

CITY OF PROVIDENCE RHODE ISLAND



The Credo of the Providence City Council is to be Industrious, to be Watchful and to Promote Peace. The bee, as a symbol of industry, is derived from the early colonial saying "Busy as a Bee"; the goose, as a symbol of watchfulness, is derived from the story of the goose whose cackling saved Rome; and the lamb, as a symbol of peace, is derived from the biblical use of the lamb as a symbol of peace.



IN CITY COUNCIL
FEB 06 2025

APPROVED
Ina L. Mastroianni
CLERK

CITY COUNCIL

JOURNAL OF PROCEEDINGS

No. 2 City Council Regular Council Meeting, Thursday, January 16, 2025, 6:00 o'clock P.M.

PRESIDING

COUNCIL PRESIDENT

RACHEL M. MILLER

CALL TO ORDER

PRESENT: COUNCIL PRESIDENT MILLER, CONCILOR ANDERBOIS, COUNCILWOMAN ANTHONY, COUNCILMEN ESPINAL, GONCALVES, COUNCILWOMEN GRAVES, HARRIS, PETERSON, COUNCILORS PICHARDO, ROIAS, SANCHEZ, COUNCILMAN TAYLOR, COUNCILWOMAN VARGAS AND COUNCILMAN VARGAS – 14.

ABSENT: COUNCILWOMAN RYAN – 1.

ALSO PRESENT: TINA L. MASTROIANNI, CITY CLERK, SHERI A. PETRONIO, FIRST DEPUTY CITY CLERK, LAUREN V. GUTIERREZ, ASSISTANT CLERK, NAPOLEON ASKIE, CITY SERGEANT AND JEFFREY DANA, CITY SOLICITOR.

INVOCATION

The Invocation is given by **COUNCILOR SUE R. ANDERBOIS**.

“Thank you so much, I often feel some way about public prayer and that way is not positive. So, I wanted to read a few quotes by Jimmy Carter, the President who we’re all still in mourning and who had really amazing thoughts on government and how we should treat each other and as we consider the resolution about him and his life today, I thought this was an appropriate way to honor him. “We are of course a nation of differences; those differences don’t make us weak they’re the sources of our strength. We have become not a melting pot but a beautiful mosaic of different people, different beliefs, difference yearnings, different hopes, different dreams. A strong nation, like a strong person, can afford to be gentle, firm, thoughtful, and restrained. It can afford to extend a helping hand to others. It is a weak nation, like a weak person, that must behave with bluster and boasting and rashness and other signs of insecurity.” I’d like us to just remember President Carter and these lessons he had for us on government and also, how to treat each other and our neighbors as we go about our work here in the city, thank you”.

PLEDGE OF ALLEGIANCE

COUNCILWOMAN HELEN D. ANTHONY Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the flag of the United State of America.

ELECTION

Election of Two (2) Members to the Providence External Review Authority (PERA).

COUNCIL PRESIDENT MILLER calls for Nominations of Two (2) Members to the Providence External Review Authority (PERA).

COUNCILMAN ESPINAL Nominates **DEBORAH WRAY** and **DARRELL D. WILLIAMS**, and this Nomination is Seconded by **COUNCILWOMAN HARRIS**.

COUNCIL PRESIDENT MILLER calls for further nominations and there being none, on motion of **COUNCILMAN ESPINAL**, Seconded by **COUNCILWOMAN HARRIS**, it is voted that Nominations be closed and the Clerk is directed to cast One Ballot for **DEBORAH WRAY** and **DARRELL D. WILLIAMS**.

The Clerk casts One Ballot as directed.

COUNCIL PRESIDENT MILLER thereupon declares **DEBORAH WRAY** and **DARRELL D. WILLIAMS** duly elected as members of the Providence External Review Authority (PERA), for the ensuing term of three years ending on December 31, 2027.

PERSONAL EXPRESSION

COUNCILWOMAN HARRIS Requests the privilege of the floor to speak on a Point of Personal Expression and states:

“First of all, I would like to congratulate these two appointments to Providence External Review Authority. As you know, I want to first speak on Miss Deborah Wray who has been a tireless leader for our community and for Providence, I know if you probably looked up anything documented by her back in the old days we used to google people I think they rip off people now, you will find so much work that she has done in the City of Providence so we’re proud that she is able to step up one more time to be a part of the civilian oversight. I think this is her third time entering into making sure that we have a solid board. I also, would like to thank Mr. Darrell Williams for joining us as a part of the city on the PERA Board as well. We know that your work is hard and consuming, but we do know that you’re doing a wonderful job here and we appreciate you. Madam President, I would also want to talk about and welcome our council members to the Housing Crisis Task Force, the reason we are asking and the committee is asking to express the fact that we, after last week of understanding, that if we stick together and if we are creative and we think outside the box we truly can change things for the betterment of people. There are so many unhoused people, there are so many people that are losing their homes, whether they’re homeowners or whether they are renters. So, we are coming together for a call to action, we’re asking all of our council to come help pitch in to what we could do as a body to make sure we continue looking out for our most vulnerable people. So, I want to also ask Councilwoman Peterson to share some of her expressions if you don’t mind Council President, I will end this, thank you.”

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated January 10, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 1003 of the Providence Home Rule Charter of 1980, as amended and Rhode Island Public Law of 1980, Chapter 84, he is this day re-appointing **Sara Shea McConnell** of 750 Elmgrove Avenue, Providence, Rhode Island 02906, as a member of the **Board of Park Commissioners** for a term to expire January 31, 2029.

RESULT:	RECEIVED
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Communication from His Honor the Mayor, dated January 9, 2025, 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 Public Laws Chapter 45-50, Sections 1-31, passed in 1987, he is this day appointing **Nicole Pollock** of 186 Congress Avenue, Providence, Rhode Island 02907, as a member of the **Providence Public Building Authority** for a term to expire on January 31, 2030, and respectfully submit for your approval. (Ms. Pollock replaces Mr. Crosson whose term expires on January 31, 2025).

RESULT:	REFERRED
TO:	Committee on Finance

COUNCILMAN ESPINAL Moves to Waive the Reading of items 4 and 5, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MILLER Receives item number 4 and Refers item number 5 to the Committee on Finance.

ORDINANCES SECOND READING

The Following Ordinances were in City Council January 9, 2025, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

COUNCIL PRESIDENT MILLER, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for 381 Wickenden Street.

WHEREAS, Coastway Management LLC (“Project Owner”) is the owner of certain real property located in the City at 381 Wickenden Street, Assessor’s Plat 18, Lot 283; and

WHEREAS, Project Owner has proposed and committed to construct a new 4-story, mixed-use building consisting of 14 residential units and one ground floor commercial space with a project cost of \$1,767,000.00 to construct;

WHEREAS, Pursuant to Rhode Island General Laws (R.I.G.L.) § 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 XVIII, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

The willingness of Project Owner to construct new or to replace, reconstruct, convert, expand, retain, or remodel buildings, facilities, fixtures, machinery, or equipment, resulting in an increase or maintenance in plant, residential housing, or commercial building investment by the Project Owner.

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 381 Wickenden Street, Assessor’s Plat 18, Lot 283;

“Property Owner” shall mean 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 **five-year** tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term (“Term”) shall be the period commencing on December 31, 2024 and terminating on December 31, 2030. (Tax Years 2025-2030).

Section 2.3. Plan. During the Term, 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, **is as follows: for the first tax year of the stabilization term, the Property owner shall make a tax payment equal to the then-current assessment of \$445,200.00 set by the Tax Assessor (“Base Assessment”) multiplied by the then-current tax rate (hereinafter the “Base Assessment Tax”). The total base tax amount of the then-current tax rate is equal to \$15,626.52. For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the taxes due and owing on the difference between the Base Assessment and then-current assessed value of the Property multiplied by the then-current rate.** See “5 Year TSA (6 Projection)” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the Term and in accordance with the tax stabilization plan outlined therein, 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 Term and in accordance with the tax stabilization plan outlined herein, stabilized tax payments shall be an obligation of the Property Owner.

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 stabilization, an Agreement formed hereunder, or otherwise.

Section 2.7. Recording of Plan, Running with Land. The Property Owner shall cause this tax stabilization plan 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 stabilization and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. ADDITIONAL REQUIREMENTS OF STABILIZED PROJECTS.

Section 3.1. Commencement of Performance. Construction or rehabilitation shall commence within twelve (12) months, and shall obtain a Certificate of Occupancy from the Department of Inspections and Standards within thirty-six (36) months of the effective date of said agreement. Property Owners who fail to meet either of these deadlines will be required to retroactively pay the difference between their actual stabilized tax payments and what they would have paid if ineligible for the specified tax considerations. The owner may, twelve (12) months prior to the applicable deadline, submit a request to the city council for approval of an extension to such applicable deadline.

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.

Section 3.3. MBE/WBE. During the Term, the Property Owner shall 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 3.4. 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 3.5. First Source. During the Term, the Property Owner 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, including at least one percent (1%) of the total amount of discounted taxes to be directed to the first source trust fund, per Section 21-95.

Section 3.6. Equal Employment. During the Term, the Property Owner shall work with the City's Office of Human Resources, Division of Equal Employment Opportunity to ensure the City's goals to prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin are met. Moreover, the Property Owner will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Section 3.7. "Buy Providence" Initiative. During the Term, the Property Owner shall use best 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, the Property Owner 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 project. Furthermore, once the Property Owner constructs the development, the Property Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified Providence businesses.

Section 3.8. Apprenticeship. [OMITTED]

Section 3.9. Project Compliance. This stabilization shall in no way confer that the underlying project (construction or rehabilitation) is either compliant with the Providence Zoning Ordinance or has received the necessary approvals from any board or commission, including (but not limited to) the Historic District Commission, the Downtown Design Review Committee, the Capital Center Commission, the City Plan Commission, the Zoning Board of Review, or the I-195 Redevelopment Commission (as applicable).

Section 3.10. Prohibited and Restricted Uses. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not be permitted on the Property during the Term: Adult use (including adult bookstore/retail, adult arcade, adult cabaret, adult motion picture theater, and adult hotel/motel), compassion center or cultivation center, contractor storage yard, fraternity or sorority, landfill, materials processing of scrap metal, storage yard (outdoor), and the retail use for gun stores, payday lending, or check-cashing operations. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not exceed twenty-five percent (25%) of the usable square footage of the Property during the Term: bar, nightclub, and retail sales of alcohol.

Section 3.11. City of Providence Parks and Recreation Trust Fund. The Property Owner shall make annual payments to the Fund in the amount of seven percent (7%) of the estimated total of taxes abated (as shown in the Tax Assessor's Fiscal Note) amortized over the Term. Said annual payments will be payable within thirty (30) days of receipt of an invoice for the same from the Office of the Tax Assessor. If, for any reason, this Ordinance is retroactively revoked, payments to the fund shall remain and will not be forfeited due to a default.

Section 3.12. Payment of Area Standard Wages. [OMITTED]

Section 3.13. Post-Construction Jobs. [OMITTED]

Section 3.14. 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 stabilization.

SECTION 4. TRANSFER OF PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during any of the tax stabilization terms as defined in Section 2 above and in accordance with the tax stabilization plan outlined therein, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this stabilization 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 must provide prior written notice to the City before any transfer of the Property so that the City may determine, in its sole discretion, as to whether or not this stabilization 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 stabilization 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 stabilization shall be jointly and severally liable for the full taxes due and owing from said effective date forward.

Section 4.3. Post-Expiration Transfers. In the event that the Property Owner transfers the Property to a tax-exempt entity within five years from the end of any 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. ANNUAL PROGRESS REPORT.

Section 5.1. Reporting Generally. The Property Owner shall provide monthly reports to the City Council, or the Council's designee, and in such instance that the Property is within the jurisdiction of the I-195 Commission then the Commission as well, on its progress in complying with the provisions of this stabilization.

Section 5.2. Reporting Requirements. The reporting format shall be provided by the City Council of Providence in its sole discretion to document construction-based employment information and demographics related to the terms of this stabilization. If the Property Owner, its developer and/or other person/entity authorized by the Property Owner, does not timely submit their monthly reports to the City Council, or its designee, the City Council or its designee shall notify the Property Owner. The Property Owner shall have ten (10) days thereafter to provide the information to the City or its designee. The project site owner, the Director of Planning and Development, the Director of First Source, and a representative of the third-party entity monitoring apprenticeship requirements shall annually report to the City Council on progress in complying with the provisions of this stabilization, including but not limited to, sections 2 and 3. Specifically, its report shall include a performance report on construction or rehabilitation with evidence of final construction costs, status of stabilized tax payments, and evidence of compliance with Section 3. Upon receipt and review, the City Council may require and request additional information.

SECTION 6. DEFAULT.

The following events shall constitute an event of default:

- (A) Failure of the Property Owner to pay any amount due under or with respect to Section 2; or
- (B) Failure of the Property Owner to record a Notice of this stabilization as required by and in accordance with Section 2; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3; or
- (D) Failure of the Property Owner to annually report as required by Section 5; 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 stabilization; or
- (G) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this stabilization; or
- (H) 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
- (I) Failure of the Property Owner to waive as set forth in Section 8.4; 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. In event of potential Default (as defined in Section 6), the City Solicitor (City Council designee) shall provide written notice to the Property Owner of such potential Event of Default (“First Notice”) and notify the Property Owner that it shall have sixty (60) days, from the date the Notice herein is sent, to cure any Event of Default pursuant to this stabilization (“Initial Cure Period”). If said Event of Default is not cured within the Initial Cure Period, then the City Solicitor (or City Council designee) shall notify the Property Owner in writing (“Second Notice”) that this stabilization is terminated and that a bill will be sent out by the Tax Assessor sixty (60) days from the date of the Second Notice. Said bill will be for the abated taxes to date and those amounts including, but not limited to, any amounts of taxes due and owing but not paid, interest, penalties, assessments, and fees associated therewith (“Delinquency Bill”).

The Property Owner may petition the City Council in writing for additional time beyond the Initial Cure Period in order to cure any alleged Event of Default (“Extended Cure Period”). Once filed with the City Clerk, a petition requesting an Extended Cure Period will toll the time period between the Second Notice and the issuance of the Delinquency Bill until the petition is either approved, denied, or withdrawn. An indefinite continuance shall constitute a denial.

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: Coastway Management, LLC
 Attn: Bahman Jalili
 374 Wickenden Street
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the Term, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to R.I.G.L. Chapters 7–9 of Title 44, and/or arising under this stabilization to collect stabilized taxes due and owing in accordance with the tax stabilization plan and/or to collect any retroactive taxes.

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 General Laws. Rather, this stabilization 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 stabilization 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 R.I.G.L. § 44-5-26 and -27, as it pertains to the Tax Payments due and owing pursuant to this stabilization, unless there is a loss of use of the Property as a result of fire, flood, earthquake, or other act of God. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this stabilization.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1 Severability. The sections of this stabilization 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 9.2. Applicable Law. This stabilization 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 9.3. Entire Agreement; Amendments. This stabilization and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner. This stabilization shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this stabilization. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties, and passed by City Council.

Section 9.4. Effective Date. This stabilization shall take effect upon passage of this Ordinance by the Providence City Council, approval by the Mayor (or the Ordinance otherwise becoming effective). Immediately following the Effective Date, the Property Owner shall record this Ordinance with the City's official public land evidence records.

Exhibit A

5 Year TSA (6 Projection)
381 Wickenden St.
Plat 18 Lot 283

Tax Year	Year	Base Tax + %			Base Tax	Phased-In Tax	Proposed Total Tax	Payments at Full Taxation
		Value	of Incr.	Tax Rate				
2025	1	445,200	Base Tax	\$35.10	\$15,626.52	\$0	\$15,626.52	\$ 15,626.52
2026	2	1,867,000	Base + 20%	\$35.10	\$15,626.52	\$9,981.04	\$25,607.56	\$ 65,531.70
2027	3	1,867,000	Base + 40%	\$35.10	\$15,626.52	\$19,962.07	\$35,588.59	\$ 65,531.70
2028	4	1,867,000	Base + 60%	\$35.10	\$15,626.52	\$29,943.11	\$45,569.63	\$ 65,531.70
2029	5	1,923,000	Base + 80%	\$35.10	\$15,626.52	\$41,496.62	\$57,123.14	\$ 67,497.30
2030	6	1,923,000	Full Vale	\$35.10			\$67,497.30	\$ 67,497.30

\$247,012.74

\$ 347,216.22

Savings to applicant:

\$ 100,203.48

COUNCILMAN VARGAS, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for 241 Pocasset Avenue.

WHEREAS, Maxton Investments LLC (“Project Owner”) is the owner of certain real property located in the City at 241 Pocasset Avenue, Providence, Rhode Island 02909, Assessor’s Plat 109, Lot 202; and

WHEREAS, Project Owner has proposed and committed to construct a new construction of an eight (8) unit residential building consisting of three 2-bedroom units and five 1-bedroom units with a projected cost of \$829,440.00 to construct; and

WHEREAS, Pursuant to Rhode Island General Laws (R.I.G.L.) § 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 XVIII, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

The willingness of Project Owner to construct new or to replace, reconstruct, convert, expand, retain, or remodel buildings, facilities, fixtures, machinery, or equipment, resulting in an increase or maintenance in plant, residential housing, or commercial building investment by the Project Owner.

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 241 Pocasset Avenue, Providence, Rhode Island 02909, Assessor’s Plat 109, Lot 202;

“Property Owner” shall mean 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 **five-year** tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term (“Term”) shall be the period commencing on December 31, 2024 and terminating on December 31, 2030. (Tax Years 2025-2030).

Section 2.3. Plan. During the Term, 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, **is as follows: for the first tax year of the stabilization term, the Property owner shall make a tax payment equal to the then-current assessment of \$84,400.00 set by the Tax Assessor (“Base Assessment”) multiplied by the then-current tax rate (hereinafter the “Base Assessment Tax”). The total base tax amount of the then-current tax rate is equal to \$2,962.44. For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the taxes due and owing on the difference between the Base Assessment and then-current assessed value of the Property multiplied by the then-current rate.** See “TSA Projection 241 Pocasset” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the Term and in accordance with the tax stabilization plan outlined therein, 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 Term and in accordance with the tax stabilization plan outlined herein, stabilized tax payments shall be an obligation of the Property Owner.

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 stabilization, an Agreement formed hereunder, or otherwise.

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SECTION 3. ADDITIONAL REQUIREMENTS OF STABILIZED PROJECTS.

Section 3.1. Commencement of Performance. Construction or rehabilitation shall commence within twelve (12) months, and shall obtain a Certificate of Occupancy from the Department of Inspections and Standards within thirty-six (36) months of the effective date of said agreement. Property Owners who fail to meet either of these deadlines will be required to retroactively pay the difference between their actual stabilized tax payments and what they would have paid if ineligible for the specified tax considerations. The owner may, twelve (12) months prior to the applicable deadline, submit a request to the city council for approval of an extension to such applicable deadline.

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.

Section 3.3. MBE/WBE. During the Term, the Property Owner shall 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 3.4. 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 3.5. First Source. During the Term, the Property Owner 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, including at least one percent (1%) of the total amount of discounted taxes to be directed to the first source trust fund, per Section 21-95.

Section 3.6. Equal Employment. During the Term, the Property Owner shall work with the City's Office of Human Resources, Division of Equal Employment Opportunity to ensure the City's goals to prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin are met. Moreover, the Property Owner will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Section 3.7. “Buy Providence” Initiative. During the Term, the Property Owner shall use best 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, the Property Owner 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 project. Furthermore, once the Property Owner constructs the development, the Property Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified Providence businesses.

Section 3.8. Apprenticeship. OMITTED

Section 3.9. Project Compliance. This stabilization shall in no way confer that the underlying project (construction or rehabilitation) is either compliant with the Providence Zoning Ordinance or has received the necessary approvals from any board or commission, including (but not limited to) the Historic District Commission, the Downtown Design Review Committee, the Capital Center Commission, the City Plan Commission, the Zoning Board of Review, or the I-195 Redevelopment Commission (as applicable).

Section 3.10. Prohibited and Restricted Uses. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not be permitted on the Property during the Term: Adult use (including adult bookstore/retail, adult arcade, adult cabaret, adult motion picture theater, and adult hotel/motel), compassion center or cultivation center, contractor storage yard, fraternity or sorority, landfill, materials processing of scrap metal, storage yard (outdoor), and the retail use for gun stores, payday lending, or check-cashing operations. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not exceed twenty-five percent (25%) of the usable square footage of the Property during the Term: bar, nightclub, and retail sales of alcohol.

Section 3.11. City of Providence Parks and Recreation Trust Fund. The Property Owner shall make annual payments to the Fund in the amount of seven percent (7%) of the estimated total of taxes abated (as shown in the Tax Assessor’s Fiscal Note) amortized over the Term. Said annual payments will be payable within thirty (30) days of receipt of an invoice for the same from the Office of the Tax Assessor. If, for any reason, this Ordinance is retroactively revoked, payments to the fund shall remain and will not be forfeited due to a default.

Section 3.12 Payment of Area Standard Wages. OMITTED

Section 3.13 Post-Construction Jobs. OMITTED

Section 3.14. 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 stabilization.

SECTION 4. TRANSFER OF PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during any of the tax stabilization terms as defined in Section 2 above and in accordance with the tax stabilization plan outlined therein, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this stabilization 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 must provide prior written notice to the City before any transfer of the Property so that the City may determine, in its sole discretion, as to whether or not this stabilization 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 stabilization 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 stabilization shall be jointly and severally liable for the full taxes due and owing from said effective date forward.

Section 4.3. Post-Expiration Transfers. In the event that the Property Owner transfers the Property to a tax-exempt entity within five years from the end of any 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. ANNUAL PROGRESS REPORT.

Section 5.1. Reporting Generally. The Property Owner shall provide monthly reports to the City Council, or the Council's designee, and in such instance that the Property is within the jurisdiction of the I-195 Commission then the Commission as well, on its progress in complying with the provisions of this stabilization.

Section 5.2. Reporting Requirements. The reporting format shall be provided by the City Council of Providence in its sole discretion to document construction-based employment information and demographics related to the terms of this stabilization. If the Property Owner, its developer and/or other person/entity authorized by the Property Owner, does not timely submit their monthly reports to the City Council, or its designee, the City Council or its designee shall notify the Property Owner. The Property Owner shall have ten (10) days thereafter to provide the information to the City or its designee. The project site owner, the Director of Planning and Development, the Director of First Source, and a representative of the third-party entity monitoring apprenticeship requirements shall annually report to the City Council on progress in complying with the provisions of this stabilization, including but not limited to, sections 2 and 3. Specifically, its report shall include a performance report on construction or rehabilitation with evidence of final construction costs, status of stabilized tax payments, and evidence of compliance with Section 3. Upon receipt and review, the City Council may require and request additional information.

SECTION 6. DEFAULT.

The following events shall constitute an event of default:

- (A) Failure of the Property Owner to pay any amount due under or with respect to Section 2; or
- (B) Failure of the Property Owner to record a Notice of this stabilization as required by and in accordance with Section 2; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3; or
- (D) Failure of the Property Owner to annually report as required by Section 5; 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 stabilization; or
- (G) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this stabilization; or
- (H) 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
- (I) Failure of the Property Owner to waive as set forth in Section 8.4; 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. In event of potential Default (as defined in Section 6), the City Solicitor (City Council designee) shall provide written notice to the Property Owner of such potential Event of Default (“First Notice”) and notify the Property Owner that it shall have sixty (60) days, from the date the Notice herein is sent, to cure any Event of Default pursuant to this stabilization (“Initial Cure Period”). If said Event of Default is not cured within the Initial Cure Period, then the City Solicitor (or City Council designee) shall notify the Property Owner in writing (“Second Notice”) that this stabilization is terminated and that a bill will be sent out by the Tax Assessor sixty (60) days from the date of the Second Notice. Said bill will be for the abated taxes to date and those amounts including, but not limited to, any amounts of taxes due and owing but not paid, interest, penalties, assessments, and fees associated therewith (“Delinquency Bill”).

The Property Owner may petition the City Council in writing for additional time beyond the Initial Cure Period in order to cure any alleged Event of Default (“Extended Cure Period”). Once filed with the City Clerk, a petition requesting an Extended Cure Period will toll the time period between the Second Notice and the issuance of the Delinquency Bill until the petition is either approved, denied, or withdrawn. An indefinite continuance shall constitute a denial.

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: Maxton Investments LLC
 166 Valley Street, Bldg. 6M, Suite 103
 Providence, RI 02909

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the Term, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to R.I.G.L. Chapters 7–9 of Title 44, and/or arising under this stabilization to collect stabilized taxes due and owing in accordance with the tax stabilization plan and/or to collect any retroactive taxes.

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 General Laws. Rather, this stabilization 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 stabilization 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 R.I.G.L. § 44-5-26 and -27, as it pertains to the Tax Payments due and owing pursuant to this stabilization, unless there is a loss of use of the Property as a result of fire, flood, earthquake, or other act of God. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this stabilization.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1 Severability. The sections of this stabilization 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 9.2. Applicable Law. This stabilization 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 9.3. Entire Agreement; Amendments. This stabilization and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner. This stabilization shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this stabilization. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties, and passed by City Council.

Section 9.4. Effective Date. This stabilization shall take effect upon passage of this Ordinance by the Providence City Council, approval by the Mayor (or the Ordinance otherwise becoming effective). Immediately following the Effective Date, the Property Owner shall record this Ordinance with the City’s official public land evidence records.

Exhibit A

5 Year TSA (6 Projection)
 241 Pocasset St
 Plat 109 Lot 202

Tax Year	Year	Value	Base Tax + % of Incr.	Tax Rate	Base Tax	Phased-In Tax	Proposed Total Tax	Payments at Full Taxation
2025	1	84,400	Base Tax	\$35.10	\$2,962.44	\$0	\$2,962.44	\$ 2,962.44
2026	2	1,000,000	Base + 20%	\$35.10	\$2,962.44	\$6,427.51	\$9,389.95	\$ 35,100.00
2027	3	1,000,000	Base + 40%	\$35.10	\$2,962.44	\$12,855.02	\$15,817.46	\$ 35,100.00
2028	4	1,030,000	Base + 60%	\$35.10	\$2,962.44	\$19,914.34	\$22,876.78	\$ 36,153.00
2029	5	1,030,000	Base + 80%	\$35.10	\$2,962.44	\$26,552.45	\$29,514.89	\$ 36,153.00
2030	6	1,030,000	Full Vale	\$35.10			\$36,153.00	\$ 36,153.00

\$116,714.52 \$ 181,621.44

Savings to applicant: \$ 64,906.92

**COUNCILWOMAN PETERSON, COUNCILMEN GONCALVES, VARGAS,
COUNCIL PRESIDENT MILLER, COUNCILMAN ESPINAL,
COUNCILWOMAN GRAVES, COUNCILORS PICHARDO AND SANCHEZ**

An Ordinance in Amendment of Chapter 21, "Revenue and Finance", Article II, "Division of Purchase Orders" Section 21-27, "Competitive Bidding" of the Code of Ordinances of the City of Providence.

SECTION 1. *Chapter 21 Article II. Sec. 21-27 "COMPETITIVE BIDDING" is hereby amended as follows:*

All contracts for purchase of materials, supplies, services, equipment and property on behalf of the city, the price of consideration of which shall exceed five hundred dollars (\$500.00) but amount to less than ten thousand dollars (\$10,000.00) [twenty thousand dollars, \$20,000 for construction projects] shall be made by the director of public property on the basis of three (3) or more informal competitive bids, which may be solicited without advertising, but which must be submitted in writing. Upon receipt of said informal bids any such contract shall be awarded to the lowest responsible bidder among them. All such contracts made on behalf of the city, the price or consideration of which shall exceed five thousand dollars (\$5,000.00) shall be made by the board of contract and supply on the basis of sealed bids solicited through public advertisement in a newspaper of general circulation in Providence and in such other newspapers published outside the city as said board in its discretion may determine, such bids to be submitted, opened and considered in accordance with rules and regulations approved by the board. All purchases made on behalf of the city, the price or consideration of which shall be five hundred dollars (\$500.00) or less, shall be made by the department or agency requiring the materials, supplies, services, equipment or property involved, in accordance with rules and regulations established by the director of public property.

SECTION 2. This ordinance shall go into effect upon passage.

COUNCIL PRESIDENT MILLER AND COUNCILMAN VARGAS, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for 161 Gano Street.

WHEREAS, Power 250 LLC (“Project Owner”) is the owner of certain real property located in the City at 161 Gano Street, Assessor’s Plat 14, Lot 603; and

WHEREAS, Project Owner has proposed and committed to construct a new thirty-five (35) unit residential apartment building for an estimated cost of four million dollars (\$4,000,000); and

WHEREAS, Pursuant to Rhode Island General Laws (R.I.G.L.) § 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 XVIII, 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 Owner to construct new or to replace, reconstruct, convert, expand, retain, or remodel buildings, facilities, fixtures, machinery, or equipment, resulting in an increase or maintenance in plant, residential housing, or commercial building investment by the Project Owner.

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 161 Gano Street, Assessor’s Plat 14, Lot 603;

“Property Owner” shall mean 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 ten (10) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term (“Term”) shall be the period commencing on December 31, 2024 and terminating on December 31, 2034. (Tax Years 2025-2034).

Section 2.3. Plan. During the Term, 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, is as follows: for the first two (2) tax years of the stabilization term, the Property Owner shall make a tax payment equal to the then-current assessment of \$250,500 set by the Tax Assessor (“Base Assessment”) multiplied by the then-current tax rate (hereinafter the “Base Assessment Tax”). The total base tax amount of the then-current tax rate is equal to \$8,792.55. For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the taxes due and owing on the difference between the Base Assessment and 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 Term and in accordance with the tax stabilization plan outlined therein, 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 Term and in accordance with the tax stabilization plan outlined herein, stabilized tax payments shall be an obligation of the Property Owner.

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 stabilization, an Agreement formed hereunder, or otherwise.

Section 2.7. Recording of Plan, Running with Land. The Property Owner shall cause this tax stabilization plan 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 stabilization and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. ADDITIONAL REQUIREMENTS OF STABILIZED PROJECTS.

Section 3.1. Commencement of Performance. Construction or rehabilitation shall commence within twelve (12) months and shall obtain a Certificate of Occupancy from the Department of Inspections and Standards within thirty-six (36) months of the effective date of said agreement. Property Owners who fail to meet either of these deadlines will be required to retroactively pay the difference between their actual stabilized tax payments and what they would have paid if ineligible for the specified tax considerations. The owner may, twelve (12) months prior to the applicable deadline, submit a request to the city council for approval of an extension to such applicable deadline.

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.

Section 3.3. MBE/WBE. During the Term, the Property Owner shall 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 3.4. 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.

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Section 3.8. Apprenticeship. The Property Owner shall ensure that one hundred percent (100%) of the hours worked on the project shall be performed by all trade construction contractors and subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Additionally, the Property Owner shall ensure that all bidding documents for the work to be performed on the Eligible Project includes express and conspicuous language evidencing the requirement found in this subsection.

As part of its contract with the construction manager and/or general contractor, the Property Owner shall require that not less than ten percent (10%) of the total hours worked by the contractors' and subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs. Failure to comply with or meet the requirements of this subsection shall be a material violation of the Property Owner's obligations under this chapter.

The Property Owner, its Prime Contractor, or any other person/entity authorized by the Property Owner, may petition the City of Providence's Director of Planning and Development, or his/her designee to adjust the requirements found in this subsection to a lower percentage upon a showing that:

- (A) 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) The size and scope of the work will not allow for the contractor to comply with apprenticeship ratio requirements for the craft affected; or
- (C) For any other non-economic justifiable reason that demonstrates good cause.

Accompanying the petition mentioned in this sub-section, the petitioning entity must provide contemporary evidence of the efforts taken to comply with this section, including but not limited to the bidding and responsive documents for the scopes of work for which the petitioning entity is seeking an exemption.

Section 3.9. Project Compliance. This stabilization shall in no way confer that the underlying project (construction or rehabilitation) is either compliant with the Providence Zoning Ordinance or has received the necessary approvals from any board or commission, including (but not limited to) the Historic District Commission, the Downtown Design Review Committee, the Capital Center Commission, the City Plan Commission, the Zoning Board of Review, or the I-195 Redevelopment Commission (as applicable).

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Section 3.12. Payment of Area Standard Wages. Omitted.

Section 3.13. Post-Construction Jobs. Omitted.

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- (H) 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

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

If to: Power 250, LLC
 374 Wickenden Street
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the Term, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to R.I.G.L. Chapters 7–9 of Title 44, and/or arising under this stabilization to collect stabilized taxes due and owing in accordance with the tax stabilization plan and/or to collect any retroactive taxes.

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 General Laws. Rather, this stabilization 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 stabilization 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 R.I.G.L. § 44-5-26 and -27, as it pertains to the Tax Payments due and owing pursuant to this stabilization, unless there is a loss of use of the Property as a result of fire, flood, earthquake, or other act of God. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this stabilization.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1 Severability. The sections of this stabilization 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 9.2. Applicable Law. This stabilization 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 9.3. Entire Agreement; Amendments. This stabilization and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner. This stabilization shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this stabilization. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties, and passed by City Council.

Section 9.4. Effective Date. This stabilization shall take effect upon passage of this Ordinance by the Providence City Council, approval by the Mayor (or the Ordinance otherwise becoming effective). Immediately following the Effective Date, the Property Owner shall record this Ordinance with the City’s official public land evidence records.

Exhibit A

10 Year TSA Projection
161 Gano St. Plat 14 Lot 603

Tax Year	Value	Base Tax + % of		Base Tax	Phased-In Tax	Proposed Total Tax	Payments at Full Taxation
		Incr.	Tax Rate				
2025	250,500	Base Tax	\$35.10	\$8,792.55	\$0	\$8,792.55	\$8,792.55
2026	250,500	Base Tax	\$35.10	\$8,792.55	\$0	\$8,792.55	\$8,792.55
2027	4,000,000	Base + 12.50%	\$35.10	\$8,792.55	\$16,450.93	\$25,243.48	\$140,400.00
2028	4,080,000	Base + 25.00%	\$35.10	\$8,792.55	\$33,603.86	\$42,396.41	\$143,208.00
2029	4,080,000	Base + 37.50%	\$35.10	\$8,792.55	\$50,405.79	\$59,198.34	\$143,208.00
2030	4,080,000	Base + 50.00%	\$35.10	\$8,792.55	\$67,207.73	\$76,000.28	\$143,208.00
2031	4,161,600	Base + 62.50%	\$35.10	\$8,792.55	\$85,799.76	\$94,592.31	\$146,072.16
2032	4,161,600	Base + 75.00%	\$35.10	\$8,792.55	\$102,959.71	\$111,752.26	\$146,072.16
2033	4,161,600	Base + 87.50%	\$35.10	\$8,792.55	\$120,119.66	\$128,912.21	\$146,072.16
2034	4,244,800	Base + 95.00%	\$35.10	\$8,792.55	\$133,189.93	\$141,982.48	\$148,992.48
						\$697,662.87	\$1,174,818.06

Savings to applicant: **\$477,155.19**

COUNCILMAN ESPINAL Moves to Waive the Reading of items 6 through 9 and Pass for the Second Time on a Roll Call Vote, Seconded by COUNCILWOMAN HARRIS.

An Ordinance Establishing a Tax Stabilization Agreement for 381 Wickenden Street.

RESULT: READ/PASSED SECOND TIME [13 TO 1]
MOVER: Councilman Espinal
SECONDER: Councilwoman Harris
AYES: Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 13.
NAYS: Councilor Sanchez – 1.
ABSENT: Councilwoman Ryan – 1.

**An Ordinance Establishing a Tax Stabilization Agreement for 241 Pocasset Avenue.
An Ordinance in Amendment of Chapter 21, “Revenue and Finance”, Article II,
“Division of Purchase Orders” Section 21-27, “Competitive Bidding” of the Code of
Ordinances of the City of Providence.**

RESULT: READ/PASSED SECOND TIME [14 TO 1]
MOVER: Councilman Espinal
SECONDER: Councilwoman Harris
AYES: Council President Miller, Councilor AnderBois, Councilwoman Anthony,
Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson,
Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman
Vargas and Councilman Vargas – 14. .
ABSENT: Councilwoman Ryan – 1.

An Ordinance Establishing a Tax Stabilization Agreement for 161 Gano Street.

RESULT: READ/PASSED SECOND TIME [13 TO 1]
MOVER: Councilman Espinal
SECONDER: Councilwoman Harris
AYES: Council President Miller, Councilor AnderBois, Councilwoman Anthony,
Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson,
Councilors Pichardo, Roias, Councilman Taylor, Councilwoman Vargas and
Councilman Vargas – 13.
NAYS: Councilor Sanchez – 1.
ABSENT: Councilwoman Ryan – 1.

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF ORDINANCES

COUNCILORS ROIAS, ANDERBOIS, COUNCILWOMEN ANTHONY, GRAVES, COUNCILOR SANCHEZ AND COUNCILWOMAN VARGAS

An Ordinance Amending Chapter 18 ½ “Police”, Section 18½ - 4 “Providence Community – Police Relations Act” of the Providence Code of Ordinances.

COUNCILORS ROIAS, ANDERBOIS, COUNCILWOMAN ANTHONY, COUNCILMAN GONCALVES, COUNCILWOMAN GRAVES AND COUNCILOR SANCHEZ

An Ordinance Amending Chapter 23 of the Providence Code of Ordinances “Streets, Sidewalks and Public Places” Section 23-171 “Reserved” to add Section 23-171 “Temporary Parking Areas During Winter Storms and Other Emergencies”.

COUNCILWOMAN RYAN AND COUNCILMAN GONCALVES

An Ordinance Amending Chapter 15, “Motor Vehicles and Traffic”, Article XII, “Weight Limits”, Sec. 15-142 of the Providence Code of Ordinances.

COUNCILMAN ESPINAL Moves to Waive the Reading of items 10 through 12, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MILLER Refers items 10 through 12 to the Committee on Ordinances.

RESULT:	REFERRED
TO:	Committee on Ordinances

PRESENTATION OF RESOLUTIONS

**COUNCILMAN GONCALVES, COUNCILWOMEN GRAVES, PETERSON,
COUNCILORS PICHARDO, ROIAS, COUNCILWOMAN VARGAS AND
COUNCILMAN VARGAS**

Resolution Requesting to keep Hasbro, Inc. Headquarters in Rhode Island.

**COUNCILMAN ESPINAL Moves to Waive the Reading of item 13, Seconded by
COUNCILWOMAN HARRIS.**

**COUNCIL PRESIDENT MILLER Refers item 13 to the Special Committee on Health,
Opportunity, Prosperity and Education.**

RESULT:	REFERRED
TO:	Special Committee on Health, Opportunity, Prosperity and Education (HOPE)

**COUNCILOR PICHARDO, COUNCIL PRESIDENT MILLER, COUNCILOR
ANDERBOIS, COUNCILWOMAN ANTHONY, COUNCILMEN ESPINAL,
GONCALVES, COUNCILWOMEN GRAVES, PETERSON, COUNCILOR
ROIAS, COUNCILWOMAN VARGAS AND COUNCILMAN VARGAS**

Resolution Honoring the Life of Former President Jimmy Carter.

WHEREAS, James Earl Carter Jr., known to the world as Jimmy Carter, who served as the 39th President of the United States from 1977 to 1981, passed away peacefully at the age of 100 at his home in Plains Georgia on December 29, 2024, surrounded by loved ones; and

WHEREAS, President Carter's leadership during his presidency emphasized the principles of human rights, environmental stewardship, and the pursuit of global diplomacy, exemplified by landmark achievements such as the Camp David Accords and the establishment of the Department of Energy; and

WHEREAS, After leaving office, Jimmy Carter continued his commitment to serving humanity, founding The Carter Center in 1982, an organization dedicated to advancing human rights and alleviating human suffering around the world; and

WHEREAS, The Carter Center has played a pivotal role in preventing diseases by bringing healthcare to some of the world's poorest countries, which has led to an almost complete eradication of Guinea worm disease, and in promoting free and fair elections across dozens of countries, reflecting President Carter's lifelong dedication to the betterment of humanity; and

WHEREAS, President Carter was awarded the Nobel Peace Prize in 2002 for his tireless efforts to resolve international conflicts, promote human rights, and foster economic development; and

WHEREAS, Jimmy Carter’s humanitarian work extended beyond his professional endeavors, as he personally demonstrated the values of service and compassion through initiatives like Habitat for Humanity, building homes and hope for those in need; and

WHEREAS, President Carter was a model of humility, faith, and integrity, embodying the highest ideals of public service throughout his lifetime and inspiring generations of Americans to pursue lives of purpose and generosity.

NOW, THEREFORE, BE IT RESOLVED, That the Providence City Council wishes to honor the extraordinary, century-long life and enduring legacy of former President Jimmy Carter, celebrating his unparalleled contributions to the United States and the global community.

BE IT FURTHER RESOLVED, That the Providence City Council extends their deepest sympathies and condolences to all of former President Carter’s loved ones as they, along with the rest of the world, grieve the loss of such an incredible human being; and

BE IT FURTHER RESOLVED, That this resolution calls upon all individuals to follow in former President Carter’s footsteps, by striving to uphold the values of compassion, integrity, and dedication to the greater good that he so profoundly exemplified throughout his long and impactful life.

COUNCILMAN ESPINAL Moves to Waive the Reading of item 14 and Pass on Voice Vote, Seconded by COUNCILWOMAN HARRIS.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Councilman Espinal
SECONDER:	Councilwoman Harris
AYES:	Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 14. .
ABSENT:	Councilwoman Ryan – 1.

The Motion for Passage is Sustained.

REPORT(S) FROM COMMITTEE

**COMMITTEE ON CITY PROPERTY
COUNCILMAN JOHN GONCALVES, Chairman**

Transmits the Following with Recommendation the Same be Severally Approved:

**COUNCILMEN TAYLOR, ESPINAL, COUNCILMAN VARGAS,
COUNCILWOMAN GRAVES AND COUNCILOR SANCHEZ**

Resolution Authorizing the terms of Purchase and Sale for the property located at 691 Potters Avenue.

WHEREAS, On November 28, 2023, the Board of Park Commissioners voted to go out for public bid for the sale and redevelopment of the parcel owned by them at 691 Potters Avenue, more particularly described as Assessor’s Plat 43, Lot 506; and

WHEREAS, A request for proposals was issued on January 25, 2024; and

WHEREAS, One bid was received through the Board of Contract and Supply from Elite Property Solutions, LLC for one hundred thirty-five thousand dollars (\$135,000); and

WHEREAS, The property was appraised for \$131,200 as of January 8, 2024; and

WHEREAS, To comply with the Home Rule Charter, this sale requires the authorization of the City Council.

NOW, THEREFORE, BE IT RESOLVED, That the sale of the property at 691 Potters Avenue by the City of Providence, through its Board of Parks Commissioners, to Elite Property Solutions, LLC, is hereby authorized in accordance with the terms of the purchase and sale agreement proposed in their bid of April 9, 2024, and that the Mayor of the City of Providence is hereby authorized to execute and deliver a deed and any other documents necessary or appropriate to convey said property and improvements to Elite Property Solutions, LLC.

COUNCILMAN ESPINAL Moves to Waive the Reading of item 15 and Pass on Voice Vote, Seconded by COUNCILWOMAN HARRIS.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Councilman Espinal
SECONDER:	Councilwoman Harris
AYES:	Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 14. .
ABSENT:	Councilwoman Ryan – 1.

The Motion for Passage is Sustained.

COUNCILORS SANCHEZ, ANDERBOIS, COUNCILMEN ESPINAL, VARGAS, COUNCIL PRESIDENT MILLER, COUNCILWOMAN GRAVES, COUNCILOR ROIAS AND COUNCILWOMAN VARGAS

Resolution of the City Council Authorizing the City of Providence to Enter into a Lease Agreement with South Side Community Land Trust of 404 Broad Street for an initial period not to exceed Ten (10) Years, for Six (6) City-Owned Lots located at 774, 786, 790, 792, 794 and 802 Manton Avenue.

COUNCILMAN ESPINAL Moves to Waive the Reading of item 16, Substitute the Lease and Pass on Voice Vote, As Amended, Seconded by COUNCILWOMAN HARRIS.

RESULT:	PASSED AS AMENDED [UNANIMOUS]
MOVER:	Councilman Espinal
SECONDER:	Councilwoman Harris
AYES:	Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 14. .
ABSENT:	Councilwoman Ryan – 1.

FROM THE CLERK'S DESK

Petitions for Compensation for Injuries and Damages, viz:

Xochil Rivera (25-001)

Farmers Group Property and Casualty Insurance Company
a/s/o Tracy Aniello (25-002)

Kenneth A. Bliss (25-003)

Kimberly Swanson (25-004)

Luis A. Carrion (25-005)

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

COMMUNICATIONS AND REPORTS

Communication from Juan Noboa, submitting Raze Building Permit RAZE-24-14, for the property located at 938-940 Douglas Avenue, Unit 938, Providence, Rhode Island 02908.

Communication from Wilber Abreu, submitting Raze Building Permit RAZE-24-40, for the property located at 141 Ocean Street, Providence, Rhode Island 02905.

Communication from Tina L. Mastroianni, City Clerk, dated January 10, 2025, of all monies received, transmitted to and credited by the City Collector for fiscal quarter of October 1, 2024 to and including December 31, 2024, in the amount of One Thousand Sixteen Dollars (\$1,016.00).

Report from Touchdown Realty Group, LLC, 167 North Quiddnessett Road, North Kingstown, Rhode Island 02852, submitting the Annual Tax Stabilization Report FY2024.

Report from Promenade Street Owner, LLC, 341 Newbury Street, Boston, Massachusetts 02115, submitting the Annual Tax Stabilization Report FY2024.

Report from Sampalis Realty, LLC, 20 Kristin Drive, Cranston, Rhode Island 02921, submitting the Annual Tax Stabilization Report FY2024.

Report from Branch Holdings, LLC, 725 Branch Avenue, Providence, Rhode Island 02904, submitting the Annual Tax Stabilization Report FY2024.

Report from River House Holdings I, LLC, c/o Brown University, 350 Eddy Street, Providence, Rhode Island 02903, submitting the Annual Tax Stabilization Report FY2024.

RESULT: RECEIVED

COUNCILMAN ESPINAL Moves to Waive the Reading of items 17 through 25, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MILLER Refers item 17 to the Committee on Claims and Pending Suits and Receives items 18 through 25.

PRESENTATION OF RESOLUTIONS "IN CONGRATULATIONS"

COUNCIL PRESIDENT MILLER 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:

Gardel Rhode Island, in recognition of Gardel Gauchos Argentine Cuisine for the opening of your restaurant in the vibrant Fox Point Neighborhood. Your dedication to culinary excellence and community enrichment inspires us all. Congratulations on this achievement and thank you for your impactful contributions to our beloved city!

Monica Gillespie, in recognition of your leadership and dedication in co-founding Dune Brothers Seafood. Your vision and passion have helped create a beloved establishment that enriches the Fox Point Neighborhood and inspires our community.

Nick Gillespie, in recognition of your commitment and innovation in co-founding Dune Brothers Seafood. Your efforts have brought a unique culinary experience to the Fox Point Neighborhood, strengthening our community and setting an example of excellence.

William Panzella, Chef de Cuisine, in recognition of your culinary expertise and dedication to Dune Brothers Seafood. Your artistry in crafting exceptional dishes enriches our community and sets a standard of excellence in the Fox Point Neighborhood.

Ezra Pollard, General Manager, in recognition of your outstanding leadership as General Manager of Dune Brothers Seafood. Your commitment to exceptional service and fostering a welcoming environment makes a lasting impact on the Fox Point Neighborhood and our city.

Assistant Chief Stephen T. Houle, Providence Fire Department, in recognition of the celebration of your retirement on January 17, 2025 after 36 years of dedicated service to the City of Providence.

Steven Piscopiello, Deputy Director, Department of Recreation, in recognition of the celebration of your retirement on January 10, 2025 after 30 years of dedicated service to the City of Providence.

Justin Taymes & Dawn the Duck, in recognition of promoting the City of Providence and for the many happy faces that you bring to people when taking photos with them.

Sue Periquito, Deputy Director, Department of Telecommunications in recognition of the celebration of your retirement of January 16, 2025 after 36 years of dedicated service to the City of Providence.

Ailyn Mendoza, Brown University, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Alan Lira, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Alejandra Tavaréz, Roger Williams University, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Amelia Susana, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Anthony Casto-Paulino, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Crystal Garrido, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Darlyn Cristales, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Emmanuel Madrid, Boston University, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Erika Saquic, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Irvin Rosales Garcia, Rhode Island College, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Jailianna Tavares, University Of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Jarvis Alvarez, Providence College, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Jenifer Melgar, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Jordan Martinez, Tufts University, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Juan Zubieta, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Juliet Benitez, Rhode Island College, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Kiana Pinales, Roger William University, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Lauran Colon Peña, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Lessis Silverio, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Luis J. Collado, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Maleiya Burgos, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Melary Andres, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Naydelin Gonzalez, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Nicole Susana, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Rose B. Goodbridge, University of Massachusetts, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Sofia Galvis, Providence College, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Valeria Concepcion, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Yune Jackson, University of Rhode Island, in recognition of being the recipient of the 2024-2025 Rhode Island Latino Dollars for Scholars Scholarship at the 31st Anniversary Celebration.

Isabel Irizarry, in recognition of volunteering your time overnight from January 7th to January 8th to support unhoused people sheltering in the Providence City Council Chamber during the dangerously cold weather, and for the work you do every day to save lives and care for our community residents. Thank you!

Amy Santiago, in recognition of volunteering your time overnight from January 7th to January 8th to support unhoused people sheltering in the Providence City Council Chamber during the dangerously cold weather, and for the work you do every day to save lives and care for our community residents. Thank you!

Green Goods Café, in recognition of the celebration of your Grand Opening at 1017 Smith Street on Thursday, January 9, 2025.

COUNCILMAN ESPINAL Moves to Waive the Reading of item 26 and Pass on Voice Vote, Seconded by COUNCILWOMAN HARRIS.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Councilman Espinal
SECONDER:	Councilwoman Harris
AYES:	Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 14. .
ABSENT:	Councilwoman Ryan – 1.

The Motion for Passage is Sustained.

**PRESENTATION OF RESOLUTIONS
"IN MEMORIAM"**

COUNCIL PRESIDENT MILLER 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:

Saysomboun Phivilay

**COUNCILMAN ESPINAL Moves to Waive the Reading of item 27 and Pass on a
Unanimous Raising Vote, Seconded by COUNCILWOMAN HARRIS.**

RESULT:	PASSED [UNANIMOUS]
MOVER:	Councilman Espinal
SECONDER:	Councilwoman Harris
AYES:	Council President Miller, Councilor AnderBois, Councilwoman Anthony, Councilmen Espinal, Goncalves, Councilwomen Graves, Harris, Peterson, Councilors Pichardo, Roias, Sanchez, Councilman Taylor, Councilwoman Vargas and Councilman Vargas – 14. .
ABSENT:	Councilwoman Ryan – 1.

The Motion for Passage is Sustained.

**MOTION TO SUSPEND RULE 16(B) OF THE RULES OF THE
CITY COUNCIL IN ORDER TO TAKE MATTERS NOT
APPEARING ON THE PRINTED DOCKET**

COUNCILMAN ESPINAL Moves to Suspend Rule 16(b) of the Rules of the City Council in order to take Matters Not Appearing on the Printed Docket, Seconded by COUNCILMAN HARRIS.

**MATTERS NOT APPEARING
ON THE PRINTED DOCKET**

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Melissa Hughes** of 137 Elton Street, Providence, Rhode Island 02906, as the **Region 1** member of the **Providence School Board** for a term to expire on January 1, 2026, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Anjel Newmann** of 86 Metropolitan Road, Providence, Rhode Island 02908, as the **Region 2** member of the **Providence School Board** for a term to expire on January 1, 2028, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Jenny Mercado** of 12 Mantrose Street, Providence, Rhode Island 02908, as the **Region 3** member of the **Providence School Board** for a term to expire on January 1, 2027, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Night Jean Muhingabo** of 503 Elmwood Avenue, Providence, Rhode Island 02907, as the **Region 4** member of the **Providence School Board** for a term to expire on January 1, 2027, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Steven Williamson** of 51 Camden Avenue, Providence, Rhode Island 02908, as the **Region 5** member of the **Providence School Board** for a term to expire on January 1, 2028, and respectfully submits the same for your approval.

RESULT:	REFERRED
TO:	Committee on Finance

APPOINTMENTS BY THE COUNCIL PRESIDENT

Communication from His Honor the Mayor, dated January 14, 2025, Informing the Honorable Members of the City Council, that pursuant to Sections 302(b) and 1108 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1-31 passed in 1987, he is this day re-appointing **Jill Padwa** of 25 Margrave Avenue, Providence, Rhode Island 02906, as a member of the **Providence Redevelopment Agency** for a term to expire on January 6, 2030.

Communication from Council President Miller, dated January 15, 2025, Informing Tina L. Mastroianni, City Clerk, that pursuant to Section 7-5 of the Providence Code of Ordinances, she is this day re-appointing **Melissa Cruz**, Senior Director of Constituent Services, Providence City Council Office, to the **Providence Emergency Management Advisory Council** for two-year term which expires on January 31, 2027.

RESULT:	RECEIVED
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**COUNCILMAN ESPINAL Moves to Waive the Reading of items 28 through 34,
Seconded by COUNCILWOMAN HARRIS.**

COUNCILWOMAN PETERSON Recuses on item 34.

**COUNCIL PRESIDENT MILLER Refers items 28 through 32 to the Committee on
Finance and Receives items 33 and 34.**

CONVENTION

There being no further business, on Motion of **COUNCILMAN ESPINAL**, Seconded by **COUNCILWOMAN HARRIS**, it is voted to adjourn in memory of Maria C. Ramos at 6:30 o'clock P.M., to meet again **THURSDAY, JANUARY 30, 2025 at 5:00 o'clock P.M.**



**TINA L. MASTROIANNI
CITY CLERK**

*This meeting was live streamed and the recording is available on our
YouTube Channel: <https://www.youtube.com/watch?v=UagwNnIKJ70>*

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