosure Certificate.

SECTION 9. This Ordinance shall take effect upon passage.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT:	READ/PASSED SECOND TIME [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yuridin and Zurier – 15.

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF ORDINANCES

COUNCIL PRESIDENT SALVATORE

An Ordinance Amending Chapter 13 of the Code of Ordinances of the City of Providence, Entitled: "Housing" to add Article VIII - "Security in Housing Developments for the Elderly and Persons with Disabilities."

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Ordinance to the Committee on Urban Redevelopment, Renewal and Planning.

RESULT:	REFERRED
TO:	Committee on Urban Redevelopment, Renewal and Planning

COUNCILMAN IGLIOZZI, COUNCILMAN APONTE

An Ordinance Establishing a Tax Stabilization Agreement for 1290 Westminster Street, LLC located at 1292 Westminster Street.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Ordinance to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

PRESENTATION OF RESOLUTIONS

COUNCILWOMAN LAFORTUNE

Resolution Requesting the Fane Organization work in conjunction with the Providence City Council to ensure the inclusion of certain conditions for the proposed residential towers on Dyer Street.

COUNCILWOMAN LAFORTUNE Moves to Withdraw the foregoing matter, Seconded by COUNCILMAN IGLIOZZI.

RESULT:	WITHDRAWN
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COUNCILWOMAN MATOS

Resolution Requesting to cancel or abate in whole, the taxes assessed upon Assessor's Plat 96, Lot 331 (**35 Sheridan Street**), in the amount of Twelve Thousand Five Hundred (\$12,500.00) Dollars, or any taxes accrued, and that the "CFactor" be changed, and the value be re-assessed from the current valuation, on behalf of One Neighborhood Builders.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Resolution to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

REPORT(S) FROM COMMITTEE(S)

**COMMITTEE ON ORDINANCES
COUNCILMAN TERRENCE M. HASSETT, Chairman**

Transmits the Following with Recommendation the Same be Adopted, As Amended:

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, for a Text Change and change in Zoning Map, for the property located on Assessor's Plat 20, Lot 397 (250 Dyer Street).

COUNCILWOMAN LAFORTUNE Moves to Amend item number 21, deleting Section 3 and adding additional sections, Seconded by COUNCILMAN PRINCIPE.

COUNCILMAN HASSETT Moves to Call the Question, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT: MOTION TO CALL THE QUESTION [10 TO 5]
MOVER: Councilman Hassett
SECONDER: Councilwoman Ryan
AYES: Councilman Aponte, Councilwoman Castillo, Councilmen Correia, Hassett, Igliazzi, Jennings, Councilwoman Matos, Councilman Narducci and Councilwoman Ryan – 10.
NAYS: Council President Salvatore, Councilwoman LaFortune, Councilmen Principe, Yurdin and Zurier – 5.

RESULT: MOTION TO AMEND [5 TO 10] FAILS
MOVER: Councilwoman LaFortune
SECONDER: Councilman Principe
AYES: Council President Salvatore, Councilwoman LaFortune, Councilmen Principe, Yurdin and Zurier – 5.
NAYS: Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwoman Matos, Councilman Narducci and Councilwoman Ryan – 10.

COUNCILMAN IGLIOZZI Moves Passage of the Ordinance the First Time, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT: READ/PASSED FOR THE FIRST TIME [8 TO 5]
MOVER: Councilman Igliazzi
SECONDER: Councilwoman Ryan
AYES: Councilman Aponte, Councilwoman Castillo, Councilmen Correia, Hassett, Igliazzi, Jennings, Narducci and Councilwoman Ryan – 8.
NAYS: Councilwomen Harris, LaFortune, Councilmen Principe, Yurdin, Zurier – 5.
ABSTAIN: Council President Salvatore and Councilwoman Matos – 2.

The Motion for Passage the First Time is Sustained.

**COMMITTEE ON URBAN REDEVELOPMENT,
RENEWAL AND PLANNING
COUNCILWOMAN SABINA MATOS, Chairwoman**

Transmits the Following with Recommendation the Same be Adopted:

COUNCILWOMAN CASTILLO, COUNCILMAN APONTE

An Ordinance in Amendment of and in addition to Chapter 2000-14 of the Ordinances of the City of Providence, Approved June 23, 2000, Entitled: "An Ordinance Approving and Adopting the Official Redevelopment Plan for the Ninth (9th) Ward Redevelopment Project", for the acquisition of property.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter and Moves Passage of the Ordinance the First Time, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT:	READ/PASSED FOR THE FIRST TIME [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yuridin and Zurier – 15.

The Motion for Passage the First Time is Sustained.

Transmits the Following with Recommendation the Same be Approved:

COUNCILMAN APONTE

Resolution Designating the intersection of Mystic Street and Harriet Street as “Elder Nathaniel Witcher Square.”

WHEREAS, For many years, Elder Nathaniel Witcher served as pastor and spiritual leader of the Pentecostal Church of God in Christ on Mystic Street in Providence; and

WHEREAS, Known as an extremely humble and charitable man who goes out of his way to help those in need, Pastor Witcher has dedicated his life and career to serving God and our community; and

WHEREAS, Pastor Witcher has a passion for helping those in need, repeatedly assisting those looking for work, struggling to paying bills, or simply needing a ride to a job or doctor’s appointment; and

WHEREAS, A strong believer that our future depends on what we teach young people in the present, Pastor Witcher shaped young minds and taught important values as both principal and a teacher at the Providence Christian Academy; and

WHEREAS, Pastor Witcher has been a moral compass for countless people in our community and a mentor to many religious leaders, helping others establish their own churches and even lending out his church building to those who did not have a space to hold services; and

WHEREAS, Despite suffering a debilitating stroke earlier this year that left him unable to walk, Pastor Witcher continues to be model of Christian service and an inspiration to all who know him; and

WHEREAS, It is a fitting tribute to the life, work, and legacy of Elder Nathaniel Witcher to name the intersection of Mystic and Harriet Streets, just steps from the church he led, in his honor.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence does hereby honor the life, work, and legacy of Elder Nathaniel Witcher by naming the intersection of Mystic Street and Harriet Street, “Elder Nathaniel Witcher Square.”

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter and Moves Passage of the Resolution, Seconded by COUNCILWOMAN RYAN.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 15.

The Motion for Passage is Sustained.

FROM THE CLERK'S DESK

Petitions for Compensation for Injuries and Damages, viz:

Amica Insurance a/s/o ??

Eleanor Parrillo

Karla Alba and Jose Alba

(Thomas A. Madden, Esquire)

Progressive Casualty Insurance Company

a/s/o Emily Moran

Amica Insurance a/s/o Stacy Dandy

Amica Insurance a/s/o Amy Cembor

Pedro L. Matta

(Dawn L. Huntley, Esquire)

David Vollucci

Feras Altalib

Julian Balbi

Theresa Fortes

Lydia C. Thom

Alexis Tella

Dorca Paulino

Elizabeth Tarr

Ross Edwards

MetLife Auto and Home

a/s/o Joney Amos

Nicholas Cunningham

Luis A. Rosa

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Several Petitions to the Committee on Claims and Pending Suits.

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

COMMUNICATIONS AND REPORTS

Communication from Susann G. Mark, Chair, Providence Ethics Commission, dated October 29, 2018, submitting the Providence Ethics Commission Annual Report for Fiscal Year 2018.

Communication from Michael Borg, Director, Department of Public Works, dated October 26, 2018, submitting the Small Wireless Facility Siting Rules for the City of Providence.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Receives the Several Communications.

RESULT: RECEIVED

Report of Board of Park Commissioners relative to receipts of certain gifts of moneys for the preservation and care of special burial lots in the North Burial Ground.

COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matter and Moves Passage, Seconded by COUNCILWOMAN RYAN, by the following Roll Call Vote:

RESULT:	APPROVED (WITH VOTE) [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan and Councilman Zurier – 14.
ABSENT:	Councilman Yurdin – 1.

**PRESENTATION OF RESOLUTIONS
"IN CONGRATULATIONS"**

**COUNCIL PRESIDENT SALVATORE AND MEMBERS OF THE CITY
COUNCIL**

Resolution Extending Congratulations.

RESOLVED, That the Members of the City Council hereby extend their Sincere

Congratulations to the following:

Tony Maione, President & CEO, United Way of Rhode Island, in recognition of the celebration of his upcoming retirement on December 31, 2018, at the Rocking Retirement Open House at Skyline at Waterplace.

St. Bartholomew Men's Society, in recognition of the celebration of the 115th Anniversary, established in October of 1903.

Gina Costa, in recognition of the celebration of the birth of her grandson, Giovanni Nelson, born on October 29, 2018, weighing 7 pounds, 12 ounces.

Alexia Costa, in recognition of the celebration of the birth of her son, Giovanni Nelson, born on October 29, 2018, weighing 7 pounds, 12 ounces.

Sarto Restaurant, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Tina-Marie Sullivan, in recognition of being a recipient of the YWCA Rhode Island's Women of Achievement Award at the 14th Annual Awards Luncheon.

Karen Santilli, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Suzanne Magaziner, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Alisha Pina, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Lucy Rios, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Barbara J. Silvis, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Nondas Hurst Voll, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Sharon Conrad-Wells, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Maya Breuer, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Captain Alyssa DeAndrade, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Lindsey Brickle, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Captain Victoria Tolbert, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Lisa M. Carcifero, in recognition of the celebration of the Grand Opening and Ribbon Cutting Ceremony at 100 Dorrance Street on Thursday, November 8, 2018.

Maura Farrell, Head of School, Sophia Academy, in recognition of the celebration welcoming her as the new Head of Sophia Academy.

Alan Quang, in recognition of the celebration of the Grand Opening of the Lekker BBQ, at 210 Atwells Avenue on Historic Federal Hill.

Severally Read and Collectively Passed, on Motion of COUNCILMAN IGLIOZZI, Seconded by COUNCILWOMAN RYAN.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan, and Councilman Zurier – 13.
ABSENT:	Councilmen Hassett and Yurdin – 2.

The Motion for Passage is Sustained.

**PRESENTATION OF RESOLUTIONS
"IN MEMORIAM"**

**COUNCIL PRESIDENT SALVATORE AND MEMBERS OF THE CITY
COUNCIL**

Resolution Extending Sympathy.

RESOLVED, That the Members of the City Council hereby extend their Sincere

Sympathy to the families of the following:

James H. Colinan

Anthony C. Andreozzi

Lorraine Kaplan

Anne M. Ward

Mary Lou Daly

Jean-Paul L. Perreault

Tawee Jones

Barbara A. Collelo

Carol A. Romano

**Severally Read and Collectively Passed, by a Unanimous Rising Vote, on Motion of
COUNCILMAN IGLIOZZI, Seconded by COUNCILMAN COUNCILWOMAN RYAN.**

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Igliazzi
SECONDER:	Councilwoman Ryan
AYES:	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Igliazzi, Jennings, Councilwomen LaFortune, Matos, Councilmen Narducci, Principe, Councilwoman Ryan and Councilman Zurier – 13.
ABSENT:	Councilmen Hassett and Yurdin – 2.

The Motion for Passage is Sustained.

**MATTERS NOT APPEARING
ON THE PRINTED DOCKET**

On Motion of COUNCILMAN IGLIOZZI, Seconded by COUNCILWOMAN RYAN, it is voted to Suspend Rule 16(b) of the Rules of the City Council in order to allow the introduction of the following Matters Not Appearing on the Printed Docket.

PRESENTATION OF RESOLUTION

COUNCIL PRESIDENT SALVATORE, (By Request):

Resolution Requesting Approval to Rescind Resolution No. 2018-470, Approved October 9, 2018, relative to the permanent easement on Assessor's Plat 20, Lots 165, 167, 169 and 179 (266-270 Westminster Street and 276-290 Westminster Street).

COMMUNICATION

Communication from Jon M. Restivo, Esquire, DarrowEverett, LLP, dated November 15, 2018, on behalf of RWB Associates, LLC, and Lapham 290, LLC, requesting to revise the easement for the property located at 260-270 Westminster Street, Providence, Rhode Island, and 276-290 Westminster Street, Providence, Rhode Island.

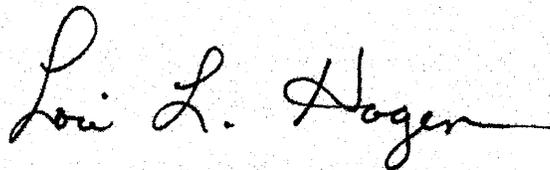
COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters, Seconded by COUNCILWOMAN RYAN.

COUNCIL PRESIDENT SALVATORE Refers the Resolution and Communication to the Committee on Public Works.

RESULT:	REFERRED
TO:	Committee on Public Works

CONVENTION

There being no further business, on Motion of **COUNCILMAN IGLIOZZI**, Seconded by **COUNCILWOMAN RYAN**, it is voted to adjourn in memory of Former Councilwoman Carol A. Romano at 8:28 o'clock P.M., to meet again **THURSDAY, NOVEMBER 20, 2018** at 5:30 o'clock P.M.

A handwritten signature in black ink that reads "Lori L. Hagen". The signature is written in a cursive style with a long horizontal flourish at the end.

LORI L. HAGEN
CITY CLERK

