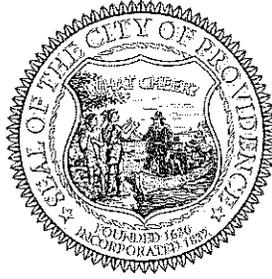


**CITY OF PROVIDENCE
RHODE ISLAND**



**CITY COUNCIL
JOURNAL OF PROCEEDINGS**

No. 36 City Council Regular Council Meeting, Thursday, December 7, 2017, 7:00 o'clock P.M.

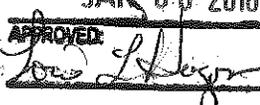
**PRESIDING
ACTING COUNCIL PRESIDENT
SABINA MATOS**

CALL TO ORDER

**PRESENT: ACTING COUNCIL PRESIDENT MATOS, COUNCILMAN APONTE,
COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA,
COUNCILWOMAN HARRIS, COUNCILMEN HASSETT, JENNINGS,
COUNCILWOMAN LAFORTUNE, COUNCILMEN NARDUCCI, PRINCIPE,
COUNCILWOMAN RYAN, COUNCILMEN SALVATORE, YURDIN AND ZURIER
- 14.**

ABSENT: COUNCILMAN IGLIOZZI - 1.

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

**IN CITY COUNCIL
JAN 08 2018**
APPROVED:  CLERK

ROLL CALL

INVOCATION

The Invocation is given by **COUNCILMAN TERRENCE M. HASSETT**.

"On this difficult day let us remember who we lost and families who were disrupted at Pearl Harbor. I think to just simplify it, we will have a moment of silence."

PLEDGE OF ALLEGIANCE

COUNCILWOMAN JO-ANN RYAN Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

Journal of Proceedings No. 34 of the Regular Meeting of the City Council held November 16, 2017 and Journal of Proceedings No. 35 of the Special Meeting of the City Council held November 16, 2017, are approved as printed, on Motion of **COUNCILMAN PRINCIPE**, Seconded by **COUNCILMAN CORREIA**.

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

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated November 20, 2017, 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 Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day re-appointing **Lisa Carnevale** of 11 Duke Street, Providence, Rhode Island 02908, as a member of the **Providence Harbor Management Commission** for a term to expire on December 31, 2020, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated November 20, 2017, 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 Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day re-appointing **Eugenia Marks** of 11 Methyl Street, Providence, Rhode Island 02906, as a member of the **Providence Harbor Management Commission** for a term to expire on December 31, 2020, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated November 20, 2017, 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 Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day re-appointing **Edythe Warren, Esquire** of 304 Fair Street, Warwick, Rhode Island 02888, as a member of the **Providence Harbor Management Commission** for a term to expire on December 31, 2020, and respectfully submits the same for your approval.

Communication from His Honor the Mayor, dated November 20, 2017, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1013 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 re-appointing **Michael Gazdacko** of 78 Harrison Street, Providence, Rhode Island 02909, as a general citizenry category member of the **City Plan Commission**, for a term to end January 31, 2023, and respectfully submits the same for your approval.

COUNCILMAN PRINCIPE Moves to Dispense with the Reading of the foregoing matters, Seconded by COUNCILMAN CORREIA.

ACTING COUNCIL PRESIDENT MATOS Refers the Several Communications to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

ORDINANCE(S) SECOND READING

The Following Ordinances were in City Council November 16, 2017, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

COUNCILMAN APONTE, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for 345 Harris, Inc. located at 345 Harris Avenue.

WHEREAS, 345 Harris is the owner of certain real property located in the City at 345 Harris Avenue, also known as Assessor's Plat 27, Lot 292; and

WHEREAS, 345 Harris has proposed and promised to rehabilitate a structure and/or improvement on its property creating retail and self-storage spaces in the commercial building, thus returning the property to productive commercial use in accordance with the construction plans already submitted to the City by 345 Harris; and

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

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

- (A) The willingness of 345 Harris to rehabilitate and redevelop a building into commercial, retail, and self-storage spaces, thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of 345 Harris to commit by agreement to make a significant investment in the above-referenced property, which will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

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

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 345 Harris Avenue, also known as Assessor’s Plat 27, Lot 292.

“Property Owner” shall mean 345 Harris, or any entity with a recorded legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

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

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2018 and terminating on December 31, 2030. (Tax Years 2019- 2031).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax year 2019 through and including tax year 2021, the Property Owner shall make a tax payment equal to the taxes due and owing for an assessment value of \$255,600.00 multiplied by a tax rate of \$36.70 per \$1,000.00 in assessment value (hereinafter the “Base Assessment”). For each tax year thereafter, the Property Owner will pay a percentage of the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

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

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

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

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

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

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

Section 3.2. Permits and Certificates of Occupancy.

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

SECTION 4. TRANSFER OF THE PROPERTY.

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

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

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

SECTION 5. FURTHER ASSURANCES.

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

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

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

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

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

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

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

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

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing prior to the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or

- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations.

SECTION 7. NOTICE AND CURE.

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

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

If to: City of Providence
 Office of the City Clerk
 25 Dorrance St.
 Providence, RI 02903
 *Accompanied by 9 copies

If to: 345 Harris, Inc.
 c/o Anthony J. Bucci, Jr. Esq.
 155 South Main Street, Suite 405
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

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

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

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

Section 8.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2, the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under Title 44 of the Rhode Island General Laws, as they pertain to the Tax Payments due and owing pursuant to this Agreement. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

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

Section 8.6. Joint and Several Liability. In the event of default under this Agreement 345 Harris agrees to remain jointly and severally liable with any and all Property Owners.

SECTION 9. MISCELLANEOUS TERMS.

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

Section 9.2. Monitoring Fee. The Property Owner shall remit a monitoring/compliance fee to the City in the amount of one-tenth of one percent (0.1%) of the cost of the project annually for the term of this Agreement. Said fee shall be used to provide the needed resources to the City Tax Assessor's Office, and by extension to the City Solicitor's Office, to monitor and review compliance with this ordinance as well as enforce the provisions contained herein.

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

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

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

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

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

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

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

Section 9.9. Effective Date. This Agreement shall take effect upon execution by all parties.

An Ordinance Establishing a Tax Stabilization Agreement for PCHC Beaman and Smith Mill, LLC, located at 335R Prairie Avenue.

WHEREAS, PCHC Beaman and Smith Mill, LLC (hereinafter “B&S”) is the owner of certain real property located in the City of Providence at 335R Prairie Avenue, also known as Assessor’s Plat 48 Lot 1169; and

WHEREAS, B&S will complete the rehabilitation of the buildings, structures, and/or improvements on said property and return the same to productive commercial use in accordance with the rehabilitation/construction plans previously submitted to the City by B&S; and

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

WHEREAS, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The efforts of B&S, on behalf of Providence Community Health Centers (hereinafter "PCHC"), to retain or expand its facility in the city or town with an increase in employment or at a minimum not substantially reduce its work force in the city or town; and
- (B) The efforts of B&S, on behalf of Providence Community Health Centers (hereinafter "PCHC"), to improve the physical plant of the City which in turn will result in a long-term economic benefit to the City and State.

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 that certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City of Providence at 335R Prairie Avenue, also known as Assessor's Plat 48 Lot 1169.

"Property Owner" shall mean B&S, its successors and/or assigns, or any entity with legal or equitable right and/or interest in and/or to the Property; however excluding: (i) holders of any security interests in the Property and (ii) tenants leasing space at the Property who are not required to pay any amount, in part or in whole, of the tax payments found herein pursuant to any lease agreement, in accordance with R.I. Gen. Law § 44-4-6.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City of Providence, in accordance with Rhode Island General Laws § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2015 and terminating on December 31, 2025. (Tax Years 2016- 2026).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, The City of Providence has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the rate of tax as follows: For tax years 2016-2026, the Property Owner shall make a tax payment in the amount of ONE HUNDRED FIFTY THOUSAND and XX/100 Dollars (\$150,000.00).

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

Section 2.5. Obligation of Property Owner to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City of Providence to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax or affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon execution and delivery of this Agreement and after ratification of this Agreement by City Council by resolution, the Property Owner shall cause this Agreement and Providence City Council's resolution ratifying same to be recorded at its expense in the official public land evidence records of the City of Providence, within thirty (30) days of the execution and delivery aforementioned. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this Agreement and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. TRANSFER OF THE PROPERTY.

Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, without regard for any transfer of the Property. Additionally, the burdens and benefits of this Agreement will run with the land, and as for payment of real estate taxes shall run in favor of the City of Providence regardless of any transfer of ownership. The Property Owner agrees to provide written notice to the City of Providence prior to any transfer of the Property so that the City of Providence may make a determination, in its sole discretion, as to whether or not stabilization under this Agreement will continue. Moreover, the Property Owner agrees not to transfer the property to a tax exempt entity, unless such transfer is assented to by the City of Providence in writing. The terms of this section shall apply, unless the Property Owner and any subsequent purchaser sign an additional future agreement presented to them by the City binding the subsequent purchaser to the terms of this Agreement.

SECTION 4. FURTHER ASSURANCES.

Subsequent to the execution of this agreement, if any further (1) new construction (for the purposes of this Agreement "new construction" refers to what is known as ground-up construction, such as new structures on vacant land, or construction of additional stories on existing structures) or (2) substantial rehabilitation, as defined in HUD Handbook 4460.1, ch. 4, ¶ 4-2 §§ 1, 2(a), takes place at or on the Property, then and only then will this Section 4 titled "Further Assurances" or any and all of its subsections apply.

Section 4.1. MBE/WBE. Where found to be applicable and for any of the terms of the stabilization period as defined in Section 4.A. above, the Property Owner afforded the stabilization of taxes as described herein 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 4.2. Apprenticeship. The Property Owner shall ensure that at least one hundred percent (100%) of the hours worked on the Property shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq.

The Property Owner shall make a requirement in the contracts between its Construction Manager and General Contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten percent (10%) of the total hours worked by the subcontractors' employees on the Property are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its Construction Manager and General Contractor and their subcontractors require that the subcontractors submit to the Department of Planning and Development quarterly verification reports to ensure compliance with this section.

The Property Owner, its Construction Manager or General Contractor or other authorized person/entity may petition the City of Providence Department of Planning and Development to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

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

Section 4.3. Internal Revenue Service reporting. Except as provided under Rhode Island General Laws § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 4.4. First Source. Where found to be applicable and for the term of the stabilization period as defined in Section 2.2 above, the Property Owner afforded the stabilization of taxes as described herein shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III1/2 of the Providence Code of Ordinances.

Section 4.5. "Buy Providence" Initiative. The Property Owner will use good faith efforts to ensure that construction materials for the Property 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 on the Property. 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. In order to further that effort, the Property Owner will hold seminars upon ratification of this Agreement, with the Providence MBE/WBE office, the Supplier Diversity Director, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with the Property Owner in providing on-going services, equipment and materials.

SECTION 5. DEFAULT.

The following events shall constitute an event of default hereunder to the extent that such events described below continue beyond any applicable notice and cure period set forth in Section 6:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record this Agreement, or the City Council's Resolution Ratifying this Agreement, as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to notify the City of Providence prior to any transfer of the Property, in accordance with Section 3 above; or
- (D) Failure of the Property Owner to comply with Section 4 above, if only by its own terms should it apply; or
- (E) Failure of the Property Owner to comply with any other material obligation or promise contained within any section or subsection of this Agreement; or
- (F) Failure of the Property Owner to materially comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and trade permits; or
- (G) Failure of the Property Owner to remain current on any and all federal and state taxation obligations which would affect the priority of the lien created under this Agreement.

SECTION 6. NOTICE AND CURE.

Section 6.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 7 below. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90), then the Property Owner shall request an additional reasonable period of time from the City Council to cure such default as may be necessary provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Project Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole and reasonable discretion which shall not be unreasonably withheld.

Section 6.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail and addressed to the following parties set forth below:

Original to:

City of Providence
Office of the City Clerk
25 Dorrance St.
Providence, RI 02903
*Accompanied by 9 copies thereof

Original to:

PCHC Beaman and Smith Mill, LLC
375 Allens Avenue
Providence, RI 20905

Diana M. Ducharme, Esq.
Hinckley Allen
100 Westminster Street, Suite 1500
Providence, RI 02903

SECTION 7. RIGHTS AND REMEDIES.

Section 7.1. Retroactive Revocation of Tax Stabilization. In the event of default under this Agreement which remains uncured after the notice and cure period set forth in Section 6 above, the Property Owner shall pay to the City of Providence an amount equal to the difference between the stabilized tax payments made under this Agreement and the amount of Property taxes that would have been assessed and paid during the tax stabilization term as defined in Section 2.2 above, but for this Agreement. The entire retroactive tax obligation will become due and owing on the same date that the next quarterly taxes are due for all other taxpayers in the City of Providence.

Section 7.2. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 7.1 above.

Section 7.3. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 7.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2 the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under Title 44 of the Rhode Island General Laws as those rights and privileges pertain to the tax payments made pursuant to this Agreement. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

Section 7.5. Waiver. Failure or delay on the part of the City of Providence to exercise any rights or remedies, power or privilege at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege thereunder.

Section 7.6. Joint and Several Liability. In the event of default under this Agreement B&S agrees to remain jointly and severally liable with any and all Property Owners, unless any subsequent Property Owner agrees to execute a transfer affidavit binding themselves to the terms of this agreement.

SECTION 8. MISCELLANEOUS TERMS.

Section 8.1. Monitoring Fee. The Property Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the cost of the project annually for the term of this Agreement.

Section 8.2 Agreement to Contribute to Parks and Recreation Trust Fund. Upon passage of this Ordinance by the City Council, the Property Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

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

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

Section 8.3 . Annual Progress Report. The Property Owner shall provide annual reports to the City of Providence on its progress in complying with the provisions of this Agreement. Specifically, said report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, evidence of employment compliance pursuant to Section 4 above (should it apply), and overall financial well-being. Upon receipt and review, the City of Providence may require and request additional information.

Section 8.4. Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 8.5. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 8.6. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution and ratification by Providence City Council of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties and ratified by Providence City Council.

Section 8.7. Entire Agreement. This Agreement and all attachments, addendums, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner and may not be amended or modified except as expressed in this document.

Section 8.6. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor. The tax stabilization term shall be effective in accordance with the terms and provisions herein.

COUNCILMAN IGLIOZZI, (By Request):

An Ordinance Amending Chapter 2015-61, Ordinance No. 590 of the Providence Code of Ordinances, Establishing a Tax Exemption and Stabilization Plan for PRI XXI, LP.

WHEREAS, PRI XII, LP (“PRI”) is the owner of the Fogarty Building, certain real estate located in the City of Providence at 100 Sabin Street f.k.a. 111 Fountain Street, AP 25, Lot 422; and

WHEREAS, PRI has demolished the existing improvements on the property, and has received approval of its plans to construct a new, nine-story upscale extended-stay hotel with a total of 168 guestrooms, 5,400 square feet of pedestrian-level third-party retail space, and additional supporting areas; and

WHEREAS, the City of Providence envisions the PRI project will generate jobs within the City of Providence; and

WHEREAS, the City of Providence, pursuant to its authority under Rhode Island General Laws § 44-3-9 and in accordance with the laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, previously granted and passed Ordinance No. 590 of Chapter 2015-61 of the Providence Code of Ordinances (“Ordinance No. 590”), establishing a Tax Exemption and Stabilization Plan with respect to taxes due to the City for the Project Site (the “Tax Stabilization Agreement”); and

WHEREAS, Ordinance No. 590 expressly allows for the Project Owner to request an extension from the Providence City Council of the deadlines associated with the permitting and construction phases of the Project; and

WHEREAS, said request has been made and in order to further induce the development of the Project, it is in the interest of the residents of the City of Providence to amend the Tax Stabilization Agreement as provided herein.

NOW, THEREFORE, Be It Ordained by the City of Providence:

Section 1. That the findings set forth in the preceding recitals are hereby made and confirmed.

Section 2. Definitions. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Tax Stabilization Agreement.

Section 3. Amendment of Tax Stabilization Agreement. The City of Providence, 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 amend the Tax Stabilization Agreement as provided herein, and does hereby amend and consent to the amendment of the Tax Stabilization Agreement as follows:

- (i) Section 5 of the Tax Stabilization Agreement is amended by deleting Section 5 in its entirety and adding the following:

Section 5. Tax Exemption and Stabilization Plan. During the tax stabilization term as defined in Section 4 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax year 2016 through and including tax year 2019, the Property Owner shall make a tax payment equal to the taxes due and owing for an assessment value of \$1,597,956.00 (“Base Assessment”) multiplied by a tax rate of \$36.70 per \$1,000.00 in assessment value (hereinafter the “Base Tax”). For each tax year thereafter, the Property Owner will pay the Base Tax plus percentage of difference between the Base Assessment and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

- (ii) Section 8 of the Tax Stabilization Agreement is amended as follows:

Section 8. Retroactive Revocation For Failure to Satisfy Performance Milestones. In the event that the Project Owner fails to satisfy the following performance milestones, then this Ordinance shall be automatically repealed following the Notice and the 90-day cure period set forth in Section 6(b), and the Owner of the Project Site shall be reassessed any unpaid real estate taxes, penalties and interest which remain unpaid as if this Ordinance had never been passed:

- (a) Obtaining all necessary permits and approvals being secured from the municipal agencies of the City of Providence or the State of Rhode Island for the redevelopment of the Project Site in accordance with the second recital hereof within twenty-four (24) months of the Commencement Date.

(b) Achieving substantial completion of and the redevelopment of the Project Site within forty-eight (48) months of the Commencement Date.

- (iii) Section 11 of the Tax Stabilization Agreement is amended by adding the following:

Section 11. Agreement to establish a fund to be held in Trust by the Treasurer of the City of Providence. Upon passage of this Ordinance, the Developer and/or Project Site Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the “City Council Parks and Recreation Fund.” The City Council shall establish regulations pertaining to the disbursement of funds.

(a) Payments to the Fund. The Developer and/or Project Site Owner shall make annual payments to the Fund in the amount of 5 (five) percent of the total estimated abated tax for the term of the tax stabilization agreement, for as long as this Ordinance is in full force and effect, including any extensions should they be granted. Notwithstanding anything contained herein, the Developer and/or Project Site Owner shall pay Ten Thousand and XX/100 Dollars (\$10,000.00) annually in tax years 2017 and 2018 in satisfaction of their obligations under this subsection for tax years 2017 and 2018. Said annual payments will be payable on the anniversary of the Commencement Date in each subsequent tax year. If, for any reason, this Ordinance is retroactively revoked, the payments to the fund shall remain and will not be forfeited due to a default.

Section 4. Miscellaneous. Except as specifically provided herein, the provisions of Ordinance No. 590 shall remain unchanged and in full force.

Section 5. Severability. If any one section of this Ordinance is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this Ordinance.

Section 6. Applicable Law. This agreement shall be construed under the laws of the State of Rhode Island.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council and approval by the Mayor.

The Tax Stabilization Agreement, as amended hereby, is hereby ratified and confirmed.

COUNCILMAN PRINCIPE Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILMAN CORREIA.

RESULT:	READ/PASSED SECOND TIME [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Igliazzi – 1.

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF ORDINANCES

COUNCILMAN IGLIOZZI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Steeple Street, LLC.

ACTING COUNCIL PRESIDENT MATOS Refers the Ordinance to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

COUNCILMAN NARDUCCI

An Ordinance Amending Chapter 14 of the Code of Ordinances of the City of Providence, Entitled: "Licenses," Article IX, "Vendors," Section 170, "Definitions."

ACTING COUNCIL PRESIDENT MATOS Refers the Ordinance to the Committee on Ordinances.

RESULT:	REFERRED
TO:	Committee on Ordinances

PRESENTATION OF RESOLUTIONS

COUNCILMAN APONTE

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

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

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

COUNCILMAN APONTE, ACTING COUNCIL PRESIDENT MATOS, COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA, COUNCILMEN HASSETT, IGLIOZZI, JENNINGS, COUNCILWOMAN LAFORTUNE, COUNCILMEN NARDUCCI, PRINCIPE, COUNCILWOMAN RYAN, COUNCILMEN SALVATORE, YURDIN AND ZURIER

Resolution Honoring and Thanking A.T. Wall for His Years of Service.

WHEREAS, A.T. Wall has dedicated his life to public service in Rhode Island; and
WHEREAS, In 1976, he began his career in corrections as a line probation officer; and
WHEREAS, After graduating from Yale University and Yale Law School, he served as a prosecutor in New York City; and

WHEREAS, He joined the Vera Institute of Justice after his time as a prosecutor, directing a sentencing project for chronic offenders convicted in New York City; and

WHEREAS, In 1985, he returned to his native state of Rhode Island and served in the Governor’s Policy Office on criminal justice matters; and

WHEREAS, In 1987, he was named as Assistant Director of Correction for the Rhode Island Department of Corrections (RIDOC), where he oversaw the central management of all operations and served as the Director’s second-in-command; and

WHEREAS, In 1999, he was named interim Director of RIDOC and was subsequently appointed Director in 2000; and

WHEREAS, During his tenure, he led RIDOC in investing in evidence-based programs to reduce recidivism and supporting inmates struggling with substance abuse; and

WHEREAS, Wall has a well-earned reputation of advocating for and implementing important reforms in Rhode Island’s prison system, including developing successful reentry programs that help former inmates lead productive lives, and promoting progressive approaches to issues of mental illness, addiction, and homelessness; and

WHEREAS, A.T. Wall will officially retire from RIDOC on January 30, 2018 after thirty

years of service, the longest serving corrections director in the country; and

WHEREAS, Governor Raimondo said “For nearly two decades as the director of corrections, A.T. has been a model of professionalism and has earned the respect of his peers across the country.”

WHEREAS, Rhode Island has been extremely fortunate to have such a diligent, compassionate, and forward-thinking public servant running RIDOC and helping to improve life in our state.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence does hereby recognize and thank A.T. Wall for his decades of outstanding service to the State of Rhode Island, and wishes him the very best in his retirement.

Read and Passed, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA.

RESULT:	READ AND PASSED [13 TO 0]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilmen Correia, Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 13.
ABSTAIN:	Councilwoman Harris – 1.
ABSENT:	Councilman Iglizzi – 1.

The Motion for Passage is Sustained.

COUNCILWOMAN LAFORTUNE

Resolution Requesting that the Tax Assessor apply the Owner Occupied Exemption to the property located on Assessor's Plat 6, Lot 449 (201 Ivy Street), for the year 2016.

ACTING COUNCIL PRESIDENT MATOS Refers the Resolution to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

**COUNCILMAN ZURIER, ACTING COUNCIL PRESIDENT MATOS,
 COUNCILWOMAN LAFORTUNE, COUNCILMAN APONTE,
 COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA,
 COUNCILWOMAN HARRIS, COUNCILMEN HASSETT, IGLIOZZI,
 JENNINGS, NARDUCCI, PRINCIPE, COUNCILWOMAN RYAN,
 COUNCILMEN SALVATORE AND YURDIN**

Resolution Urging the Department of Homeland Security to renew temporary protected status for Haitian Refugees.

WHEREAS, The country of Haiti suffered a devastating earthquake in 2010 that claimed hundreds of thousands of lives, displaced more than a million people and led to an outbreak of cholera; and

WHEREAS, In response, the United States extended temporary protected status to approximately 60,000 Haitian refugees who entered this country within a year after the earthquake; and

WHEREAS, Approximately 50,000 Haitian refugees remain in this country, as well as nearly 30,000 children who have been born to these families since their arrival in the United States; and

WHEREAS, The Department of Homeland Security recently announced that the temporary protected status of these Haitians will expire in July, 2019, after which time they will be subject to deportation; and

WHEREAS, Haiti’s recovery from the earthquake has been slow and difficult, and the country has faced other calamities such as Hurricane Matthew and political upheaval, all of which would create a hardship for these families to return to their native country at this time.

NOW, THEREFORE, BE IT RESOLVED, That the Providence City Council hereby urges the Department of Homeland Security to reconsider its decision to deprive Haitian refugees of temporary protected status at this time.

BE IT FURTHER RESOLVED, that the Providence City Council hereby urges the United States Congress to enact legislation regarding the treatment of refugees that reaffirms this nation’s exceptional heritage as a beacon of liberty and defender of the dignity of all human beings.

Read and Passed, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Iglizzozi – 1.

The Motion for Passage is Sustained.

REPORT(S) FROM COMMITTEE(S)

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

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

COUNCILMAN NARDUCCI

An Ordinance amending Chapter 4, "Animals and Fowl," Section 22, "Dog Breeding," and establishing Section 23, "Keeping and Harboring Additional Dogs" and Section 24, "Prohibition of the Sale of Dogs and Cats."

COUNCILMAN NARDUCCI Moves to Amend the Ordinance Section 3(d) Violations and Penalties by deleting "\$2,000.00" and inserting "\$500.00", Seconded by COUNCILMAN JENNINGS.

COUNCILMAN PRINCIPE Moves to Refer the Amended Ordinance Back to the Committee on Ordinances, Seconded by COUNCILMAN CORREIA.

RESULT:	REFERRED, AS AMENDED (WITH VOTE) [9 TO 3]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Councilwoman LaFortune, Councilman Principe and Councilwoman Ryan – 9.
NAYS:	Councilmen Jennings, Narducci and Yurdin – 3.
ABSTAIN:	Councilmen Salvatore and Zurier – 2.
ABSENT:	Councilman Iglizzi – 1.

**COMMITTEE ON FINANCE
COUNCILMAN JOHN J. IGLIOZZI, Chairman**

Transmits the Following with Recommendation the Same be Adopted:

COUNCILMAN IGLIOZZI, (By Request):

An Ordinance Relating to Article IV, Chapter 17, Section 17-192(F) of the Code of Ordinances (Disability Waiver Request).

Read and Passed the First Time, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA, by the following Roll Call Vote:

RESULT:	READ/PASSED FOR THE FIRST TIME [13 TO 1]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 13.
NAYS:	Councilman Salvatore – 1.
ABSENT:	Councilman Igliazzi – 1.

The Motion for Passage the First Time is Sustained.

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

COUNCILMAN PRINCIPE, ACTING COUNCIL PRESIDENT MATOS, COUNCILMAN APONTE, COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA, COUNCILWOMAN HARRIS, COUNCILMEN HASSETT, IGLIOZZI, JENNINGS, COUNCILWOMAN LAFORTUNE, COUNCILMAN NARDUCCI, COUNCILWOMAN RYAN, COUNCILMEN SALVATORE, YURDIN AND ZURIER, (By Request):

Resolution Authorizing the Mayor to execute a contract with Social Bicycles to operate a Bike-Share Program.

WHEREAS, According to the National Association of City Transportation Officials (NACTO), bike-share programs are growing at “an astounding clip across the U.S.” and “shows no signs of stopping”; and

WHEREAS, In 2016, riders took over 28 million trips through bike-share programs, on par with the annual ridership of the entire Amtrak system, according to NACTO; and

WHEREAS, Bike-share programs offer a flexible mode of transport that complements existing transportation options, encourage physical activity, reduces traffic congestion, and increases economic activity; and

WHEREAS, The United States Department of Transportation’s Transportation Investment Generating Economic Recovery (TIGER) program has awarded a \$400,000 grant to the City of Providence to be used for the establishment of bike-share amenities in the City; and

WHEREAS, At its May 30, 2017 meeting, based on the results of a competitive bidding process, the Board of Contract and Supply approved a \$400,000 award to Social Bicycles to implement, manage, and operate a 400-bike bike-share program in the City; and

WHEREAS, The City seeks to enter into a five-year agreement with Social Bicycles to have it provide such services; and

WHEREAS, The City will conduct at least three community meetings in the neighborhoods where bike-share stations are expected to be located in order to gather public input on the bike-share station locations prior to finalizing the station locations; and

WHEREAS, It is in the interest of the citizens of the City of Providence that a public bike-share program be established in Providence;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence does hereby authorize the Mayor to execute a contract with Social Bicycles for the implementation, management, and operation of a 400-bike bike-share program in the City of Providence for a five-year term beginning in Fall 2017.

Read and Passed, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Igliazzi – 1.

The Motion for Passage is Sustained.

Transmits the Following with Recommendation the Same be Severally Approved:

ACTING COUNCIL PRESIDENT MATOS, (By Request):

Resolution Authorizing Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

The Allied Group (Board of Canvassers)	\$6,500.13
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RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

The Allied Group (Board of Canvassers)	\$6,500.13
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Resolution Authorizing Approval of the following Piggyback Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Greenwood Emergency Vehicles, LLC \$816,170.00
(Fire Department)

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Piggyback Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Greenwood Emergency Vehicles, LLC \$816, 170.00
(Fire Department)

COUNCILMAN PRINCIPE Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions and Refer Back to Board of Contract and Supply, Seconded by COUNCILMAN CORREIA.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Iglizzi – 1.

The Motion for Passage is Sustained.

PERSONAL EXPRESSION

COUNCILMAN NARDUCCI Requests the privilege of the floor to speak on a Point of Personal Expression and states:

"What I would like to see moving forward also is that the Law Department be at every meeting, make their suggestions immediately for any of our ordinances, forget the one that we just did tonight, and also moving forward what I would like to have done out of respect for the person that it's their ordinance that in the leadership meeting they get called in and discuss the ordinance at the table and not on the floor. That I would appreciate. Thank you."

COUNCILMAN ZURIER Requests the privilege of the floor to speak on a Point of Personal Expression and states:

"I would like to speak in support of City Council members speaking and not being shut down for parliamentary reasons. It's only quarter of eight and I would like to say that this is a debating chamber. I think my colleagues have a right to free speech, and I think it's pretty sad when some of my colleagues are trying to shut down discussion in this body just because they don't like to hear what someone says."

COUNCILMAN APONTE Requests the privilege of the floor to speak on a Point of Personal Expression and states:

"I am all for free speech and the First Amendment, but there are rules that govern the discussion of the City Council. Now, if the folks want to throw the rules out the window, then I am willing to engage in that sort of debate, but for purposes of decorum and to ensure the orderly function of the councils' business, we put in place rules and we should at least follow them."

Certificates from City Assessor (270 and 280), recommending the same be severally cancelled pursuant to the provisions of Section 14 and 15 of Title 44, Chapter 7 of the General Laws of Rhode Island, As Amended.

COUNCILMAN PRINCIPE Moves Passage of the Several Certificates, Seconded by COUNCILMAN CORREIA, by the following Roll Call Vote:

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Igliazzi – 1.

FROM THE CLERK'S DESK

Petition from Nicholas J. Hemond, Esquire, Darrow Everett, LLP, One Turks Head Place, Suite 1200, Providence, Rhode Island 02903, requesting a zone change on various lots from M-MU75 back to an M1 zone.

ACTING COUNCIL PRESIDENT MATOS Refers the Petition to the Committee on Ordinances.

RESULT:	REFERRED
TO:	Committee on Ordinances

Petitions for Compensation for Injuries and Damages, viz:

Glenn White (Frank L. Orabona, Jr., Esquire) Rhode Island Public Transit Authority Susan Dunn Mishelle Mitchell (Wayne G. Resmini, Esquire) Kevin N. McVay Carol Bartlett (Robert L. Levine, Esquire) Brenda Leone Thomas Mezzanotte Yndira del R. Peralta p.p.a. Yncarys Castro Jairo Pernillo (Robert V. Russo, Esquire) Lauri Budnick, M.D. (Michael S. Schwartz, Esquire) Brian A. Keleman	(Robert J. Levine, Esquire) Caitlyn Moss Progressive a/s/o Kevin Lyons Allstate a/s/o Beny Delanuez Shanna Wilson Danilo Nunez (Andrew O. Resmini, Esquire) Ruben Sotero Charles Ainabe Laurie Hill (Lisa M. Cronin, Esquire) Jenny Amos and Jeffrey Monteiro (Joseph J. Voccola, Esquire) Christopher Brierly Brenda Walker
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COUNCIL PRESIDENT MATOS Refers the Several Petitions to the Committee on Claims and Pending Suits.

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

**PRESENTATION OF RESOLUTIONS
"IN CONGRATULATIONS"**

**ACTING COUNCIL PRESIDENT MATOS 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:

Captain Kevin M. Lanni, Providence Police Department, in recognition of the celebration of his promotion.

Captain Timothy E. O'Hara, Providence Police Department, in recognition of the celebration of his promotion.

Captain Luis F. San Lucas, Providence Police Department, in recognition of the celebration of his promotion.

Lieutenant James J. Barros, Providence Police Department, in recognition of the celebration of his promotion.

Lieutenant Ernest R. Forlini Jr., Providence Police Department, in recognition of the celebration of his promotion.

Lieutenant Stephen J. Gencarella, Providence Police Department, in recognition of the celebration of his promotion.

Lieutenant Michael J. Fallon, Providence Police Department, in recognition of the celebration of his promotion.

Lieutenant David D. Allen, Providence Police Department, in recognition of the celebration of his promotion.

Sergeant Matthew Cute, Providence Police Department, in recognition of the celebration of his promotion.

Sergeant Patrick W. Mulholland, Providence Police Department, in recognition of the celebration of his promotion.

Sergeant Joseph R. Hanley III, Providence Police Department, in recognition of the celebration of his promotion.

Sergeant Sean P. Comella, Providence Police Department, in recognition of the celebration of his promotion.

Sergeant Joshua E. Greeno , Providence Police Department, in recognition of the celebration of his promotion.

Detective David Harrington, Providence Police Department, in recognition of the celebration of his promotion.

Detective Ryan Moroney, Providence Police Department, in recognition of the celebration of his promotion.

Detective John Martin, Providence Police Department, in recognition of the celebration of his promotion.

Detective Richard Mendez, Providence Police Department, in recognition of the celebration of his promotion.

Detective Matthew Rampone, Providence Police Department, in recognition of the celebration of his promotion.

Detective Brian Muldoon, Providence Police Department, in recognition of the celebration of his promotion.

Detective Douglas J. Steele, Providence Police Department, in recognition of the celebration of his promotion.

Detective Andrew Mignanelli, Providence Police Department, in recognition of the celebration of his promotion.

Detective Andrew Lawton, Providence Police Department, in recognition of the celebration of his promotion.

Detective Michael Pattie, Providence Police Department, in recognition of the celebration of his promotion.

Detective Jeffrey Richards, Providence Police Department, in recognition of the celebration of his promotion.

Raphael Okelola, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Community Leadership Award for his outstanding leadership and contributions to the Nigerian community in Rhode Island.

Major Oscar Perez, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Community Service Award for his outstanding service to the residents of Providence.

Henrietta White-Holder, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Community Service Award for her exemplary service to the Liberian community in Rhode Island.

Melissa Husband, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Community Service Award for her outstanding leadership and service to the residents of Providence.

Arthur Paiva, Express Printing, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Community Service Award for his business leadership in Rhode Island.

Dr. Joke Adelaja, DMD, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 Young Professionals Award for his accomplishments in the field of dentistry.

Alex Danso, in recognition of being the recipient of Oasis International The African Center of Rhode Island's 2017 President's Circle Award for his leadership and service to the Ghanaian community and the African community in Rhode Island.

Oasis International African Center of Rhode Island, in recognition of the celebration of their Silver Jubilee Anniversary and the 8th African Gala in Rhode Island.

Kayla Ezeama, in recognition of the celebration of her successful high school completion and her acceptance to University of Rhode Island.

Joseph Olorunnisola, Leader of CCC USA, in recognition of the celebration of his 70th Birthday and a life committed to God.

International Gaming Technology PLC, in recognition of their generous donation of a computer lab at the Joslin Recreation Center.

Samuel Bush, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Jose Clase, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

David Danicher, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

James Dorante, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Elias Eberman, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Chris Fernandez, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Tate Finigan, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Alexander Garcia, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Christopher Genao, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

James Greene, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Jason Hernandez, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Daniel Karlin, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Josiah Kim, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Jordan Ledesma, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

John O'Rourke, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Roberto Reyes, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Juan Reynoso, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Cristian Sanchez, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Rainer Vargas, Classical High School, in recognition of being the Rhode Island Division III State Baseball Champions.

Jessica O'Malley, Team Manager, in recognition of her commitment and dedication to the 2017 Classical High School Baseball Team Division III State Champions.

Joe Caccia, Head Coach, in recognition of his commitment and dedication to the 2017 Classical High School Baseball Team Division III State Champions.

Mark Manzo, Assistant Coach, in recognition of his commitment and dedication to the 2017 Classical High School Baseball Team Division III State Champions.

Scott Barr, Principal, in recognition of his commitment and dedication to the 2017 Classical High School Baseball Team Division III State Champions.

Robert J. Palazzo, C.M.A.A., Director of Athletics, in recognition of his commitment and dedication to the 2017 Classical High School Baseball Team Division III State Champions.

Severally Read and Collectively Passed, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA, by the following Roll Call Vote:

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Principe
SECONDER:	Councilman Correia
AYES:	Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT:	Councilman Iglizzi – 1.

The Motion for Passage is Sustained.

**PRESENTATION OF RESOLUTIONS
"IN MEMORIAM"**

**ACTING COUNCIL PRESIDENT MATOS 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:

Geraldine Boscalia

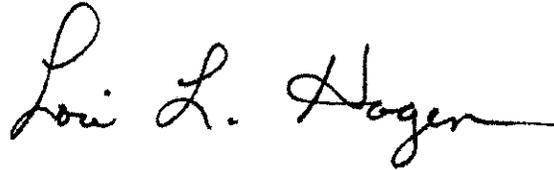
Severally Read and Collectively Passed by a Unanimous Rising Vote, on Motion of COUNCILMAN PRINCIPE, Seconded by COUNCILMAN CORREIA.

RESULT: READ AND PASSED [UNANIMOUS]
MOVER: Councilman Principe
SECONDER: Councilman Correia
AYES: Acting Council President Matos, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Jennings, Councilwoman LaFortune, Councilmen Narducci, Principe, Councilwoman Ryan, Councilmen Salvatore, Yurdin and Zurier – 14.
ABSENT: Councilman Igliazzi – 1.

The Motion for Passage is Sustained.

CONVENTION

There being no further business, on Motion of **COUNCILMAN PRINCIPE**, Seconded by **COUNCILMAN CORREIA**, it is voted to adjourn at 7:48 o'clock P.M., to meet again **THURSDAY, DECEMBER 21, 2017 at 6:00 o'clock P.M.**



LORIL. HAGEN
CITY CLERK