

CITY OF PROVIDENCE  
RHODE ISLAND



CITY COUNCIL  
JOURNAL OF PROCEEDINGS

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No. 116 City Council Regular Meeting, Thursday, November 21, 2002, 7:30 o'clock P.M. (E.S.T.)

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PRESIDING  
ACTING COUNCIL PRESIDENT  
JOSEPHINE DiRUZZO

ROLL CALL

Present: Acting Council President DiRuzzo, Councilmen Allen, DeLuca, Hassett, Igliozzi, Jackson, Mancini, Councilwomen Nolan and Romano—9.

Absent: Acting Council President Young, Councilmen Aponte, Butler and Councilwoman Williams—4.

Also Present: Michael R. Clement, City Clerk, Claire E. Bestwick, First Deputy City Clerk, Sheri A. Petronio, Assistant Clerk and Ralph Guglielmino, City Sergeant.

2329

IN CITY COUNCIL  
FEB 6 2003

APPROVED:

*Michael R. Clement* CLERK

## INVOCATION

The Invocation is given by COUNCILWOMAN CAROL A. ROMANO.

## PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

COUNCILWOMAN PATRICIA K. NOLAN  
leads the members of the City Council and  
the Assemblage in the Pledge of Allegiance  
to the Flag of the United States of America.

## ORDINANCES SECOND READING

The following Ordinances were in City  
Council November 7, 2002, Read and Passed  
the First Time and are severally returned  
for Passage the Second Time:

An Ordinance establishing a tax stabilization  
plan for Monhasset Mill, LLC, as amended.

*Be it ordained by the City of Providence:*

*Whereas*, The City Council, pursuant to the  
General Laws of the State of Rhode Island, as  
amended, has the authority to exempt property  
in the designated on the landmark list of the  
City of Providence used for residential purposes  
from the payment of property tax if the  
granting of the exemption meets certain  
conditions set forth in said sections of the

General Laws of the State of Rhode Island and  
the Code of Ordinances of the City of  
Providence; and

*Whereas*, Monhasset Mill, LLC (hereinafter  
referred to as "Owner") has made application  
under, and has satisfied the conditions of the  
above-mentioned Ordinance; and

*Whereas*, It is in the public interest to provide  
property tax incentives for owners of under  
utilized property on the landmark list of the  
City of Providence in order that there may be

substantial rehabilitation of the properties and attract residential, commercial, and institutional uses. It is also in the public interest to offer these incentives for a limited duration; and

*Whereas*, These are commercial buildings intended to be converted into residential units in the City of Providence, located at 532 Kinsley Avenue on the City of Providence, on Assessor's Plat 27, Lot 1; and

*Whereas*, The Projects will cause an increase in the tax base of the City and will increase residential apartments in the City; and

*Whereas*, It is in the interest of the residents of the City of Providence to grant such an exemption to induce the development and construction of the apartments in the City, and such exemption will inure to the benefit of the City;

*Be it ordained by the City of Providence:*

*Section 1.* That findings set forth in the preceding *Whereas* clauses are hereby made and confirmed.

*Section 2. Definitions.* The following terms shall have the meanings set herein:

(a) "Commencement Date" shall mean date of passage of this ordinance.

(b) "Personal Property" means any and all tangible personal property, including, but not limited to all fixtures, equipment, furnishings, vehicles and other personal property, now or hereinafter located at the Project Site.

(c) "Project Owner" means the owner or any successor permitted hereunder.

(d) "Project" means the property located on Plat 27, Lot 1 located at 532 Kinsley Avenue, Providence, Rhode Island 02909.

(e) "Project Taxable Properties" means, collectively, the Projects as proposed, the Real Property Improvements as made on the assumptions in the attached exhibit and the Personal Property as proposed, together, constituting the Projects.

(f) "Real Property Improvements" means all structures, buildings, renovations and improvements currently proposed to be located at the Projects. Any material additional improvements, excluding customary repairs and renovations, shall require modification of this treaty.

(g) "Projects" means the real property improvements in connection with the construction and operation of residential units attached as Exhibit A.

(h) "Stabilized Tax Payment" means, with respect to the Project Taxable Properties, the amounts listed on the attached schedule.

(i) "Termination Date" means June 30, of the tenth year in which Stabilized Tax Payments are payable hereunder, as per the attached schedule.

*Section 3. Term.* The term of this agreement shall be for a period commencing on the date hereof and terminating on the termination date per the attached schedule.

*Section 4. Transfers.* As long as the Owner owns and operates the respective facility, it will continue to pay taxes on the facility. The Owner, and all successors and assigns, agree that this property will be subject to taxation at the expiration of the tax treaty. The Owner also agrees not to transfer properties to a tax-exempt entity or to allow any transfer by any subsequent transferee to a tax-exempt entity during the term of the tax treaty. The Owner is also required as a condition precedent to this tax treaty to record notice of the requirement that the property covered by this Ordinance be

transferred only to a tax paying entity as long as this agreement is in effect, as set forth herein in the Land Evidence Records of the City of Providence. Notwithstanding this provision, in the event that the successor to the property does not make the payments under the tax treaty, the Owners will be responsible to make payments in lieu of taxes to the City of Providence in the amounts set forth in the attached schedule. In the event that the property covered by this Ordinance is transferred to a tax-exempt entity, whether by the Owner or any subsequent transferee of such property, the Owner will be responsible to make payments in lieu of taxes to the City of Providence equal to the amount of taxes which would have been paid to the City of Providence if such prohibition against transfer to a tax-exempt entity had not been violated. Notwithstanding anything to the contrary herein or in the tax treaty used in connection herewith, the provisions of this Section 2 shall continue to be given full force and effect until such time as the same shall be amended or terminated by majority vote of the City Council of Providence.

*Section 5. Payment of Taxes.* (a) The Owner shall make Stabilized Tax Payments as prescribed in the attached schedule to the City in lieu of all other real property and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property and personal property taxes on the Project Taxable Property.

(b) Stabilized Tax Payments due to the City, pursuant to the terms of this agreement, may be made in wither a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) It is understood by the parties that Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the

Owner shall be entitled to all the rights and privileges of a taxpayer in the City.

(d) The liability for Stabilized Tax Payments due and owing under this agreement shall constitute an obligation of the Owner, and the City shall be granted by the Owner a lien on the respective Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable law and ordinances with respect to real and personal property taxes.

*Section 6. Satisfaction of Obligations.* The City agrees that so long as the Stabilized Tax Payments are made by the Owner in accordance with the terms of this agreement, the City shall, during the term of this agreement, accept said payments in full satisfaction of the obligations of the Owner as to the payment of any and all taxes and property assessments to the City which would otherwise be levied upon or with respect to the respective Project Taxable Properties, including future customary repairs and customary renovations of the Facilities and the Personal Property which may now exist or which may hereafter be placed or erected thereon or located thereat or used therein, but excluding material renovations or improvements to the Facilities beyond that contemplated in the definition of the Facility herein.

*Section 7. Employment.* It shall be the goal and the Owner shall use its best efforts to award Minority Business Enterprises as defined in Rhode Island General Laws, Section 37-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with the rules and regulations promulgated pursuant to the MBE Act). It shall be the goal and the Owner shall use its best efforts to award to women business enterprises (WBE) no less that 10% of the dollar value of the construction costs for the Projects (as determined in accordance with Section 21-

52 of the Code of Ordinances of the City of Providence).

*Section 8. Purpose.* The City of Providence has entered this tax treaty as a result of increasing demand for residential units in the City as required by state law, this building is a former commercial building being converted into residential uses. This treaty shall only be in effect as long as the property is utilized primarily for residential purposes and failure to use the building for primarily residential purposes and failure to use the building for primarily residential purposes would render the treaty null and void. The parties do not intend that this agreement would extend to use of the building as a "dormitory" or "apartment dormitory" use.<sup>1</sup> In fact, use of the building for "dormitory" or "apartment dormitory" purposes would also render the treaty null and void. The treaty being rendered null and void for any reason would require the owner to pay all taxes and fees due and owing as if no treaty had been entered. Additionally, it is a strong policy position of the City of Providence to provide affordable housing. Therefore, in consideration for this tax treaty, the Owner and all successors and assigns agree to sell no less than twenty percent (20%) of the residential units at a below market rate, as hereinafter defined. The below market rate shall be equal to the per square foot market rental rate for comparable area in the City of Providence as determined from time to time by a Rhode Island real estate appraiser less ten percent (10%), but in no event shall such rental rate for the below market units be less than the current per square foot market rental rate less ten percent. The City and the Owner also acknowledge that in no event shall the set aside requirement of the below market units extend beyond the term of the treaty.

*Section 9. Basis of Calculation.* The schedule listed below is based upon information provided to the Tax Assessor by the Owners including, but not limited to, estimated

construction costs. In the event any of this information is inaccurate or proves to be erroneous, this treaty shall be modified to reflect the accurate information. This tax treaty is also conditioned upon commencement of construction and the payment of all taxes due and owing on the property within sixty (60) days of this Ordinance going into effect. Failure to begin construction or to make full payment within that time frame renders the treaty null and void unless said time frame is amended by the City Council. The treaty being rendered null and void would require the owner of the property to pay all taxes due and owing as if no treaty had been entered.

*Section 10. Back Taxes.* That the real property taxes payable to the City by the projects during the term of this Ordinance shall be based upon the real property tax rates in effect for the City's 2001 fiscal year. This treaty is further conditioned upon both Owners at all times owing no back taxes to the City of Providence or remaining current on a payment plan approved by the Tax Collector. Failure to make said timely payments may render this treaty null and void at the sole discretion of the City of Providence.

*Section 11. Exemption Dates.* That the City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant an exemption from the assessed valuation for tax purposes as of December 31, 2001 up to and including December 31, 2011 to the Owner of the property located at 532 Kinsley Avenue, in Providence, Rhode Island, on Assessor's Plat 27, Lot 1 in accordance with the schedule in Exhibit A.

*Section 12. Effective Date.* This Ordinance shall take effect upon passage.

*Section 13. Applicable Law.* This agreement shall be construed under the laws of the State of Rhode Island.

1 For the purposes of this ordinance, the definition of the term "dormitory" or "apartment dormitory" is defined according to Section 1000.12 of the Zoning Ordinance for the City of Providence.

An Ordinance establishing a tax stabilization plan for the Abingdon at Westminster Crossing Condominium Associates, LLC, as amended.

*Be it ordained by the City of Providence:*

*Whereas*, The City Council, pursuant to the General Laws of the State of Rhode Island, as amended, has the authority to exempt property in the designated on the landmark list of the City of Providence used for residential purposes from the payment of property tax if the granting of the exemption meets certain conditions set forth in said sections of the General Laws of the State of Rhode Island and the Code of Ordinances of the City of Providence; and

*Whereas*, The Abingdon at Westminster Crossing Condominium Associates (hereinafter known as the "Developer") has made application under, and has satisfied each condition of the above-mentioned Ordinance; and

*Whereas*, It is in the public interest to provide property tax incentives for Developers of under utilized property in the City of Providence in order that there may be substantial rehabilitation of the properties and attract new residential, commercial, and institutional uses. It is also in the public interest to offer these incentives for a limited duration; and

*Whereas*, The Developer is a commercial concern who intends to convert its building in the City of Providence to residential use, on Assessor's Plat 25, Lot 249 and ("Project");

*Whereas*, The Project will cause an increase in the tax base of the City and will increase residential apartments in the City of Providence; and

*Whereas*, It is in the interest of the residents of the City of Providence to grant such an exemption to induce the development and construction of the apartments in the City, and such exemption will inure to the benefit of the City;

*Be it ordained by the City of Providence:*

*Section 1.* That findings set forth in the preceding *Whereas* clauses are hereby made and confirmed.

*Section 2. Definitions.* The following terms shall have the meanings set herein:

(a) "Commencement Date" shall mean date of passage of this ordinance.

(b) "Personal Property" means any and all tangible personal property, including, but not limited to all fixtures, equipment, furnishings, vehicles and other personal property, now or hereinafter located at the Project Site.

(c) "Project Developer" means Developer or any successor permitted hereunder.

(d) "Project" means the property located on Plat 25, Lot 249.

(e) "Project Taxable Properties" means, collectively, the Project Site as proposed, the Real Property Improvements as made on the assumptions in the attached exhibit and the Personal Property as proposed, together, constituting the Project.

(f) "Real Property Improvements" means all structures, buildings, renovations and improvements currently proposed to be located at the Project Site. Any material additional improve-

ments, excluding customary repairs and renovations, shall require modification of this treaty.

(g) "Project" means the Project Site, the real property improvements in connection with the construction and operation of residential units attached as Exhibit A.

(h) "Stabilized Tax Payment" means, with respect to the Project Taxable Properties, the amounts listed on the attached schedule.

(i) "Termination Date" means June 30, of the tenth year in which Stabilized Tax Payments are payable hereunder, as per the attached schedule.

*Section 3. Term.* The term of this agreement shall be for a period commencing on the date hereof and terminating on the termination date per the attached schedule.

*Section 4. Transfers.* As long as the Developer owns and operates the respective facility, it will continue to pay taxes on the facility. The Developer, its successors and assigns, agrees that this property will be subject to taxation at the expiration of the tax treaty. The Developer also agrees not to transfer properties to a tax-exempt entity or to allow any transfer by any subsequent transferee to a tax-exempt entity during the term of the tax treaty. The Developer is also required as a condition precedent to this tax treaty to record notice of the requirement that the property covered by this Ordinance be transferred only to a tax paying entity as long as this agreement is in effect, as set forth herein in the Land Evidence Records of the City of Providence. Notwithstanding this provision, in the event that the successor to the property does not make the payments under the tax treaty, the Developer will be responsible to make payments in lieu of taxes to the City of Providence in the amounts set forth in the attached schedule. In the event that the property covered by this Ordinance is

transferred to a tax-exempt entity, whether by the Developer or any subsequent transferee of such property, the Developer will be responsible to make payments in lieu of taxes to the City of Providence equal to the amount of taxes which would have been paid to the City of Providence if such prohibition against transfer to a tax-exempt entity had not been violated. Notwithstanding anything to the contrary herein or in the tax treaty used in connection herewith, the provisions shall continue to be given full force and effect until such time as the same shall be amended or terminated by majority vote of the City Council of Providence.

*Section 5. Employment.* It shall be the goal and the Developer shall use its best efforts to award Minority Business Enterprises as defined in Rhode Island General Laws, Section 37-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with the rules and regulations promulgated pursuant to the MBE Act). It shall be the goal and the Developer shall use its best efforts to award to women business enterprises (WBE) no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence).

*Section 6. Purpose.* The City of Providence has entered this tax treaty as a result of increasing demand for apartments in the City of Providence. In consideration of this tax treaty, as long as the project consists of all residential rental units, Developer and all successors and assigns shall maintain no less than twenty percent (20%) of the residential units at below market rates. The rental rate shall be equal to the per square foot fair market rental rate for the City of Providence area as determined from time to time by a Rhode Island certified real estate appraiser less ten percent (10%), but in no event shall such rental rate for the below market units be less than the current per square foot market rental rate less ten

percent (10%). The City and the Developer also acknowledge that in no event shall the set aside requirement of the below market units extend beyond the term of the treaty. The Developer shall be required to report annual to the City as to compliance with this provision. As required by state law, the Abingdon Hotel building is a former commercial building being converted into apartment use. This treaty shall only be in effect as long as the property is utilized primarily for residential purposes and failure to use the building for primarily residential purposes and failure to use the building for primarily residential purposes would render the treaty null and void. The parties do not intend that this agreement would extend to use of the building as a "dormitory" or "apartment dormitory" use.<sup>1</sup> In fact, use of the building for "dormitory" or "apartment dormitory" purposes would also render the treaty null and void. The treaty being rendered null and void for any reason would require the owner to pay all taxes and fees due and owing as if no treaty had been entered.

*Section 7. Payment of Taxes.* (a) Developer or any other Project Owner shall make Stabilized Tax Payments as prescribed in the attached schedule to the City in lieu of all other real property and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property and personal property taxes on the Project Taxable Property.

(b) Stabilized Tax Payments due to the City, pursuant to the terms of this agreement, may be made in wither a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) It is understood by the parties that Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the

Project Owner shall be entitled to all the rights and privileges of a taxpayer in the City.

(d) The liability for Stabilized Tax Payments due and owing under this agreement shall constitute an obligation of Developer or any other Project Owner in accordance with the terms of this agreement, the City shall be granted by the Developer a lien on the Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable laws and ordinances with respect to real and personal property taxes.

*Section 8. Satisfaction of Obligations.* The City agrees that so long as the Stabilized Tax Payments are made by the Project Owner in accordance with the terms of this agreement, the City shall, during the term of this agreement, accept said payments in full satisfaction of the obligations of the Project Owner as to the payment of any and all taxes and property assessments to the City which would otherwise be levied upon or with respect to the Project Taxable Properties, including future customary repairs and customary renovations of the Facility and the Personal Property which may now exist or which may hereafter be placed or erected thereon or located thereat or used therein, but excluding material renovations or improvements to the Facility beyond that contemplated in the definition of the Facility herein.

*Section 9. Schedule.* The schedule listed below is based upon information provided to the Tax Assessor by the Developer including, but not limited to, estimated construction costs. In the event any of this information is inaccurate or proves to be erroneous, this treaty shall be modified to reflect the accurate information. This tax treaty is also conditioned upon commencement of construction and the payment of all taxes due and owing on the property within sixty (60) days of this



Ordinance going into effect. Failure to begin construction within that time frame or failure to make payment in full shall render the treaty null and void. The treaty being rendered null and void for any reason would require the owner of the property to pay all taxes due and owing as if no treaty had been entered.

*Section 10. Back Taxes.* That the real property taxes payable to the City by the projects during the term of this Ordinance shall be based upon the real property tax rates in effect for the City's 1997 fiscal year. This treaty is further conditioned upon the Developer at all times owing no back taxes to the City of Providence or remaining current on a payment plan approved by the Tax Collector. Failure to make said timely payments may render this treaty null and void at the sole discretion of the City of Providence.

*Section 11. Exemption Dates.* That the City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant an exemption from the assessed valuation for tax purposes as of December 31, 2001 up to and including December 31, 2010 to the Developer located at 711-715 Westminster in Providence, Rhode Island, on a portion of Assessor's Plat 25, Lot 249 as provided in the above-mentioned ordinance, in accordance with the schedule in Exhibit A.

*Section 12. Notices.* All notices, certificates, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this section, collectively called "Notices") shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested and received or overnight delivery by a recognized public or private carrier, or by facsimile, in either case as evidenced by a receipt or other evidence or delivery showing the date, time, and, for a facsimile, telephone number or receipt and

addressed to the party to receive such Notice as set forth below:

If to: City of Providence  
City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903  
Attn: Mayor, City of Providence  
25 Dorrance Street  
Providence, Rhode Island 02903

Copies to: President, City Council  
25 Dorrance Street  
Providence, RI 02903

City Solicitor  
100 Fountain Street  
Providence, RI 02903

Director, Department of Planning  
and Development  
400 Westminster Street  
Providence, RI 02903.

If to: James V. DeRentis, Daniel C. Cady  
68 Hudson St. #2  
Providence, RI 02909

*Section 13. Effective Date.* This Ordinance shall take effect upon its passage.

*Section 14. Applicable Law.* This agreement shall be construed under the laws of the State of Rhode Island.

1 For the purposes of this ordinance, the definition of the term "dormitory" or "apartment dormitory" is defined according to Section 1000.12 of the Zoning Ordinance for the City of Providence.

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An Ordinance establishing a tax stabilization plan for Peerless/Keen Partners.

*Be it ordained by the City of Providence:*

*Whereas*, The City Council, pursuant to the General Laws of the State of Rhode Island, as amended, has the authority to exempt property in the designated Downcity Tax District used for commercial purposes from the payment of property tax if the granting of the exemption meets certain conditions set forth in said sections of the General Laws of the State of Rhode Island and the Code of Ordinances of the City of Providence; and

*Whereas*, Peerless/Keen Partners Harrisburg Associates have made application under, and each has satisfied the conditions of the above-mentioned Ordinance; and

*Whereas*, It is in the public interest to provide property tax incentives for owners of under utilized property in the Downcity District in order that there may be substantial rehabilitation of the properties and attract new residential, commercial, and institutional uses. It is also in the public interest to offer these incentives for a limited duration; and

*Whereas*, This is a commercial building intended to be converted into residential units in the City of Providence, located at 225-239-249 Westminster Street, on Assessor's Plat 20, Lot 29, 116, 117, 138, 23, 24, and 29; and

*Whereas*, The Projects will cause an increase in the tax base of the City and will increase residential apartments in the DownCity Arts & Entertainment District in the City; and

*Whereas*, It is in the interest of the residents of the City of Providence to grant such an exemption to induce the development and construction of the apartments in the City, and such exemption will inure to the benefit of the City;

*Be it ordained by the City of Providence:*

*Section 1.* That findings set forth in the preceding *Whereas* clauses are hereby made and confirmed.

*Section 2. Definitions.* The following terms shall have the meanings set herein:

(a) "Commencement Date" shall mean date of passage of this ordinance.

(b) "Personal Property" means any and all tangible personal property, including, but not limited to all fixtures, equipment, furnishings, vehicles and other personal property, now or hereinafter located at the Project Site.

(c) "Project Owner" means the owner or any successor permitted hereunder.

(d) "Project" means the property located on Plat 20, Lot 29, 116, 117, 138, 23, 24, and 29 located at 225-239 Westminster Street; and.

(e) "Project Taxable Properties" means, collectively, the Projects as proposed, the Real Property Improvements as made on the assumptions in the attached exhibit and the Personal Property as proposed, together, constituting the Projects.

(f) "Real Property Improvements" means all structures, buildings, renovations and improvements currently proposed to be located at the Projects. Any material additional improvements, excluding customary repairs and renovations, shall require modification of this treaty.

(g) "Projects" means the Project Sites in Project A and B, the real property improvements in connection with the construction and operation of residential units attached as Exhibit A.

(h) "Stabilized Tax Payment" means, with respect to the Project Taxable Properties, the amounts listed on the attached schedule.

(i) "Termination Date" means June 30, of the tenth year in which Stabilized Tax Payments are payable hereunder, as per the attached schedule.

*Section 3. Term.* The term of this agreement shall be for a period commencing on the date hereof and terminating on the termination date per the attached schedule.

*Section 4. Transfers.* As long as Peerless/Keen Partners (hereinafter referred to as "Owner") owns and operates the respective facility, it will continue to pay taxes on the facility. The Owner, and all successors and assigns, agree that this property will be subject to taxation at the expiration of the tax treaty. The Owner also agrees not to transfer properties to a tax-exempt entity or to allow any transfer by any subsequent transferee to a tax-exempt entity during the term of the tax treaty. The Owner is also required as a condition precedent to this tax treaty to record notice of the requirement that the property covered by this Ordinance be transferred only to a tax paying entity as long as this agreement is in effect, as set forth herein in the Land Evidence Records of the City of Providence. Notwithstanding this provision, in the event that the successor to the property does not make the payments under the tax treaty, the Owners will be responsible to make payments in lieu of taxes to the City of Providence in the amounts set forth in the attached schedule. In the event that the property covered by this Ordinance is transferred to a tax-exempt entity, whether by the Owner or any subsequent transferee of such property, the Owner will be responsible to make payments in lieu of taxes to the City of Providence equal to the amount of taxes which would have been paid to the City of Providence if such prohibition against transfer to a tax-exempt entity had not been violated. Notwithstanding anything to the contrary herein or in the tax treaty used in connection herewith, the provisions of this Section 2 shall continue to be given full force and effect until such time as the

same shall be amended or terminated by majority vote of the City Council of Providence.

*Section 5. Payment of Taxes.* (a) The Owner shall make Stabilized Tax Payments as prescribed in the attached schedule to the City in lieu of all other real property and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property and personal property taxes on the Project Taxable Property.

(b) Stabilized Tax Payments due to the City, pursuant to the terms of this agreement, may be made in wither a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) It is understood by the parties that Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the Owner shall be entitled to all the rights and privileges of a taxpayer in the City.

(d) The liability for Stabilized Tax Payments due and owing under this agreement shall constitute an obligation of the Owner, and the City shall be granted by the Owner a lien on the respective Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable laws and ordinances with respect to real and personal property taxes.

*Section 6. Satisfaction of Obligations.* The City agrees that so long as the Stabilized Tax Payments are made by the Owner in accordance with the terms of this agreement, the City shall, during the term of this agreement, accept said payments in full satisfaction of the obligations of the Owner as to the payment of any and all taxes and property assessments to the City which would

otherwise be levied upon or with respect to the respective Project Taxable Properties, including future customary repairs and customary renovations of the Facilities and the Personal Property which may now exist or which may hereafter be placed or erected thereon or located thereat or used therein, but excluding material renovations or improvements to the Facilities beyond that contemplated in the definition of the Facility herein.

*Section 7. Employment.* It shall be the goal and the Owner shall use its best efforts to award Minority Business Enterprises as defined in Rhode Island General Laws, Section 37-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with the rules and regulations promulgated pursuant to the MBE Act). It shall be the goal and the Owner shall use its best efforts to award to women business enterprises (WBE) no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence).

*Section 8. Purpose.* The City of Providence has entered this tax treaty as a result of increasing demand for apartments in the City's Arts and Entertainment District by Artists interested in taking advantage of the tax incentives available to the district as well as other professionals seeking apartments in the center of the DownCity area. As required by state law, this building is a former commercial building being converted into residential uses. This treaty shall only be in effect as long as the property is utilized primarily for residential purposes and failure to use the building for primarily residential purposes and failure to use the building for primarily residential purposes would render the treaty null and void. The parties do not intend that this agreement would extend to use of the building as a "dormitory" or "apartment dormitory" use.<sup>1</sup> In fact, use of the building for "dormitory" or "apartment

dormitory" purposes would also render the treaty null and void. The treaty being rendered null and void for any reason would require the owner to pay all taxes and fees due and owing as if no treaty had been entered. Additionally, it is a strong policy position of the City of Providence to provide affordable housing. Therefore, in consideration for this tax treaty, the Owner and all successors and assigns agree to sell no less than twenty percent (20%) of the residential units at a below market rate, as hereinafter defined for a period of five (5) years. The below market rate shall be equal to the per square foot fair market rental rate for downtown Providence area as determined from time to time by a Rhode Island real estate appraiser less ten percent (10%), but in no event shall such rental rate for the below market units be less than the current per square foot market rental rate less ten percent. The City and the Owner acknowledged pursuant to a market analysis prepared by CB Richard Ellis on October 19, 2001, that for the purposes of this document and determining the below market rate for the first year, the current per square foot market rental rate for the downtown Providence area is \$1.35. The City and the Owner also acknowledge that in no event shall the set aside requirement of the below market units extend beyond the term of the treaty.

*Section 9. Basis of Calculation.* The schedule listed below is based upon information provided to the Tax Assessor by the Owner including, but not limited to, estimated construction costs. In the event any of this information is inaccurate or proves to be erroneous, this treaty shall be modified to reflect the accurate information. This tax treaty is also conditioned upon commencement of construction and the payment of all taxes due and owing on the property within sixty (60) days of this Ordinance going into effect. Failure to begin construction or to make full payment within that time frame renders the treaty null and void unless said time frame is amended by the City Council. The treaty being rendered null

and void would require the owner of the property to pay all taxes due and owing as if no treaty had been entered.

*Section 10. Back Taxes.* That the real property taxes payable to the City by the projects during the term of this Ordinance shall be based upon the real property tax rates in effect for the City's 2001 fiscal year. This treaty is further conditioned upon both Owners at all times owing no back taxes to the City of Providence or remaining current on a payment plan approved by the Tax Collector. Failure to make said timely payments may render this treaty null and void at the sole discretion of the City of Providence.

*Section 11. Exemption Dates.* That the City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant an exemption from the assessed valuation for tax purposes as of December 31, 2001 up to and including December 31, 2011 to the Owner for the property located at 225-239-249 Westminster Street, in Providence, Rhode Island, on Assessor's Plat 20, Lot 29, 116, 117, 138, 23, 24, and 29, in accordance with the schedule in Exhibit A.

*Section 12. Effective Date.* This Ordinance shall take effect upon its passage.

*Section 13. Applicable Law.* This agreement shall be construed under the laws of the State of Rhode Island.

1 For the purposes of this ordinance, the definition of the term "dormitory" or "apartment dormitory" is defined according to Section 1000.12 of the Zoning Ordinance for the City of Providence.

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An Ordinance establishing a tax stabilization plan for Promenade Building Associates, LLC.

*Be it ordained by the City of Providence:*

*Whereas,* The City Council, pursuant to the General Laws of the State of Rhode Island, as amended, has the authority to exempt property in the designated on the landmark list of the City of Providence (hereinafter referred to as "Owner") used for residential purposes from the payment of property tax if the granting of the exemption meets certain conditions set forth in said sections of the General Laws of the State of Rhode Island and the Code of Ordinances of the City of Providence; and

*Whereas,* Promenade Building Associates, LLC has made application under, and has satisfied the conditions of the above-mentioned Ordinance; and

*Whereas,* It is in the public interest to provide property tax incentives for owners of under utilized property on the landmark list of the City of Providence in order that there may be substantial rehabilitation of the properties and attract residential, commercial, and institutional uses. It is also in the public interest to offer these incentives for a limited duration; and

*Whereas,* These are commercial buildings intended to be converted into residential units in the City of Providence, located at 225 Promenade Street, on Assessor's Plat 67, Lot 547; and

*Whereas,* The Projects will cause an increase in the tax base of the City and will increase residential apartments in the City; and

*Whereas,* It is in the interest of the residents of the City of Providence to grant such an exemption to induce the development and construction of the apartments in the City, and such exemption will inure to the benefit of the City;

*Be it ordained by the City of Providence:*

*Section 1.* That findings set forth in the preceding *Whereas* clauses are hereby made and confirmed.

*Section 2. Definitions.* The following terms shall have the meanings set herein:

(a) "Commencement Date" shall mean date of passage of this ordinance.

(b) "Personal Property" means any and all tangible personal property, including, but not limited to all fixtures, equipment, furnishings, vehicles and other personal property, now or hereinafter located at the Project Site.

(c) "Project Owner" means the owner or any successor permitted hereunder.

(d) "Project" means the property located on Plat 67, Lot 547 located at 255 Promenade Street; and.

(e) "Project Taxable Properties" means, collectively, the Projects as proposed, the Real Property Improvements as made on the assumptions in the attached exhibit and the Personal Property as proposed, together, constituting the Projects.

(f) "Real Property Improvements" means all structures, buildings, renovations and improvements currently proposed to be located at the Projects. Any material additional improvements, excluding customary repairs and renovations, shall require modification of this treaty.

(g) "Projects" means the Project Sites in Project A and B, the real property improvements in connection with the construction and operation of residential units attached as Exhibit A.

(h) "Stabilized Tax Payment" means, with respect to the Project Taxable Properties, the amounts listed on the attached schedule.

(i) "Termination Date" means June 30, of the tenth year in which Stabilized Tax Payments are payable hereunder, as per the attached schedule.

*Section 3. Term.* The term of this agreement shall be for a period commencing on the date hereof and terminating on the termination date per the attached schedule.

*Section 4. Transfers.* As long as the Owner owns and operates the respective facility, it will continue to pay taxes on the facility. The Owner, and all successors and assigns, agree that this property will be subject to taxation at the expiration of the tax treaty. The Owner also agrees not to transfer properties to a tax-exempt entity or to allow any transfer by any subsequent transferee to a tax-exempt entity during the term of the tax treaty. The Owner is also required as a condition precedent to this tax treaty to record notice of the requirement that the property covered by this Ordinance be transferred only to a tax paying entity as long as this agreement is in effect, as set forth herein in the Land Evidence Records of the City of Providence. Notwithstanding this provision, in the event that the successor to the property does not make the payments under the tax treaty, the Owner will be responsible to make payments in lieu of taxes to the City of Providence in the amounts set forth in the attached schedule. In the event that the property covered by this Ordinance is transferred to a tax-exempt entity, whether by the Owner or any subsequent transferee of such property, the Owner will be responsible to make payments in lieu of taxes to the City of Providence equal to the amount of taxes which would have been paid to the City of Providence if such prohibition against transfer to a tax-exempt entity had not been violated. Notwithstanding anything to the contrary herein or in the tax treaty used in connection herewith, the provisions of this Section 2 shall continue to be given full force and effect until such time as the

same shall be amended or terminated by majority vote of the City Council of Providence.

*Section 5. Payment of Taxes.* (a) The Owner shall make Stabilized Tax Payments as prescribed in the attached schedule to the City in lieu of all other real property and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property and personal property taxes on the Project Taxable Property.

(b) Stabilized Tax Payments due to the City, pursuant to the terms of this agreement, may be made in wither a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) It is understood by the parties that Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the Owner shall be entitled to all the rights and privileges of a taxpayer in the City.

(d) The liability for Stabilized Tax Payments due and owing under this agreement shall constitute an obligation of the Owner, and the City shall be granted by the Owner a lien on the respective Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable laws and ordinances with respect to real and personal property taxes.

*Section 6. Satisfaction of Obligations.* The City agrees that so long as the Stabilized Tax Payments are made by the Owner in accordance with the terms of this agreement, the City shall, during the term of this agreement, accept said payments in full satisfaction of the obligations of the Owner as to the payment of any and all taxes and property assessments to the City which would

otherwise be levied upon or with respect to the respective Project Taxable Properties, including future customary repairs and customary renovations of the Facilities and the Personal Property which may now exist or which may hereafter be placed or erected thereon or located thereat or used therein, but excluding material renovations or improvements to the Facilities beyond that contemplated in the definition of the Facility herein.

*Section 7. Employment.* It shall be the goal and the Owner shall use its best efforts to award Minority Business Enterprises as defined in Rhode Island General Laws, Section 37-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with the rules and regulations promulgated pursuant to the MBE Act). It shall be the goal and the Owner shall use its best efforts to award to women business enterprises (WBE) no less that 10% of the dollar value of the construction costs for the Projects (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence).

*Section 8. Purpose.* The City of Providence has entered this tax treaty as a result of increasing demand for apartments in the. As required by state law, this building is a former commercial building being converted into apartment use. This treaty shall only be in effect as long as the property is utilized primarily for residential purposes and failure to use the building for primarily residential purposes and failure to use the building for primarily residential purposes would render the treaty null and void. The parties do not intend that this agreement would extend to use of the building as a "dormitory" or "apartment dormitory" use.<sup>1</sup> In fact, use of the building for "dormitory" or "apartment dormitory" purposes would also render the treaty null and void. The treaty being rendered null and void for any reason would require the owner to pay all taxes and fees due and owing as if no treaty

had been entered. Additionally, it is a strong policy position of the City of Providence to provide affordable housing. Therefore, in consideration for this tax treaty, the Owner and all successors and assigns agree to sell no less than twenty percent (20%) of the residential units at a below market rate, as hereinafter defined. The below market rate shall be equal to the per square foot market rental rate for the comparable are in the City of Providence as determined from time to time by a Rhode Island real estate appraiser less ten percent (10%), but in no event shall such rental rate for the below market units be less than the current per square foot market rental rate less ten percent. The City and the Owner also acknowledge that in no event shall the set aside requirement of the below market units extend beyond the term of the treaty. The City and the owner recognize the market analysis by CB Richard Ellis on March 1, 2002 for the purposes of this document determining the below market rate.

*Section 9. Basis of Calculation.* The schedule listed below is based upon information provided to the Tax Assessor by the Owner including, but not limited to, estimated construction costs. In the event any of this information is inaccurate or proves to be erroneous, this treaty shall be modified to reflect the accurate information. This tax treaty is also conditioned upon commencement of construction and the payment of all taxes due and owing on the property within sixty (60) days of this Ordinance going into effect. Failure to begin construction or to make full payment within that time frame renders the treaty null and void unless said time frame is amended by the City Council. The treaty being rendered null and void would require the owner of the property to pay all taxes due and owing as if no treaty had been entered.

*Section 10. Back Taxes.* That the real property taxes payable to the City by the projects during the term of this Ordinance shall be based upon the real property tax rates in

effect for the City's 2001 fiscal year. This treaty is further conditioned upon both Owners at all times owing no back taxes to the City of Providence or remaining current on a payment plan approved by the Tax Collector. Failure to make said timely payments may render this treaty null and void at the sole discretion of the City of Providence.

*Section 11. Exemption Dates.* That the City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant an exemption from the assessed valuation for tax purposes as of December 31, 2001 up to and including December 31, 2011 to the Owner for the property located at 255 Promenade Street, in Providence, Rhode Island, on Assessor's Plat 67, Lot 255, in accordance with the schedule in Exhibit A.

*Section 12. Effective Date.* This Ordinance shall take effect upon its passage.

*Section 13. Applicable Law.* This agreement shall be construed under the laws of the State of Rhode Island.

1 For the purposes of this ordinance, the definition of the term "dormitory" or "apartment dormitory" is defined according to Section 1000.12 of the Zoning Ordinance for the City of Providence.

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An Ordinance relating to a tax stabilization for Stanley Weiss Associates, LLC, as amended.

*Be it ordained by the City of Providence:*

*Whereas,* The City Council, pursuant to the General Laws of the State of Rhode Island, as amended, has the authority to exempt property in the designated Ddowncity Tax District used for commercial purposes from the payment of property tax if the granting of the exemption



meets certain conditions set forth in said sections of the General Laws of the State of Rhode Island and the Code of Ordinances of the City of Providence; and

*Whereas*, Developer owns the real property identified as Assessor's Plat 25, Lots 344 and 343 and 450 and intends to construct at least a 77 room hotel ("Hotel"), including ancillary uses such as a restaurant, health and fitness and retail uses; and

*Whereas*, It is in the public interest to provide property tax incentives for owners of under utilized property in the Downcity District in order that there may be substantial rehabilitation of the properties and attract new residential, commercial, and institutional uses. It is also in the public interest to offer these incentives for a limited duration; and

*Whereas*, The City and Developer desire to fix and stabilize the level of taxes to be made with respect to the Project; and

*Whereas*, The Developer has made application under and has satisfied each condition of the laws of the state of Rhode Island and the code of ordinances of the city of Providence.

*Whereas*, The City and Developer have agreed that Developer or any other Project Owner will make certain stabilized tax payments to the City with respect to the Project; and

*Whereas*, This Ordinance is in the public interest as it induces Developer, a commercial concern, to construct the Project in the City and the Project significantly increases the tax base of the City, provides significant tax revenues to the City, creates substantial employment opportunities in the City and substantially enhances property values in the City, as well as the overall economic climate of the City; and

*Whereas*, City Code of Ordinances provide that the City and Developer may make an agreement with respect to the stabilization of all real and personal property taxes with respect to the Project in the Downcity Tax District; and

*Whereas*, Upon acceptance of the terms of this Ordinance by Developer, this Ordinance shall contain all the terms and conditions of the agreement between the City and the Developer relating to the stabilization of taxes to be made with respect to the Project.

*Now, therefore*, In consideration of the mutual agreements, understandings and obligations set forth herein, upon acceptance hereof by Developer, the City and Developer agree as follows:

1. *Confirmation of Findings.* The findings set forth in the preceding *Whereas* clauses are hereby made and confirmed.

2. *Definitions.* The following terms shall have the meanings set herein:

(a) "Commencement Date" shall mean date of passage of this ordinance.

(b) "Personal Property" means any and all tangible personal property, including, but not limited to all fixtures, equipment, furnishings, vehicles and other personal property, now or hereinafter located at the Project Site.

(c) "Project Owner" means the owner or any successor permitted hereunder.

(d) "Project" means 139 Matthewson Street, Plat 25, Lot 343, 311 Westminster Street, Plat 25, Lot 450 and 317-319 Westminster Street, Plat 25, Lot 344 in the City of Providence.

(e) "Project Taxable Properties" means, collectively, the Projects as proposed, the Real Property Improvements as made on the

assumptions in the attached exhibit and the Personal Property as proposed, together, constituting the Project.

(f) "Real Property Improvements" means all structures, buildings, renovations and improvements currently proposed to be located at the Project Site. Any material additional improvements, excluding customary repairs and renovations, shall require modification of this treaty.

(g) "Project" means the Project Site, the real property improvements in connection with the construction and operation of residential units attached as Exhibit A.

(h) "Stabilized Tax Payment" means, with respect to the Project Taxable Properties, the amounts listed on the attached schedule.

(i) "Termination Date" means June 30, of the tenth year in which Stabilized Tax Payments are payable hereunder, as per the attached schedule.

3. *Term.* The term of this agreement shall be for a period commencing on the date hereof and terminating on the termination date, per the attached schedule.

4. *Payment of Taxes.* (a) The Developer shall make Stabilized Tax Payments as prescribed in the attached schedule to the City in lieu of all other real property and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property and personal property taxes on the Project Taxable Property.

(b) Stabilized Tax Payments due to the City, pursuant to the terms of this agreement, may be made in wither a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the

same dates that quarterly taxes are due for all other taxpayers in the City.

(c) It is understood by the parties that Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the Project Owner shall be entitled to all the rights and privileges of a taxpayer in the City.

(d) The liability for Stabilized Tax Payments due and owing under this agreement shall constitute an obligation of the Developer or any other Project Owner, and the City shall be granted by the Project Owner a lien on the respective Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedy as the lien and foreclosure remedy provided under applicable laws and ordinances with respect to real and personal property taxes.

5. *Satisfaction of Obligations.* The City agrees that so long as the Stabilized Tax Payments are made by the Project Owner in accordance with the terms of this agreement, the City shall, during the term of this agreement, accept said payments in full satisfaction of the obligations of the Project Owner as to the payment of any and all taxes and property assessments to the City which would otherwise be levied upon or with respect to the respective Project Taxable Properties, including future customary repairs and customary renovations of the Facility and the Personal Property which may now exist or which may hereafter be placed or erected thereon or located thereat or used therein, but excluding material renovations or improvements to the Facility beyond that contemplated in the definition of the Facility herein.

6. *Transfers.* As long as the Developer owns or operates the facility, it will continue to pay the Stabilized Taxes on the Project. Developer, its successors and assigns, agree that the Project will be subject to taxation at the

expiration of the tax treaty. Developer also agrees not to transfer the Facility to a tax-exempt entity during the term of this agreement and will require any subsequent transferee to covenant not to transfer the Facility to a tax-exempt entity during the term of this treaty. Developer is also required as a condition precedent to this agreement to record notice of the requirement that the Facility be transferred only to a tax paying entity so long as this agreement is in effect, as set forth herein in the Land Evidence Records of the City of Providence. Notwithstanding this provision, in the event that the successor to the Facility does not make the Stabilized Tax Payments under this agreement, Developer shall be responsible to pay any payment for the term of the this agreement. In the event that the Facility is transferred to a tax-exempt entity during the term of this agreement, whether by the Developer or any subsequent transferee of such property, Developer or its principals shall be responsible to pay any Stabilized Tax Payments to the City for the balance of the term of this agreement.

7. *Employment.* It shall be the goal and the Developer shall use its best efforts to award Minority Business Enterprises as defined in Rhode Island General Laws, Section 37-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with the rules and regulations promulgated pursuant to the MBE Act). It shall be the goal and the Developer shall also utilize its best efforts to award to women business enterprises (WBE) no less than 10% of the dollar value of the construction costs for the Projects (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). It shall be a further goal of the Developer to achieve a minimum level of employment at the Project of 10% minorities and 10% females.

In making employment decisions for the Facility, to the extent permitted by law, Devel-

oper shall give preferential consideration to qualified employees/applicants who reside in the City of Providence. The parties agree that in addition to the current workforce employed by the Developer, the Project will maintain a minimum of six (6) additional full-time equivalent jobs on an annual basis in the City of Providence. Failure to generate these jobs within one year of a certificate of occupancy or commencement of operations, whichever is sooner, for the Project, shall render this agreement null and void, unless so waived by the City Council. This agreement being rendered null and void under this paragraph would require the owner of the Facility to pay all taxes and fees due and owing as if this agreement had not been entered into.

8. *Payment of Taxes.* The real property taxes payable to the City by the project during the term of this Ordinance shall be based upon the real property tax rates in effect for the City's 2000 fiscal year. This agreement is conditioned upon Developer at all times owing no back taxes to the City or Developer remaining current under the terms of this agreement or any payment plan for any property owned by the Developer, which plan has the approval of the Tax Collector. Failure to make said timely payments within thirty (30) days following written notice by the City of any delinquency in payment under this agreement (unless a payment plan is under good-faith negotiation or under any payment plan approved by the Tax Collector) may render this agreement null and void at the sole discretion of the City. This agreement being rendered null and void would require the owner to pay all taxes in amount equal to difference between the Stabilized Tax Payment which were paid and the taxes which would have been payable if this agreement had not been entered into.

9. *Entire Agreement.* This Ordinance, upon acceptance by Developer, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The parties hereto

expressly acknowledge and agree that this agreement has been entered into for the benefit of Developer and any other Project Owner and shall be enforceable by Developer and any other Project Owner directly against the City. This agreement may only be modified or amended in writing and with consent of the parties hereto. No oral modification shall be enforceable or effective.

10. *Notices.* All notices, certificates, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this section, collectively called "Notices") shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested and received or overnight delivery by a recognized public or private carrier, or by facsimile, in either case as evidenced by a receipt or other evidence or delivery showing the date, time, and, for a facsimile, telephone number or receipt and addressed to the party to receive such Notice as set forth below:

If to: City of Providence City Hall 25 Dorrance Street Providence, Rhode Island 02903  
Attn: Mayor, City of Providence 25 Dorrance Street Providence, Rhode Island 02903.

Copies to: President, City Council  
25 Dorrance Street  
Providence, RI 02903

City Solicitor  
100 Fountain Street  
Providence, RI 02903

Director, Department of Planning  
and Development  
400 Westminster Street  
Providence, RI 02903

If to: Stanley Weiss Stanley Weiss  
Associates, LLC  
292 Westminster Street  
Providence, Rhode Island 02903

11. *Assignment.* This agreement may not be assigned by Developer or Project Owner prior to completion of the Project without the consent of the City. After completion and during the term of this agreement, the hotel may not be operated as anything less than a hotel with amenities substantially similar to those in existence on the date of completion without the consent of the City, which consent will not be unreasonable withheld. The parties acknowledge that a lease exists with Grace Park Hotel, LLC that includes an option to purchase. If Grace Park Hotel, LLC purchases the property, no assignment is required.

12. *Schedule.* The schedules attached are based upon information provided to the Tax Assessor by Developer including, but not limited to, estimated construction costs. In the event any of this information is inaccurate or proves to be erroneous, this treaty shall be modified to reflect the accurate information.

13. Prior to December 31, 2001 Developer shall make a payment in the amount of \$71,734.39 (seventy-one thousand seven hundred thirty-four dollars and thirty-nine cents) shall be make prior to December 31, 2002 in satisfaction of taxes due and owing for 2002 Payments under the tax stabilization plan shall become due and owing July 1, 2003.

14. *Applicable Law.* This agreement shall be construed under the laws of the State of Rhode Island.

**COUNCILMAN ALLEN moves to dis-  
pense with the reading of the foregoing  
matters.**

Read and Passed the Second Time, as amended, on motion of COUNCILMAN ALLEN, seconded by COUNCILMAN HASSETT, by the following Roll Call Vote:

Ayes: Acting Council President DiRuzzo, Councilmen Allen, Hassett, Igliazzi, Jackson, Mancini, Councilwomen Nolan and Romano—8.

Nays: Councilman DeLuca—1.

Absent: Acting Council President Young, Councilmen Aponte, Butler and Councilwoman Williams—4.

The motion for Passage the Second Time as amended is Sustained.

COUNCILMAN APONTE joins the meeting.

## PERSONAL EXPRESSION

COUNCILMAN IGLIOZZI requests the floor to speak on a point of personal expression and states:

I just want to thank my colleague from the Charles Street area Councilwoman Romano for mentioning Charles Pisaturo, former Councilman and of course a former Attorney, former Commissioner of Public Safety and City Solicitor. I just wanted to say a few words about Mr. Pisaturo. My family and the Pisaturo's go way back. My mother, who has passed away, it will be seven years this July, we would always reminisce about how Mr. Pisaturo "Charlie" would always want a boy as a child and my father would tell me about the stories how Charlie and his wife would every other year would be with child and she would be pregnant and a daughter would come home and then another daughter so they would have another daughter, another daughter and then finally having a son then another daughter and another son. He had a big family and how proud he was of the traditions of his heritage and the tradition

of where he came from and what he accomplished. He had a truly American story, I mean Mr. Pisaturo didn't come from means but yet he graduated from Harvard and that was quite an accomplishment from an Italian American from Silver Lake in Providence to go to Harvard. He graduated with honors and excelled in Service, he excelled in politics, he excelled as a lawyer, he excelled in government and also he excelled and I will tell you one of the things as a family man. He was extremely proud of his family, all his kids, his sons and daughters are well educated. They became lawyers and business people and had families of their own and his wife of course is just a wonderful person. It is just that is it rare and it is sad to see when we lose someone of his caliber and in my case I consider him a family friend. I know my father was a personal friend and I know Madam President DiRuzzo has been a family friend for many years and I just think it is something that we should all reflect on because all of us are in these rolls now as council people and I think Charlie set a good example for me, for my tenure

at his time as a councilman, in political life and government and I think he can also set an example for all of us. He was an honorable gentleman, his family was just one of the best families that you could know and associate with. He set the tone for good government, he set the tone for honesty, trust and he was a person of his word in government and to this day I always looked at him for guidance as a councilman, in politics, in my decisions and actually he is another one of my father figures in my life and even in the neighborhood and he actually only lives a couple of streets away from me now, his wife does but I think we should never forget when such honorable people do pass away and never forget the legacy they leave and also never forget that the example they can set for all of us. I think we can learn from what he has accomplished and he accomplished the American Dream and I think he also accomplished something that we can all be proud of that we can say that was a colleague of the honorable body. So with that I just wanted to mention him, I thought it was appropriate and I thank once again Councilwoman Romano and of course Madam President for recognizing it, thank you.

**ACTING COUNCIL PRESIDENT DiRUZZO** relinquishes the chair.

**COUNCILMAN JOSEPH DeLUCA** in the Chair.

**ACTING COUNCIL PRESIDENT DiRUZZO** requests the privilege of the floor to speak on a point of personal expression and states:

I have to echo many of the comments that Councilman Igliazzi just made about this wonderful man Mr. Charles Pisaturo. Charles is like a member of my family, he was indeed my mentor and advisor for the past thirty years.

If it were not for Mr. Pisaturo I would have never been involved in city government. After all he was the person that asked me to serve on the Providence School Committee and had Mayor Doorley appoint me to the Providence School Committee in the year 1972 and from then on of course I knew him before that because he was my councilman, he and Councilman Almagno and then they re-districted and they cut the numbers of the council people from twenty-six to fifteen and I followed in his foot steps so it was appropriate I think that I do that, stepping from the School Committee to the Providence City Council and all those years he advised me and gave me advice and every time I had a problem I always went to Mr. Pisaturo. As a matter of fact I have lost three of my mentors in the past two years. Judge William Grande, Judge Irving Brodsky and now my dear friend Charles Pisaturo and it couldn't hurt me more if he were a member of my family and as Councilman Igliazzi has alluded to, he was and will always be a role model for many, many people in the city of Providence and the state of Rhode Island. He was a proud man, an accomplished man and he had a family that one would look to of eight children and a wife that wanted to consider really and truly an American Dream. They are all accomplished each one of them as they each followed their fathers footsteps. So he is a person who is well respected by many people both young and old and he had a thirst for life like no one else that I know so he will be sorely missed by my family and the people in our neighborhood but he will always be remembered as a giant in the political arena and as a family man. Thank you very much Mr. President.

**ACTING COUNCIL PRESIDENT DiRUZZO** returns to the chair.

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## PRESENTATION OF RESOLUTIONS

### COUNCILMAN APONTE (By Request):

Resolution Requesting to abate, in whole the demolition lien placed upon Assessor's Plat 48, Lot 279 (12 Salisbury Street) in the amount of one thousand one hundred dollars (\$1,100.00).

**ACTING COUNCIL PRESIDENT DiRUZZO Refers the Resolution to the Committee on Finance.**

**The motion to Refer is Sustained.**

### COUNCILMAN BUTLER:

Resolution Requesting the Traffic Engineer to cause the installation of "four-way stop" signs at the intersection of Pleasant Valley Parkway, Nelson Street and Moorland Avenue.

### COUNCILMAN HASSETT:

Resolution Requesting the Traffic Engineer to cause the installation of a "children" sign in the vicinity of Saint Patrick's School within the proximity of 72 Jewett Street.

**COUNCILMAN ALLEN moves to dispense with the reading of the foregoing matters.**

**ACTING COUNCIL PRESIDENT DiRUZZO Severally Refers the Resolutions to the Committee on Public Works.**

**The motion to Refer is Sustained.**

**ACTING COUNCIL PRESIDENT YOUNG, COUNCILMAN ALLEN, COUNCILMAN APONTE, COUNCILMAN BUTLER, COUNCILMAN DeLUCA, COUNCILWOMAN DiRUZZO, COUNCILMAN HASSETT, COUNCILMAN IGLIOZZI, COUNCILMAN JACKSON, COUNCILMAN MANCINI, COUNCILWOMAN NOLAN, COUNCILWOMAN ROMANO and COUNCILWOMAN WILLIAMS:**

Resolution Extending sincere congratulations to Firefighter James "Okie" Okolowicz, Team Captain, Fire Marshal David Costa, Lieutenant Greg Crawford, Firefighter Joseph Vingi, Firefighter Chris Henrickson (Warwick Fire Department), Firefighter Bonnie Benson, Firefighter Donna Luce and Lieutenant Chuck LeBlanc, Team Coach (Leominster Fire Department), Members of the Providence Fire Department Combat Challenge Team for competing in the World Challenge XI held October 29, 2002 through November 2, 2002 in Deerfield Beach, Florida.

*Resolved*, That the Members of the Providence City Council hereby extend their sincere congratulations to Firefighter James "Okie" Okolowicz, Team Captain, Fire Marshal David Costa, Lieutenant Greg Crawford, Firefighter Joseph Vingi, Firefighter Chris Henrickson (Warwick Fire Department), Firefighter Bonnie Benson, Firefighter Donna Luce and Lieutenant Chuck LeBlanc, Team Coach (Leominster Fire Department), Members of the Providence Fire Department Combat Challenge Team for competing in the World Challenge XI held October 29, 2002 through November 2, 2002 in Deerfield Beach, Florida.

**Read and Passed, on motion of COUNCILMAN ALLEN, seconded by COUNCILMAN DeLUCA.**

The motion for Passage is Sustained.

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## REPORTS FROM COMMITTEES

### COUNCILWOMAN RITA M. WILLIAMS, Chairwoman COMMITTEE ON PUBLIC WORKS

Transmits the following with recommendation the same be severally Approved:

Resolution Requesting the Traffic Engineer to cause Chapel Street to be a "one-way" street, from Empire Street easterly to Snow Street and no further, in accordance with the plans set forth by the Department of Planning and Development and the requirements of the Department of Traffic Engineering.

*Whereas*, Downtown Providence suffers from inadequate traffic patterns and signalization.

*Whereas*, The Department of Planning and Development is working with the Commissioner of Public Safety, the Police Department, the Fire Department, the Department of Public Works and the Traffic Engineer in the reconfiguration of circulation in downtown Providence, and

*Whereas*, The Department of Planning and Development is working with downtown businesses, residents and property owners in the design of the necessary improvements, and

*Whereas*, The Department of Planning and Development, with support from the aforemen-

tioned entities, has developed a traffic strategy that will reduce congestion and improve safety.

*Whereas*, In order to make said improvements, Chapel Street must become a one way street in an easterly direction;

*Now, therefore*, The City Council resolves that Chapel Street be a one way street, from Empire Street easterly to Snow Street and no further, in accordance with the plans set forth by the Department of Planning and Development and the requirements of the Department of Traffic Engineering.

*Be it further Resolved*, That His Honor, the Mayor, is hereby authorized to execute any and all documents relative to the promulgation and implementation of the aforementioned activities.

This Resolution shall take effect immediately.

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Resolution Requesting the Providence City Council to grant a sidewalk easement for the installation of a bus shelter to the owners of River Edge Apartments, 993 Manton Avenue. Shelter is to be located at 988 Manton Avenue.

*Resolved*, That the Providence City Council is requested to grant a sidewalk easement for the installation of a bus shelter to the owners of River Edge Apartments, 993 Manton Avenue. Shelter is to be located at 988 Manton Avenue.

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Resolution Granting approval of a perpetual utility easement over a portion of Providence Water land located in western Cranston to W.F.D. Associates, LP.

*Whereas*, The City of Providence Water Supply Board is an agency of the City of Providence, Rhode Island and owns and operates a water supply system; and

*Whereas*, W.F.D. Associates, LP has asked Providence Water to grant a perpetual utility easement of approximately 30 feet wide and 53 feet in length over a portion of Providence Water property in western Cranston, Rhode Island; and

*Whereas*, In return for granting this easement, Providence Water will receive the sum of the

appraised value for the easement of \$1,050.00, plus a standard easement review fee of \$250.00.

*Now, therefore, be it Resolved*,

1. That the Board of Directors voted to approve the granting of a perpetual utility easement over a portion of Providence Water Land located in western Cranston to W.F.D. Associates, LP for the sum of \$1,050.00 plus a standard easement review fee of \$250.00, and authorize the Chief Engineer and General Manager to process the easement through the City Council and the City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

2. This resolution shall take effect upon passage.

**COUNCILMAN ALLEN** moves to dispense with the reading of the foregoing matters.

**Collectively Passed**, on motion of **COUNCILMAN ALLEN**, seconded by **COUNCILMAN IGLIOZZI**.

**The motion for Passage is Sustained.**

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**ACTING COUNCIL PRESIDENT YOUNG, Chairwoman  
COMMITTEE ON URBAN REDEVELOPMENT,  
RENEWAL and PLANNING**

**Transmits the following with recommenda-  
tion the same be severally Adopted:**

An Ordinance in amendment of and in addition to Chapter 1996-23 of the Ordinance of the City of Providence approved May 23, 1996 and entitled "An Ordinance approving and adopting the Official Redevelopment Plan and the attached restrictions for the Douglas Avenue Revitalization Project" for the acquisition of Lot 816 on Plat 68, 134 Douglas Avenue.

**COUNCILMAN ALLEN** moves to dis-  
pense with the reading of the foregoing  
matters.

**Read and Passed the First Time, on  
motion of COUNCILMAN ALLEN, second-  
ed by COUNCILMAN DeLUCA, by the  
following Roll Call Vote:**

**Ayes: Acting Council President DiRuzzo,  
Councilmen Allen, Aponte, DeLuca, Has-  
sett, Igliozzi, Jackson, Mancini, Council-  
women Nolan and Romano—10.**

**Nays: None.**

**Absent: Acting Council President Young,  
Councilman Butler and Councilwoman  
Williams—3.**

**The motion for Passage the First Time  
is Sustained.**

**Transmits the following with recommenda-  
tion the same be Approved, as amended:**

Resolution Authorizing the City Council of the City of Providence, Rhode Island to request that certain United States Bureau of Census Tracts be nominated by the City of Providence to the Enterprise Zone Council for redesignation as Enterprise Zone Providence II (should said tracts be designated, the City will use its best efforts to ensure Federal and Municipal

resources are targeted and allocated to the Enterprise Zone).

**ACTING COUNCIL PRESIDENT  
DiRUZZO Refers the Resolution Back to  
the Committee on Urban Redevelopment,  
Renewal and Planning.**

**The motion to Refer is Sustained.**

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**Transmits the following with recommendation the same be severally Approved:**

Resolution Authorizing the transfer of (Assessor's Plat 63, Lots 344 and 435), 47 Aleppo Street and 69 Aleppo Street from the City of Providence to the Providence Redevelopment Agency. (Woonasquatucket River Greenway).

*Whereas*, The City of Providence is committed to developing the Woonasquatucket River Greenway as a vehicle for increased recreation, transportation and an improved urban environment; and

*Whereas*, The entire Riverside Mills property at 50 Aleppo Street is being remediated by the City to prepare for the construction of a premier neighborhood park that will provide recreation opportunities for the surrounding neighborhood and the City; and

*Whereas*, 47 Aleppo Street and 69 Aleppo Street (Plat 63, Lots 344 and 435) are adjacent to the planned Riverside Mills Park, which is part of the Greenway; and

*Whereas*, 47 Aleppo Street and 69 Aleppo Street (Plat 63, Lots 344 and 435) are owned by the City; and

*Whereas*, The aforementioned properties must be redeveloped in concert with the Park and the Providence Redevelopment Agency is the best-equipped to accomplish this; and

*Now, therefore, be it Resolved*, That the City Council approved the transfer of 47 Aleppo Street and 69 Aleppo Street (Plat 63, Lots 344 and 435) from the City of Providence to the Providence Redevelopment Agency.

**Read and Passed, on motion of COUNCILMAN ALLEN, seconded by COUNCILMAN DeLUCA.**

**The motion for Passage is Sustained.**

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Resolution Requesting that the new water fountain park to be located on Myrtle, Friendship and Dudley Streets be named the "Jacqueline M. Clements Memorial Park".

*Resolved*, That the new water fountain park to be located on Myrtle, Friendship and Dudley Streets be named the "Jacqueline M. Clements Memorial Park".

**Read and Passed, on motion of COUNCILMAN ALLEN, seconded by COUNCILMAN DeLUCA.**

**The motion for Passage is Sustained.**

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## FROM THE CLERK'S DESK

### **Petitions for Compensation for Injuries and Damages, viz:**

Rose Levin (Joan S. Levin, Esquire)

Todd M. and Alba L. Reid

Dorris Berry (Christopher E. Fay, Esquire)

Paula Heiss

Anthony DiBiase

Deborah Coleman (Steven A. Robinson,  
Esquire)

Don Kimbrough, Sr. p.p.a. Don Kimbrough,  
Jr.

Pamela Conrad (David A. Jorge, Esquire)

June J. Pierce

Jamie C. Mendoza

**ACTING COUNCIL PRESIDENT  
DiRUZZO Severally Refers the Petitions  
to the Committee on Claims and Pending  
Suits.**

**The motion to Refer is Sustained.**

## PRESENTATION OF CITATIONS

*"In Congratulations"*

### **ACTING COUNCIL PRESIDENT YOUNG and the MEMBERS of the CITY COUNCIL:**

Citations Extending Congratulations.

*Resolved*, That the Members of the City  
Council extend their sincere congratulations to  
the following:

David A. Segal, in recognition of being elected  
to the Providence City Council representing  
Ward One.

Miguel C. Luna, in recognition of being elected  
to the Providence City Council representing  
Ward Nine.

Frank A. Ciccone, III, in recognition of being  
elected to the Rhode Island State Senate  
representing District 3.

Steven F. Smith, in recognition of being  
elected to the Rhode Island House of Represen-  
tatives representing District 13.

Kathleen A. Corry, in recognition of being the  
first woman inducted into the LaSalle Academy  
Hall of Fame.

Severally Read and Collectively Passed,  
on motion of COUNCILMAN ALLEN, sec-  
onded by COUNCILMAN DeLUCA.

The motion for Passage is Sustained.

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## PRESENTATION OF RESOLUTIONS

*"In Memorium"*

ACTING COUNCIL PRESIDENT YOUNG  
and the MEMBERS of the CITY  
COUNCIL:

Resolutions Extending Sympathy.

*Resolved*, That the Members of the City  
Council extend their sincere sympathy to the  
families of the following:

Angela W. Smith

Anthony P. "Skip" Coppola

Peter E. Johnson, Sr.

Santo N. Cariglio

Dr. James J. Scanlan

Eleanor Bohnen

**Severally Read and Collectively Passed,  
by a Unanimous Rising Vote, on motion of  
COUNCILMAN ALLEN, seconded by  
COUNCILMAN DeLUCA.**

The motion for Passage is Sustained.

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## ADJOURNMENT

There being no further business, on motion of COUNCILMAN ALLEN, seconded by COUNCILMAN DeLUCA, it is voted to adjourn in memory of our fallen comrade Charles A. Pisaturo and in memory of James J. Scanlan the grandfather of the wife of COUNCILMAN BUTLER, at 8:00 o'clock P.M. (E.S.T.) to meet again on THURSDAY, DECEMBER 5, 2002 at 7:30 o'clock P.M. (E.S.T.).

*Michael R. Clement*

City Clerk





November 21]

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[2002

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