

-311-

CITY OF PROVIDENCE
RHODE ISLAND



CITY COUNCIL
JOURNAL OF PROCEEDINGS

No. 30 City Council Special Meeting, Thursday, December 14, 2006, 5:00 o'clock P.M. (E.S.T.)

PRESIDING

COUNCIL PRESIDENT
JOHN J. LOMBARDI

ROLL CALL

Present: COUNCIL PRESIDENT
LOMBARDI, COUNCILMEN ALLEN,
BUTLER, DeLUCA, LUNA, SEGAL,
COUNCILWOMEN WILLIAMS and
YOUNG - 8.

Absent: COUNCILMAN APONTE,
COUNCILWOMAN DiRUZZO, COUNCIL-
MEN HASSETT, IGLIOZZI, JACKSON,
MANCINI and COUNCILWOMAN
ROMANO - 7.

(SUBSEQUENTLY COUNCILMAN
IGLIOZZI AND COUNCILMAN APONTE
JOIN THE MEETING)

Also Present: Anna M. Stetson, City
Clerk, Claire E. Bestwick, First Deputy City
Clerk, Sheri A. Petronio, Assistant Clerk,
Fred Stolle, Senior Assistant City Solicitor
and Vincent J. Berarducci, City Sergeant.

2007 MAY -9 P 3:11
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

FILED

MAY 17 2007
IN CITY COUNCIL

Anna M. Stetson

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE APPROVED.

INVOCATION

The Invocation is given by COUNCIL-
WOMAN RITA M. WILLIAMS.

COUNCILMAN IGLIOZZI JOINS THE MEETING.

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

COUNCILMAN RONALD W. ALLEN
Leads the Members of the City Council and
the Assemblage in the Pledge of Allegiance
to the Flag of the United States of
America.

COUNCILMAN APONTE JOINS THE METING.

CALL FOR SPECIAL MEETING

COMMUNICATION FROM COUNCIL

PRESIDENT JOHN J. LOMBARDI

Request, filed with the City Clerk, December 12, 2006, Requesting a Special Meeting of the City Council to be Called on the 14th day of December, 2006 at 5:00 o'clock P.M. (E.S.T.), in the City Council Chamber, Third Floor, City Hall.

December 12, 2006

Anna M. Stetson
City Clerk
City Hall
Providence, RI 02903

Dear Ms. Stetson:

In accordance with the Provisions of Sections 406 of the Providence Home Rule Charter of 1980, I am, this day, calling a Special Meeting of the City Council to be held on Thursday, the 14th day of December 2006 at 5:00 o'clock P.M., in the City Council Chamber, Third Floor, City Hall for the purpose of acting upon the following:

AN ORDINANCE IN AMENDMENT OF CHAPTER 27 OF THE CODE OF ORDINANCES OF THE CITY OF PROVIDENCE ENTITLED: "THE CITY OF PROVIDENCE ZONING ORDINANCE", APPROVED JUNE 27, 1994, AS AMENDED.

AN ORDINANCE AMENDING ORDINANCE CHAPTER 2006-33, NO. 245, APPROVED JUNE 12, 2006, REGARDING PREDATORY LENDING.

AN ORDINANCE IN AMENDMENT OF ORDINANCE CHAPTER 2005-44, NUMBER 388, ENTITLED: "AN ORDINANCE ESTABLISHING A FIRST SOURCE LIST, AS AMENDED.

Respectfully,

Council President John J. Lombardi

WARRANT FOR SPECIAL MEETING

Warrant of the City Clerk to Vincent J. Berarducci, City Sergeant with Return Certification that he has notified each Member of the City Council of the Special Meeting Called for the 14th day of December, 2006 at 5:00 o'clock P.M., in the City Council Chamber, Third Floor, City Hall.

**DEPARTMENT OF CITY CLERK
CITY HALL**

December 12, 2006

VINCENT J. BERARDUCCI, CITY
SERGEANT:

Whereas, Council President John J. Lombardi has, pursuant to Sections 406 of the Providence Home Rule Charter of 1980, requested the City Clerk, in writing, to Call a Special Meeting of the City Council to be held on the 14th day of December, 2006, A.D. at 5:00 o'clock P.M., in the Chamber of the City Council, Third Floor, City Hall for the purpose of Enacting the following:

**AN ORDINANCE IN AMENDMENT
OF CHAPTER 27 OF THE CODE OF
ORDINANCES OF THE CITY OF
PROVIDENCE ENTITLED: "THE
CITY OF PROVIDENCE ZONING**

**ORDINANCE", APPROVED JUNE
27, 1994, AS AMENDED.**

**AN ORDINANCE AMENDING
ORDINANCE CHAPTER 2006-33, NO.
245, APPROVED JUNE 12, 2006,
REGARDING PREDATORY LENDING.**

**AN ORDINANCE IN AMENDMENT
OF ORDINANCE CHAPTER 2005-44,
NUMBER 388, ENTITLED: "AN
ORDINANCE ESTABLISHING A FIRST
SOURCE LIST, AS AMENDED.**

You are therefore, hereby commanded and required to summon each Member of the City Council to that Special Meeting, as Called.

Hereof, Fail Not, and make a true return of this Warrant, with your doings thereon.

Given under my Hand and the Official Seal of the City of Providence, State of Rhode Island and Providence Plantations this 12th day of December, 2006, A.D.

Anna M. Stetson
City Clerk

STATE OF RHODE ISLAND AND

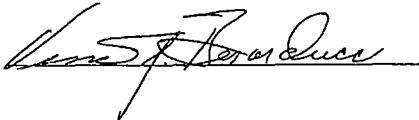
PROVIDENCE PLANTATIONS

THE CITY OF PROVIDENCE, Sc.

DECEMBER 12, 2006

I, Vincent J. Beraducci, City Sergeant do hereby certify that I have notified each Member of the City Council of the Special Meeting scheduled to be held on Thursday, December 14, 2006 at 5:00 o'clock P.M., in the Chamber of the City Council, City Hall, Providence, in accordance with the subject

warrant by delivering to each member a copy thereof.


Date Dec 12, 06

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters.

COUNCIL PRESIDENT LOMBARDI, Receives the foregoing Communication and Warrant.

ORDINANCES SECOND READING

The Following Ordinances were in City Council December 7, 2006, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence Entitled: "The City of Providence Zoning Ordinance", Approved June 27, 1994, As Amended.

Be it ordained by the City of Providence:

Section 1: Chapter 27 of the Code of Ordinances of the City of Providence is further amended by changing the zoning district designation of Lot 284 on Zoning District Map 117 of the Official Zoning Map from R-2 to RP.

Said zone change shall permit on Lot 284, Zoning District Map 117, without any further approvals, a Hair Salon and a One (1) Family Dwelling. This limitation shall be noted on the face of the official zoning map and recorded on the property records along with the following limitations:

- a) Parking shall be located to the side or rear of said property.
- b) Site plan, construction plans and parking/paving plans shall be submitted to the Department of Inspection and Standards for approvals.
- c) The paving shall be reduced to conform to the rear yard standards as detailed in the zoning ordinance.
- d) Landscaping shall be installed in accordance with Section 425 of the Zoning Ordinance.

Section 2: This Ordinance shall take effect upon passage.

PROVIDENCE CITY PLAN COMMISSION

DAVID N. CICILLINE

December 1, 2006

Honorable Rita Williams, Chair
Ordinance Committee
Providence City Hall
25 Dorrance Street
Providence, RI 09203

Attn: Anna Stetson, City Clerk

Re: Petition to change zoning designation of
888 Smith Street, Assessor's Plat 117,
Lot 284, from Residential Two-Family
District (R-2) to a Limited Commercial
District (C-1) with conditions

Dear Councilwoman Williams:

At a regular meeting of the City Plan Commission (CPC) on November 21, 2006, and pursuant to Section 1100 of the City of Providence Zoning Ordinance Chapter 1994-24, No. 365, as amended, the Commission reviewed a proposal for the above-captioned amendment to the Ordinance. The Commission voted unanimously as described below to make certain findings of fact and to recommend that the petition be approved with conditions.

Findings of Fact

Article XI of the Zoning Ordinance requires that in order for the CPC to make a positive recommendation on amendments to the Ordinance, it must demonstrate consistency with the Comprehensive Plan and with the purposes of zoning as listed in Section 100 of the Ordinance.

Comprehensive Plan

The Comprehensive Plan map designates this area for low-density residential uses. For this zoning change to be consistent with the Comprehensive Plan, the designation for this area on the Comprehensive Plan's Proposed Residential Land Use Map would have to be changed to allow for commercial zoning.

Zoning

A change to C-1 would not be consistent with the purposes of zoning as listed in Section 100 of the Ordinance in that it would be an inconsistent implementation of the Comprehensive Plan.

The area to the west of the subject property is zoned R-P (Residential Professional District). Since this building already contains a nonconforming use, a change to R-P would make the lot conforming. It would also allow for the hair salon, would avoid spot zoning, and would be consistent with the Comprehensive Plan. Therefore, staff recommends that the property be rezoned R-P and not C-2 as petitioned by the petitioner.

Recommendation

The CPC recommends to the Committee on Ordinances that the petition for rezoning be approved subject to the following conditions:

1. The zoning shall be changed from R-2 to R-P.
2. The subject property shall be limited to a Hair Salon and a One (1) Family Dwelling.

3. Parking shall be located to the side or rear of said property.
4. Site plan, construction plans and parking/paving plans shall be submitted to the Department of Inspection and Standards for approval.
5. The paving shall be reduced to less than 50% of the rear yard and landscaping shall be installed in accordance with Section 425 of the Zoning Ordinance.
6. The above listed conditions shall be recorded in the official property records and noted on the face of the Official Zoning Map.

Sincerely,

Christopher J. Ise
Administrative Officer

cc: Michael Gillis, Petitioner

Read and Passed the Second Time, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN

WILLIAMS, by the Following Roll Call Vote:

AYES: COUNCIL PRESIDENT LOMBARDI, COUNCILMEN ALLEN, APONTE, BUTLER, DeLUCA, IGLIOZZI, LUNA, SEGAL, COUNCILWOMEN WILLIAMS and YOUNG - 10.

NAYES: NONE.

ABSENT: COUNCILWOMAN DiRUZZO, COUNCILMEN HASSETT, JACKSON, MANCINI and COUNCILWOMAN ROMANO - 5.

The Motion for Passage the Second Time is Sustained.

An Ordinance Amending Ordinance Chapter 2006-33, No. 245, Approved June 12, 2006, Regarding Predatory Lending.

COUNCILMAN APONTE Moves to Lay the Ordinance on the Clerk's Desk until December 21, 2006, seconded by COUNCILWOMAN WILLIAMS.

REPORT FROM COMMITTEE

COMMITTEE ON ORDINANCES

COUNCILWOMAN RITA M. WILLIAMS, Chairwoman

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

An Ordinance in Amendment of
Ordinance Chapter 2005-44, Number 388,
Entitled: "An Ordinance Establishing a First
Source List," As Amended.

Read and Passed the First Time, on
Motion of COUNCILMAN APONTE,
seconded by COUNCILWOMAN
WILLIAMS, by the Following Roll Call
Vote:

AYES: COUNCIL PRESIDENT
LOMBARDI, COUNCILMEN ALLEN,
APONTE, DeLUCA, LUNA, SEGAL,

COUNCILWOMEN WILLIAMS and
YOUNG - 8.

NAYES: COUNCILMEN BUTLER and
IGLIOZZI - 2.

ABSENT: COUNCILWOMAN DiRUZZO,
COUNCILMEN HASSETT, JACKSON,
MANCINI and COUNCILWOMAN
ROMANO - 5.

The Motion for Passage the First
Time is Sustained.

ADJOURNMENT

There being no further business, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN WILLIAMS, it is voted to adjourn at 5:30 o'clock P.M. (E.S.T.), to meet again on THURSDAY, JANUARY 14, 2007 at 7:30 o'clock P.M. (E.S.T.)



ANNA M. STETSON
CITY CLERK



December 14)

661

(2066

-312-

CITY OF PROVIDENCE
RHODE ISLAND



CITY COUNCIL
JOURNAL OF PROCEEDINGS

No. 31 City Council Regular Meeting, Thursday, December 21, 2006, 7:30 o'clock P.M. (E.S.T.)

PRESIDING

COUNCIL PRESIDENT
JOHN J. LOMBARDI

ROLL CALL

FILED
2007 MAY -9 P 3:11
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

Present: COUNCIL PRESIDENT
LOMBARDI, COUNCILMEN ALLEN,
APONTE, BUTLER, DeLUCA, COUNCIL-
WOMAN DiRUZZO, COUNCILMEN
HASSETT, IGLIOZZI, JACKSON, LUNA,
MANCINI, COUNCILWOMAN ROMANO,
COUNCILMAN SEGAL, COUNCIL-
WOMEN WILLIAMS and YOUNG - 15.

Absent: NONE.

Also Present: Anna M. Stetson, City
Clerk, Claire E. Bestwick, First Deputy
City Clerk, Sheri A. Petronio, Assistant
Clerk, Adrienne G. Southgate, Deputy
City Solicitor and Vincent J. Berarducci,
City Sergeant.

MAY 17 2007

IN CITY COUNCIL


READ

WHEREUPON IT IS ORDERED THAT
THE SAME BE APPROVED.

INVOCATION

The Invocation is given by COUNCILMAN LUIS A. APONTE.

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

COUNCILMAN LUIS A. APONTE 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 RECORDS

Journal of Proceedings No. 15 of the Regular Meeting of the City Council held May 19, 2005; Journal of Proceedings. No. 16 of the Regular Meeting of the City Council held June 2, 2005; Journal of Proceedings No. 17 of the Regular Meeting of the City Council held June 16, 2005 and Journal of Proceedings No. 18 of the Special Meeting of the City Council held June 30, 2005 and Posted on December 8, 2006 on that Bulletin Board located on the Ground Level of City Hall, are approved, as printed, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN WILLIAMS.

APPOINTMENT BY HIS HONOR THE MAYOR

The Following Appointment is re-submitted for consideration. Due to unavoidable circumstances said appointee was unable to attend the hearing of the Finance Committee, and in accordance with protocol was denied without prejudice:

Communication dated December 14, 2006, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, he is this day re-appointing Mr. Nguda Maila Touray of 40 Victoria Street, Providence, Rhode Island 02909, as a member of the Providence School Board for a term to expire on the first

Monday in January 2010, and respectfully submits the same for your approval.

**COUNCIL PRESIDENT LOMBARDI
Refers the Communication to the
Committee on Finance.**

ORDINANCES SECOND READING

The Following Ordinances were in City Council December 7, 2006, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

An Ordinance Relating to Article IV, Chapter 17, Section 17-189(5) of the Code of Ordinances. (Disability)

Be it ordained by the City of Providence:

SECTION 1. Notwithstanding the language of Section 17-189(5) of the Code of Ordinances which provides that the

application to accomplish such [accidental disability] retirement must be filed within eighteen (18) months of the date of the accident," the Retirement Board of the City of Providence, may consider and act upon the accidental disability retirement application of Firefighter **Sabatino Giordano**, even though more than eighteen (18) months have passed since the date of the accident

which is the averred proximate cause of the above-named applicant for a disability retirement allowance.

SECTION 2. Said application shall be subject to and considered in accordance with all other applicable ordinances, regulations, standards and practices relating to accidental disability retirement applications.

SECTION 3. This Ordinance shall take effect upon its passage.

An Ordinance Making an Appropriation of Fifty Six Million Four Hundred Eighty One Thousand Seven Hundred Sixty Nine Dollars (\$56,481,769) for the support of the Providence Water Supply Board for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
OPERATING BUDGET 2006-2007

REVENUES:

Sale of Water	\$50,146,840
Interest	365,000
Mains & Services	616,000
Miscellaneous Revenue	675,000
Miscellaneous State Revenue	231,156
Water Quality Protection Fund	2,538,228
State Water Resources Board	<u>1,909,546</u>
TOTAL GROSS REVENUES	\$56,481,769

EXPENSES:

Salaries/ Fringes and Retirement	\$20,678,045
Services	4,807,725
Materials	1,103,769
Special Items	30,000
Equipment Outlays	16,200
Property Taxes	6,369,070
Unemployment Compensation	<u>12,000</u>
Sub-total Operational Expenses	\$33,016,810

RESTRICTED TRANSFERS:

Transfer from IFR-Labor	(\$777,009)
Transfer from IFR-Materials	(107,522)
Transfer to Capital	2,450,000
Transfer to Infrastructure Replacement	12,500,000
Transfer to Equipment Fund	600,000
Transfer to Insurance	1,777,444
Transfer to AMR/Meter Replacement	400,000
Transfer to Chemical/Sludge Fund	2,107,247
Transfer to Western Cranston	62,069
Transfer to Water Quality Protection Fund	2,538,228
Transfer to Water Resources Board	<u>1,909,546</u>
Total Transfers	\$23,460,002

TOTAL EXPENSE AND
TRANSFERS

\$56,476,812

SURPLUS/(DEFICIT) \$4,957

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of Six Million One Hundred Fifty Five Thousand Three Hundred Twenty Eight Dollars (\$6,155,328) for the Water Supply Board Capital Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
CAPITAL FUND BUDGET 2006-2007

REVENUES:

Transfer from Water Operations	\$2,450,000
Carryover from prior year	3,645,609
Interest Income	<u>59,719</u>
TOTAL REVENUE & OTHER FIN SOURCES	\$6,155,328

EXPENSES:

Transfer to Insurance Fund	\$400,000
Capital Projects	2,025,000
Debt Service	<u>1,491,534</u>
TOTAL EXPENSES	\$3,916,534

SURPLUS/(DEFICIT) \$2,238,793

Section 2. This ordinance shall take effect
retroactive to July 1, 2006.

An Ordinance Making an Appropriation of
Two Million Two Hundred Ten Thousand
Seven Hundred Twenty Dollars (\$2,210,720)
for the Water Supply Board Insurance Fund
for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
INSURANCE FUND BUDGET 2006-2007

REVENUES:

Transfer from Water Operations	\$1,777,444
Carryover from prior year	33,276
Transfer from CIP (Temporary borrowing)	<u>400,000</u>
TOTAL REVENUE & OTHER FIN SOURCES	\$2,210,720

EXPENSES:

Services	\$112,400
Claims	175,000
Property and Casualty	1,451,758
Worker's Compensation	<u>462,000</u>
TOTAL EXPENSES	\$2,201,158

SURPLUS/(DEFICIT) \$9,562

Section 2. This ordinance shall take effect
retroactive to July 1, 2006.

An Ordinance Making an Appropriation of
Six Million Three Hundred Fifty Two
Thousand One Hundred Thirty Three Dollars
(\$6,352,133) for the Water Supply Board
Water Quality Protection Fund for the Fiscal
Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD WATER
QUALITY PROTECTION FUND BUDGET
2006-2007

REVENUES:

Surcharge Revenue	\$2,538,228
Carryover from prior year	3,693,855
Interest Income	<u>120,050</u>

TOTAL REVENUES & OTHER

FIN SOURCES \$6,352,133

EXPENSES:

Debt Service-Scituate Reservoir I	\$694,886
Land Acquisitions	2,000,000
Property Taxes	346,955
Other Services	<u>748,500</u>
TOTAL EXPENSES	\$3,790,341

SURPLUS/(DEFICIT) \$2,561,792

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of Eighteen Million Nine Hundred Thirty Four Thousand Two Hundred Seventy Four Dollars (\$18,934,274) for the Water Supply Board Infrastructure Replacement Program Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
INFRASTRUCTURE REPLACEMENT
PROGRAM FUND BUDGET 2006-2007

REVENUES:

Transfer from Water Operations	\$12,500,000
Carryover from prior year	6,300,390
Interest Income	<u>133,883</u>
TOTAL REVENUE & OTHER	
FIN SOURCES	\$18,934,274

EXPENSES:

Salaries/Fringes and Retirement	\$215,485
Transfer to Operations-Labor	777,009
Transfer to Operations-Materials	107,522
Replacement Projects	12,245,000
Debt Service	<u>1,997,499</u>
TOTAL EXPENSE	\$15,342,515

SURPLUS/(DEFICIT)	<u>\$3,591,759</u>
-------------------	--------------------

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of Eight Hundred Sixty Nine Thousand Eight Hundred Five Dollars (\$869,805) for the Water Supply Board Meter Replacement Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
METER REPLACEMENT FUND BUDGET
2006-2007

REVENUES:

Transfer from Water Operations	\$400,000
Carryover from prior year	40,291
Fleet Line of Credit	425,000
Interest Income	<u>4,514</u>
TOTAL REVENUE & OTHER	
FIN SOURCES	\$869,805

EXPENSES:

Services	\$170,800
Materials	207,450
Equipment	58,000
Payment Fleet Line of Credit	<u>431,505</u>
TOTAL EXPENSES	\$867,755

SURPLUS/(DEFICIT)	\$2,051
-------------------	---------

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of One Million Two Hundred Ninety Nine Thousand Two Hundred Forty Six Dollars (\$1,299,246) for the Water Supply Board Equipment Replacement Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
EQUIPMENT REPLACEMENT FUND
BUDGET 2006-2007

REVENUES:

Transfer from Water Operations	\$600,000
Carryover from prior year	690,065
Interest Income	<u>9,181</u>
TOTAL REVENUES & OTHER	
FIN SOURCE	\$1,299,246

EXPENSES:

Equipment Outlays	<u>1,289,637</u>
TOTAL EXPENSES	\$1,289,637

SURPLUS/(DEFICIT) \$9,609

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of Two Million Five Hundred Sixty Six Thousand Five Hundred Fifty Three Dollars (\$2,566,553) for the Water Supply Board Chemical and Sludge Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
CHEMICAL AND SLUDGE FUND BUDGET
2006-2007

REVENUES:

Transfer from Water Operations	\$2,107,247
Carryover from prior year	441,022
Interest Income	<u>18,284</u>
TOTAL REVENUE & OTHER	
FIN SOURCES	\$2,566,553

EXPENSES:

Chemical Expense	\$1,822,250
Sludge Maintenance	<u>550,000</u>
TOTAL EXPENSES	\$2,372,250

SURPLUS/(DEFICIT) \$194,303

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Making an Appropriation of One Million Three Hundred Forty Seven Thousand Eight Hundred Twenty Two Dollars (\$1,347,822) for the Water Supply Board Western Cranston Fund for the Fiscal Year Ending June 30, 2007.

Be it ordained by the City of Providence:

Section 1. WATER SUPPLY BOARD
WESTERN CRANSTON FUND BUDGET
2006-2007

REVENUES:

Transfer from Water Operations	\$62,069
Transfer from Cranston Impact Fees	100,000
Carryover from prior year	1,179,993
Interest Income	<u>5,760</u>
TOTAL REVENUE & OTHER	
FIN SOURCES	\$1,347,822

EXPENSES:

Capital Projects	\$1,199,129
Debt Service	<u>148,693</u>
TOTAL EXPENSES	\$1,347,822

SURPLUS/(DEFICIT) (\$0)

Section 2. This ordinance shall take effect retroactive to July 1, 2006.

An Ordinance Establishing a Compensation Plan for the Water Supply Board and Repealing Ordinance Chapter 2006-17, Approved February 26, 2006, As Amended.

Be it ordained by the City of Providence:

Section 1. The following Compensation Plan is hereby adopted as the official Compensation Plan for the Water Supply Board:

POSITION	Pay Grade or Rate
Account Collector	25
Administrative Assistant, WSB	M10
Aide to Chief Engineer	M1
Associate Engineer III	28
Associate Engineer IV	31
Applications/Database Analyst	M8
Board Counsel	\$35,000 /yr
Budget and Planning Analyst	M5
Chairman-Water Supply Board	\$3,000 /yr
Chief Engineer/General Manager	\$160,000- \$169,600 /yr
Clerical Coordinator	23
Clerk 1	1
Collection Officer, WSB	26
Confidential Assistant to Chief Engineer	M8
Controller	M16
DataBase Manager	M15
Dept. Switchboard Operator	11
Deputy General Manager, (Admin)	M32
Deputy General Manager, Operations	M32
Dig Safe Worker	\$20.545 /hr
Director-Commercial Services	M27
Director-Distribution	M27
Director-Engineering	M29
Director-Finance	M28
Director-Special Projects	M27
Director-Support Services	M27
Director-Water Supply	M28
Draftsman	12
Electrical Technician	\$30.445 /hr
Engineer	M15
Engineering Aide III	19
Engineering Project Coordinator	M9
Engineering Systems Analyst	M12
Environmental Resource Manager	M18
Equipment Mechanic	\$21.255 /hr
Equipment Operator	\$17.750 /hr
Forest Supervisor	M10

GIS Project Manager	M12	Real Estate Administrator	M12
Heavy Equipment Operator	\$21.255 /hr	Regulatory Service Supervisor	M5
Inspector	19	Sanitarian	22
Instrumentation Technician	\$23.538 /hr	Scheduler/Dispatcher	\$20.916 /hr
Junior Chemist I	22	Senior Administrative Clerk, Water	18
Junior Chemist II	25	Senior Draftsman-WSB	28
Lab Supervisor/Bacteriology - Water	M13	Senior Administrative Assistant	M11
Lab Supervisor/Chemistry - Water	M13	Senior Equipment Mechanic	\$21.429 /hr
Land Management Specialist	M11	Senior Forest Supervisor	M12
Maintenance Man III	\$17.425 /hr	Senior Manager of Information Systems	M21
Manager-Accounting	M14	Senior Manager of Personnel	M20
Manager-Capital Program	M18	Senior Meter Reader Technician	\$19.727 /hr
Manager-Construction Services	M15	Senior Supervisor Commercial Services	M9
Manager-Customer Service	M18	Senior Switchboard Operator	\$854.34 /wk
Manager-Distribution, (Field Services)	M18	Senior Technician	24
Manager-Distribution, (Planning)	M16	Senior Water Plant Mechanic	\$22.700 /hr
Manager-Engineering Customer Service	M12	Senior Watershed Mechanic	\$20.091 /hr
Manager-Facilities and Equipment	M18	Staff Accountant	24
Manager-Intergovernmental Relations	M13	Supervisor-Accounting	M12
Manager-Personnel	M13	Supervisor-Commercial Services	M5
Manager-Plant Operations	M18	Supervisor-Facilities & Equipment	M12
Manager-Records	M16	Supervisor-Water Maintenance Crew	M13
Manager-Regulatory	M17	Supervisor-Water Plant Operations	M12
Manager-Safety & Risk	M14	Switchboard Operator I	4
Manager-Security	M14	System Technical Specialist	22
Manager-Technical Services	M18	Utility Laborer	\$16.217 /hr
Manager-Training & Communications	M15	Utility Maintenance Worker	\$16.217 /hr
Manager-Water Laboratory	M18	Utility Maintenance Repairman	\$19.598 /hr
Material Handler	\$16.778 /hr	Utility Worker	\$18.926 /hr
Member-Water Supply Board	\$2,400 /yr	Water Plant Mechanic	\$20.382 /hr
Meter Reader I	\$16.783 /hr	Water Plant Operator I	\$875.277 /wk
Meter Reader Technician	\$18.650 /hr	Water Supply Board Clerk	11
Meter Shop Technician	\$19.605 /hr	Water System Mechanic	\$21.547 /hr
Network Administrator	M12	Water Treatment Operator	\$16.809 /hr
Network Operations Analyst	M5	Water Treatment Operator Class I	\$18.209 /hr
Personnel Technician. Water	22	Water Treatment Operator Class II	\$19.453 /hr
Plumber	\$38.265 /hr	Water Treatment Operator Class III	\$20.702 /hr
Principal Engineer	M17	Watershed Grounds General Foreman	\$22.090 /hr
Purchasing Agent II, (WSB)	24	Watershed Inspector	\$17.470 /hr
Raingauge Keeper	\$91.00 /mon	Watershed Mechanic	\$16.888 /hr

Section 2. The salary for each position is categorized as one (1) of seventy-seven (77) "Pay Grades", each of which contains five (5) "Steps", or, the rate listed in Section 1 above. The "Pay Grades" and "Steps" are enumerated and set forth in Section 8 (Grade 1-35) and Section 9 (Grades M1-M41).

Section 3. The above pay grades and rates do not include additional compensation for employees who may be requested to work a non-standard work week or have met the CDL requirements as per the Bargaining Unit Agreement.

Section 4. The above pay grades do not include additional compensation for Supervisors who are eligible and may receive on-call pay.

Section 5. Effective with the adoption of this Ordinance, Officers, and Employees of the City of Providence may authorize Employees to perform duties of a higher rated classification, cause by leave or retirement, and that said position is funded and provided for in this Ordinance. Said assignment may be performed for a maximum of 90 days per fiscal year. Any and all other assignments of out of rank nature must be approved by the City Council following petition by the Personnel Director.

Section 6. The provisions of this Ordinance shall not be construed as a ratification of any collective bargaining agreement.

Section 7. This Ordinance shall take effect upon its passage.

Section 8. Grades consistent with salary adjustments in Bargaining Unit.

Grade	Step 1st	Step 2nd	Step 3rd	Step 4th	Step 5th	ANNUAL SALARY RANGE
1	487.33	491.68	496.04	504.72	511.24	25,341.38- 26,584.51
2	498.20	504.72	509.06	517.75	524.29	25,906.44- 27,263.11
3	511.24	524.60	519.93	528.60	534.84	26,584.51- 27,811.57
4	524.29	528.60	532.98	539.49	548.21	27,263.11- 28,506.77
5	535.15	539.49	545.41	552.55	559.05	27,827.63- 29,070.76
6	548.21	552.55	556.90	565.60	572.09	28,506.77- 29,748.83
7	559.05	565.60	569.91	576.47	582.98	29,070.76- 30,314.96
8	572.09	576.46	580.81	589.49	596.04	29,748.83- 30,994.10
9	582.98	591.67	600.36	609.06	619.94	30,314.96- 32,236.69
10	596.04	602.54	611.23	622.12	632.98	30,994.10- 32,914.76
11	606.90	615.67	624.27	635.14	646.03	31,558.62- 33,593.37
12	619.94	628.61	634.32	646.03	657.07	32,236.69- 34,167.53
13	632.98	639.48	645.19	657.07	670.97	32,914.76- 34,890.59
14	646.03	657.07	671.03	683.54	696.60	33,593.37- 36,223.16
15	657.07	671.03	681.55	696.60	708.34	34,167.53- 36,833.75
16	671.03	682.63	696.60	708.34	723.22	34,893.80- 37,607.69
17	683.54	696.60	708.34	723.22	735.70	35,544.02- 38,256.30
18	696.60	708.34	723.22	735.70	750.57	36,223.16- 39,029.71
19	708.34	723.22	735.70	750.57	765.56	36,833.75- 39,809.01
20	723.22	735.70	750.57	765.56	778.60	37,607.69- 40,487.08
21	735.39	753.13	770.54	786.52	810.28	38,240.23- 42,134.58
22	750.57	768.01	783.92	804.15	828.66	39,029.71- 43,090.09
23	765.56	781.13	801.22	817.55	843.96	39,809.01- 43,885.99
24	779.73	795.12	822.54	837.78	859.11	40,545.99- 44,673.86
25	790.51	819.49	853.13	871.26	895.63	41,106.76- 46,572.56
26	815.58	834.65	856.09	889.65	910.95	42,410.41- 47,369.54
27	828.66	849.97	883.50	904.94	929.32	43,090.09- 48,324.51
28	843.96	874.45	892.67	914.01	947.54	43,885.99- 49,271.99
29	859.11	895.63	929.32	962.75	996.39	44,673.86- 51,812.34
30	895.63	932.23	962.77	996.40	1,029.86	46,572.56- 53,552.50
31	910.95	947.54	978.05	1,011.57	1,051.25	47,369.54- 54,664.94
32	947.54	978.05	1,011.57	1,045.13	1,081.78	49,271.99- 56,252.46
33	978.05	1,011.57	1,049.13	1,081.78	1,115.19	50,858.43- 57,989.95
34	1,011.57	1,051.25	1,081.78	1,115.19	1,148.85	52,601.81- 59,740.29
35	1,044.64	1,081.78	1,115.19	1,148.85	1,182.24	54,321.09- 61,476.70

Section 9. Grades listed below represent a schedule for advancement in rank for management personnel. Step increases are contingent upon management review.

STEP GRADE	1st	2nd	3rd	4th	5th	ANNUAL SALARY RANGE
M1	35,989.29	37,788.76	39,678.20	41,662.10	43,745.20	35,989.29-43,745.20
M2	37,068.97	38,922.41	40,868.55	42,911.96	45,057.56	37,068.97-45,057.56
M3	38,181.04	40,090.08	42,094.60	44,199.32	46,409.29	38,181.04-46,409.29
M4	39,326.47	41,292.79	43,357.44	45,525.31	47,801.58	39,326.47-47,801.58
M5	40,506.25	42,531.56	44,658.15	46,891.06	49,235.62	40,506.25-49,235.62
M6	41,721.45	43,807.52	45,997.89	48,297.79	50,712.69	41,721.45-50,712.69
M7	42,973.09	45,121.76	47,377.83	49,746.72	52,234.06	42,973.09-52,234.06
M8	44,262.28	46,475.40	48,799.16	51,239.12	53,801.08	44,262.28-53,801.08
M9	45,590.15	47,869.65	50,263.16	52,776.29	55,415.11	45,590.15-55,415.11
M10	46,957.85	49,305.75	51,771.04	54,359.59	57,077.56	46,957.85-57,077.56
M11	48,366.60	50,784.92	53,324.17	55,990.39	58,789.89	48,366.60-58,789.89
M12	49,817.60	52,308.47	54,923.90	57,670.09	60,553.60	49,817.60-60,553.60
M13	51,312.13	53,877.73	56,571.62	59,400.18	62,370.21	51,312.13-62,370.21
M14	52,851.48	55,494.05	58,268.76	61,182.20	64,241.31	52,851.48-64,241.31
M15	54,437.02	57,158.87	60,016.82	63,017.68	66,168.55	54,437.02-66,168.55
M16	56,070.14	58,873.65	61,817.31	64,908.20	68,153.61	56,070.14-68,153.61
M17	57,752.24	60,639.86	63,671.84	66,855.45	70,198.22	57,752.24-70,198.22
M18	59,484.80	62,459.05	65,582.01	68,861.10	72,304.17	59,484.80-72,304.17
M19	61,269.35	64,332.83	67,549.46	70,926.93	74,473.28	61,269.35-74,473.28
M20	63,107.43	66,262.80	69,575.94	73,054.74	76,707.47	63,107.43-76,707.47
M21	65,000.65	68,250.68	71,663.22	75,246.38	79,008.70	65,000.65-79,008.70
M22	66,950.67	70,298.20	73,813.13	77,503.78	81,378.96	66,950.67-81,378.96
M23	68,959.20	72,407.16	76,027.51	79,828.89	83,820.34	68,959.20-83,820.34
M24	71,027.98	74,579.37	78,308.34	82,223.76	86,334.94	71,027.98-86,334.94
M25	73,158.82	76,816.75	80,657.60	84,690.47	88,924.99	73,158.82-88,924.99
M26	75,353.57	79,121.25	83,077.32	87,231.18	91,592.75	75,353.57-91,592.75
M27	77,614.18	81,494.89	85,569.64	89,848.12	94,340.52	77,614.18-94,340.52
M28	79,942.62	83,939.75	88,136.72	92,543.56	97,170.75	79,942.62-97,170.75
M29	82,340.90	86,457.93	90,780.83	95,319.86	100,085.86	82,340.90-100,085.86
M30	84,811.12	89,051.67	93,504.24	98,179.47	103,088.44	84,811.12-103,088.44
M31	87,355.45	91,723.22	96,309.38	101,124.85	106,181.09	87,355.45-106,181.09
M32	89,976.11	94,474.92	99,198.67	104,158.60	109,366.51	89,976.11-109,366.51

M33	92,675.39	97,309.17	102,174.62	107,283.36	112,647.52	92,675.39-112,647.52
M34	95,455.65	100,228.45	105,239.86	110,501.86	116,026.95	95,455.65-116,026.95
M35	98,319.33	103,235.30	108,397.06	113,816.91	119,507.76	98,319.33-119,507.76
M36	101,268.90	106,332.35	111,648.97	117,231.42	123,092.98	101,268.90-123,092.98
M37	104,306.97	109,522.32	114,998.44	120,748.36	126,785.77	104,306.97-126,785.77
M38	107,436.18	112,807.99	118,448.38	124,370.80	130,589.35	107,436.18-130,589.35
M39	110,659.27	116,192.23	122,001.83	128,101.93	134,507.03	110,659.27-134,507.03
M40	113,979.05	119,678.00	125,661.90	131,944.99	138,542.24	113,979.05-138,542.24
M41	117,398.42	123,268.34	129,431.76	135,903.34	142,698.51	117,398.42-142,698.51

An Ordinance Establishing the Classes of Positions, the Maximum Number of Employees and the Number of Employees in Certain Classes in the Water Supply Board and Repealing Ordinance Chapter 2006-18, Approved February 26, 2006, As Amended.

Be it ordained by the City of Providence:

Section 1. The number of employees in the Providence Water Supply Board shall not exceed two hundred sixty five (265) at any one time. Within each of the following classifications, there shall be no more than:

- 1 Account Collector
- 6 Administrative Assistant, WSB
- 4 Aide to Chief Engineer
- 1 Applications/Database Analyst
- 1 Associate Engineer III
- 1 Associate Engineer IV
- 1 Board Counsel
- 1 Budget and Planning Analyst
- 1 Chairman-Water Supply Board
- 1 Chief Engineer/General Manager
- 3 Clerical Coordinator
- 6 Clerk 1
- 1 Collection Officer, WSB
- 2 Confidential Assistant to Chief Engineer
- 1 Controller
- 1 Database Manager

- 1 Dept. Switchboard Operator
- 1 Deputy General Manager, (Admin)
- 1 Deputy General Manager, (Operations)
- 5 Dig Safe Worker
- 1 Director-Commercial Services
- 1 Director-Distribution
- 1 Director-Engineering
- 1 Director-Finance
- 1 Director-Special Projects
- 1 Director-Support Services
- 1 Director-Water Supply
- 1 Draftsman
- 1 Electrical Technician
- 8 Engineer
- 1 Engineering Aide III
- 4 Engineering Project Coordinator
- 1 Engineering Systems Analyst
- 1 Environmental Resource Manager
- 1 Equipment Mechanic
- 1 Equipment Operator
- 1 Forest Supervisor
- 1 CIS Project Manager
- 4 Heavy Equipment Operator
- 2 Inspector
- 1 Instrumentation Technician
- 1 Junior Chemist I
- 1 Junior Chemist II
- 1 Lab Supervisor/Bacteriology-Water
- 1 Lab Supervisor/Chemistry-Water
- 1 Land Management Specialist
- 1 Manager-Accounting

1 Manager-Capital Program
 1 Manager-Construction Services
 1 Manager-Customer Service
 1 Manager-Engineering Customer Service
 1 Manager-Distribution, (Field Services)
 1 Manager-Distribution, (Planning)
 1 Manager-Facilities and Equipment
 1 Manager-Intergovernmental Relations
 1 Manager-Personnel
 2 Manager-Plant Operations
 1 Manager-Records
 1 Manager-Regulatory
 1 Manager-Technical Services
 1 Manager-Safety & Risk
 1 Manager-Security
 1 Manager-Training & Communications
 1 Manager-Water Laboratory
 1 Material Handler
 3 Member-Water Supply Board
 5 Meter Reader I
 15 Meter Reader Technician
 1 Meter Shop Technician
 1 Network Administrator
 1 Network Operations Analyst
 1 Personnel Technician, Water
 1 Plumber
 3 Principal Engineer
 1 Purchasing Agent II, WSB
 7 Raingauge Keeper
 1 Real Estate Administrator
 1 Regulatory Service Supervisor
 3 Sanitarian
 1 Scheduler/Dispatcher
 4 Senior Administrative Assistant
 21 Senior Administrative Clerk, Water
 2 Senior Draftsman-WSB
 3 Senior Equipment Mechanic
 1 Senior Forest Supervisor
 1 Senior Manager of Information Systems
 1 Senior Manager of Personnel
 6 Senior Meter Reader Technician
 2 Senior Supervisor Commercial Services
 1 Senior Switchboard Operator
 1 Senior Technician

0 Senior Technician II (WSB)
 7 Senior Water Plant Mechanic
 3 Senior Watershed Mechanic
 2 Staff Accountant
 3 Supervisor-Accounting
 2 Supervisor-Commercial Services
 3 Supervisor-Facilities & Equipment
 0 Supervisor-Security & Enforcement
 6 Supervisor-Water Maintenance Crew
 5 Supervisor-Water Plant Operations
 1 Switchboard Operator I
 1 System Technical Specialist
 15 Utility Laborer
 6 Utility Maintenance Worker
 2 Utility Maintenance Repairman
 20 Utility Worker
 3 Water Plant Mechanic
 1 Water Plant Operator I
 9 Water Supply Board Clerk
 12 Water System Mechanic
 1 Water Treatment Operator
 1 Water Treatment Operator Class I
 0 Water Treatment Operator Class II
 8 Water Treatment Operator Class III
 1 Watershed Grounds General Foreman
 8 Watershed Inspector
 4 Watershed Mechanic

Section 2. The total number of positions in the classifications of Clerk I, Clerical Coordinator, Senior Administrative Clerk, and WSB Clerk will not exceed 31 positions.

The total number of positions in the classifications Meter Reader I, Meter Reader Technician, Meter Shop Technician and Senior Meter Reader Technician will not exceed 20 positions.

The total number of positions in the classifications Aide to Chief Engineer, Administrative Assistant and Senior Administrative Assistant will not exceed 12 positions.

The total number of positions in the classifications Utility Maintenance Repairman, and Utility Maintenance Worker will not exceed 8 positions.

The total number of positions in the classifications Utility Laborer, Utility Worker and Water System Mechanic will not exceed 34 positions.

The total number of positions in the classifications Watershed Mechanic and Senior Watershed Mechanic will not exceed 5 positions.

The total number of positions in the classifications Water Plant Mechanic and Senior Water Plant Mechanic will not exceed 9 positions.

The total number of positions in the classifications Water Treatment Operator and Water Treatment Operator Class I, II, III. will not exceed 8 positions.

Section 3. This Ordinance shall take effect upon its passage.

An Ordinance in Amendment of Chapter 16, "Offenses and Miscellaneous Provisions", Article V of the Code of Ordinances regarding Graffiti.

Be it ordained by the City of Providence:

Section 1. That Chapter 16, entitled "Offenses and Miscellaneous Provisions", Article V, entitled "Graffiti" of the Code of Ordinances of the City of Providence, Rhode Island is hereby amended as follows:

Sec. 16-141. Definitions:

- (a) "Graffiti" means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance.
- (b) "Graffiti Implement" means any aerosol paint container, a broad-tipped marker, ~~gum, label, paint stick or graffiti stick, or etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.~~
- (c) "Aerosol Paint Container" means any aerosol container that is adapted or made for the purpose of applying spray paint or other substance capable of defacing property.
- (d) "Broad-tipped Marker" means any felt tip indelible marker or similar implement with a flat or angled writing surface that, at its broadest width, is greater than one-fourth (1/4th) of an inch, containing ink or other pigmented liquid that is not water soluble.
- (e) "Etching Equipment" means any tools, device, acid or cream manufactured or sold for the specific purpose of etching glass, metal,

~~stone or other or substance that can be used to make permanent marks on any natural or man-made surface.~~

- (f) "Paint Stick or Graffiti Stick" means any device containing a solid form of paint, ~~chalk, wax,~~ epoxy, or other similar substance capable of being applied to a surface by pressure and leaving a mark thereon, which cannot be removed with soap and water.
- (g) "Person" means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- (h) "Abate" means to effectively remove.
- (i) "Public or Private Property" shall include any building, bridge fence or other structure, any street, alley, sidewalk, or other vehicular or pedestrian right-of-way, any article of street furniture, lamppost, bus shelter, newspaper box, or trash receptacle, any tree, rock, or other natural fixture, any utility or public service equipment, or any other personal property located outdoors, whether publicly or privately owned.

Sec. 16-144. Sale of Graffiti Materials to Minors

- (a) It shall be unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan, otherwise furnish, cause, or permit to be exchanged, given, loaned, or otherwise furnished, any aerosol paint container, broad-tipped

marker, etching equipment, paint stick or graffiti stick to any person under the age of eighteen (18) years without the written consent of the parents or guardian of the person.

- (b) For purposes of this section, bona fide evidence of majority, identity of majority and identity of the person is a document issued by a federal, state, country, or municipal government, or subdivision or agency of them, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the federal Selective Service Act, 50 App. U.S.C. § 451 et seq., or an identification card issued to a member of the armed forces.
- (c) Proof that the defendant, or his employee or agent, demanded, was shown and acted in reliance upon bona fide evidence in any sale transaction forbidden by this Ordinance, shall be a defense to any criminal prosecution for that violation.
- (d) Any person who owns, manages or operates a place of business where aerosol containers of paint capable of defacing property are sold shall conspicuously post notice of this law in the place of business in letters at least three-eighths of an inch (3/8") high.
- (e) Any person who owns, manages or operates a place of business where graffiti implements (as defined in Sec. 16-141) are sold shall be ~~prohibited from displaying~~ display these items either (a) in an area

continuously observable, through direct visual observation or surveillance equipment, by employees of the retail establishment during the regular course of business; or (b) in an area not accessible to the public in the regular course of business without employee assistance. Only the use of facsimiles of graffiti implements, or locked and secured display cases containing graffiti implements, shall be permitted.

(f) Penalties:

1. Any person who sells, displays or stores, or permits the sale, display or storage of any graffiti implements in violation of the provisions of this ordinance shall be fined not more than one hundred dollars (\$100) for each offense.
2. Any person who sells, displays or stores, or permits the sale, display or storage of these products any graffiti implement in violation of the provisions of this ordinance shall be personally liable for all costs, including attorney's fees and court costs, incurred by any party in connection with the removal of graffiti, the repair of any property containing graffiti, or such party's prosecution of a civil claim for reimbursement or damages resulting from such graffiti removal or property repair, arising from the use by any person of such implements in violation of the provisions of this ordinance, provided that

possession of the graffiti implement used is proven to be the result of a specific sale, display or storage violation. Such liability shall not exceed fifteen hundred dollars (\$1,500).

- (g) The severability provision is intended to permit a court to strike a portion of the ordinance that is over broad, vague or otherwise unconstitutional, while upholding the remainder of the ordinance. Severability is intended throughout and within the provisions of the Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction than that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 2. This Ordinance shall take effect upon passage.

An Ordinance Relating to Indemnification.

Be it ordained by the City of Providence:

SECTION 1: The City Clerk, whose job duties are described in Article VI, Section 601 of the Providence Home Rule Charter, and below;

(a) The city clerk shall have the status of a department head and shall have all-powers and perform all duties vested in the office of the city clerk by the provisions of this Charter or otherwise, including, without limitation, the following:

(1) To act as clerk of and to attend all meetings of the city council and to keep a journal of the acts and proceedings thereof. In case of the absence of the city clerk from any meeting of the city council, the first deputy city clerk shall act as city clerk during such absence. In case of the absence of the city clerk and the first deputy city clerk, the second deputy city clerk shall act as city clerk during such absence. If at any meeting of the city council, no person is present as required by this section, the city council shall elect one of its members as clerk pro tempore;

(2) To keep on file all official documents, papers, reports and records of the city as are required by law to be filed in the department of city clerk and the rules, regulations and organizational charts of departments, boards, commissions and other agencies of the city developed pursuant to Article XII, section 1201(c) of this Charter; and to make due provision for public inspection of such papers as are required to be open to inspection pursuant to the provisions of section 1203, of Article XII of this Charter and of applicable state law.

(b) [Division of archives and history.] There shall be a division of archives and history, which shall be a responsibility of the city clerk and shall be part of the department headed by the city clerk. The division of archives and history shall be headed by a city archivist, appointed by the city clerk, who shall be a person with at least a bachelor's degree from an accredited college or university, who shall be trained in history, archival management, library science or some combination thereof, and who shall have had at least five (5) years' experience as an

archivist, manager of records, or equivalent training or experience. The city archivist will serve at the pleasure of the city clerk. The city archivist shall be in charge of the division of archives and history under the general supervision of the city clerk and shall be responsible for the custody, management and preservation of all historical records of the city and of such non current records as shall be transferred to the division by the city clerk or any department or agency of the city. The city archivist shall make provision for access to the materials in the custody of the division, under appropriate conditions and safeguards, to qualified individuals desiring to make use thereof.

The City Treasurer, whose job duties as described in Article VI, Section 602 of the Providence Home Rule Charter, and below;

(a) [Powers and duties.] The powers and duties of the city treasurer shall be, without limitation, the following:

(1) To maintain, independent of the city controller, a schedule of appropriations and allotments as approved by the city council;

(2) To review the decisions of the controller as to the sufficiency's of funds before approving payment of any bill, payroll or other claim, demand or charge against the city;

(3) To maintain records which accurately reflect the financial condition of the city;

(4) To have custody of all public funds belonging to or under the control of the city, or any office, department or agency of city government;

(5) To select depositories from among those financial institutions approved by the finance director pursuant to Article VIII, section 813(a)(6), and deposit all funds coming into the treasurer's hand in such depositories, subject to the requirements of all as to surety and the payment of interest on deposits; but all such interest shall be the property of the city, and shall be accounted for and credited to the proper account;

(6) To have custody of all investments and invested funds of the city government, or in possession of such government, in a fiduciary capacity, and have the safekeeping of all bonds and notes of the city and the receipt and delivery of city bonds and notes for transfer, registration, or exchange;

(7) To supervise the preparation of bond ordinances, bonds, advertisements for sale of bonds and delivery of bonds, subject to provisions of state law and city ordinance.

The Internal Auditor, whose job duties as described in Article VIII section 816 of the Providence Home Rule Charter, and below;

(a) Powers and duties of the internal auditor. The powers and duties of the internal auditor shall be, without limitation, the following:

(1) To perform audits of all offices, departments and other agencies of the city, and additional audits as directed by the president of the city council or by resolution of the city council;

(2) To report the findings of such audits to the city council at least quarterly;

(3) To issue a report to the city council at least annually on all operations of the city;

(4) To submit such reports and financial data, information and statements to the city council as it may from time to time require;

(5) To perform such other duties as may be assigned by ordinance and perform other auditing services of an official nature as may be required by the city council.

SECTION 2: It is critical that these officers be able to discharge their Charter directed duties as well as issue reports or statements without prior restraint, such as litigation, for the performance of their duties.

(1) The above stated positions are elected by the Providence City Council.

(2) The City of Providence shall indemnify, exonerate and/or hold harmless these Charter officials for any and all liability resulting from their faithful performance of their charter duties.

(3) This indemnity does not cover a liability of an intentional act of the officer or bad faith intended to cause harm.

SECTION 3: This Ordinance Shall take effect upon passage

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters and Moves Passage of

the Several Ordinances the Second Time, seconded by COUNCILWOMAN WILLIAMS, by the Following Roll Call Vote:

AYES: COUNCIL PRESIDENT LOMBARDI, COUNCILMEN ALLEN, APONTE, BUTLER, DeLUCA, COUNCILWOMAN DIRUZZO, COUNCILMEN HASSETT, IGLIOZZI, JACKSON, LUNA, MANCINI, COUNCILWOMAN ROMANO,

COUNCILMAN SEGAL, COUNCIL WOMEN WILLIAMS and YOUNG -15.

NAYES: NONE.

ABSENT: NONE.

The Motion for Passage of the Several Ordinances the Second Time is Sustained.

PRESENTATION OF RESOLUTIONS

COUNCILMAN HASSETT (By Request):

Resolution Requesting the Traffic Engineer to cause the installation of "No Parking Anytime" Signs along Bolston Lane on the easterly and westerly side of the roadway.

COUNCILMAN HASSETT:

Resolution Requesting the Superintendent of Schools to assign a school crossing guard at the intersection of Fillmore Street and Douglas Avenue in favor of safe crossings for students at the Times² Academy located on Fillmore Street.

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters.

COUNCIL PRESIDENT LOMBARDI Refers the Several Resolutions to the Committee on Public Works.

COUNCILMAN MANCINI and COUNCILMAN BUTLER:

Resolution Requesting the intersection of River Avenue and Eaton Street be named the Most Revered John Fabian Cunningham, O.P. Square.

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

COUNCILWOMAN WILLIAMS (By Request):

Resolution Requesting the Chief Electrical Inspector to cause the installation of a light on the pole located in front of 28 Cole Avenue.

Resolved, That the Chief Electrical Inspector is requested to cause the installation of a light on the pole located in front of 28 Cole Avenue.

COUNCILWOMAN YOUNG:

Resolution Requesting the Director of Public Works to cause the repair of potholes in various locations in Ward 11.

Resolved, That the Director of Public Works is requested to cause the repair of potholes in various locations in Ward 11.

Conduit Street

Stewart Street

West Clifford Street & Portland Street

Dudley Street-"Jacqueline M. Clements Memorial Park"

Myrtle Street

307 Blackstone Street

12 & 37 Comstock Avenue

4 Taylor Street

Wesleyan Avenue next to Broad Street side

687 Burnett Street and Public Street

Resolution Requesting the Director of Public Works to cause the removal of the sneakers on the electrical poles and/or wires in various locations in Ward 11.

Resolved, That the Director of Public Works is requested to cause the removal of the sneakers on the electrical poles and/or wires in various locations in Ward 11.

Providence Street-Pole No. 26 and Pole No. 30

Hayward Street-Pole No. 3

Somerset Street-Pole No. 19

Taylor Street-Pole No. 1

Ford Street-Pole No. 7

REPORTS FROM COMMITTEES

COMMITTEE ON CITY PROPERTY

COUNCILWOMAN JOSEPHINE DiRUZZO, Chairwoman

Transmits the Following with
Recommendation the Same be
Severally Approved:

Resolution Authorizing the sale of property
located at 667 Academy Avenue.

Whereas, The procedures set out in Article 416 of the Providence Home Rule Charter have been followed and a Purchase and Sale agreement has been negotiated to sell the City property at 667 Academy Avenue to a private party; and

Whereas, Acting Director of Public Property Alan R. Sepe has requested authorization for sale of said realty in accordance with the terms of the Purchase and Sale Agreement attached as Exhibit "A".

Now, therefore, be it resolved, That this sale is authorized provided that a condition be added to the Purchase and Sale Agreement that the property will not be used as a non-profit corporation or agency and that it will remain on the tax rolls.

13 MULTI UNIT PURCHASE AND SALES AGREEMENT
Rhode Island Association of REALTORS® - Standard Form

1. SALES AGREEMENT ("Agreement") made between City of Providence ("Seller")
whose mailing address is Dept. of Public Property Zip code 02920
and NICOLE M. IZZO ("Buyer")
whose mailing address is 22 HOLLY HILL LANE, CRANSTON RI Zip code 02920
The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property (the "Property"):
Property Address: 673 Academy Avenue
Assessor's Plat: 9 Lot: 10 in the City/Town of: PROVIDENCE, State of Rhode Island, Zip code: 02902

2. Date of this Agreement: The Date of this Agreement shall be the later of: (a) the date on which Buyer signs this Agreement, or (b) the date on which Seller signs this Agreement, as set forth by the Buyer's and Seller's signatures below.

3. Purchase Price: The agreed Purchase Price for the Property \$25,000.00
THREE HUNDRED TWENTY FIVE THOUSAND Dollars ("Purchase Price") of which
\$ 0 has been paid as a deposit upon the execution of this Agreement by Buyer in the form of: none, receipt of which is hereby acknowledged.

\$ 320,000.00 Additional Deposit to be paid on or before SIGNING OF SALE'S AGREEMENT
\$ 320,000.00 Balance of Purchase Price
\$ 325,000.00 TOTAL PURCHASE PRICE

4. Closing Date/Place: Closing is to be held on NOVEMBER 30, 2006, at 10:00 A.M. at the office of the Registry of Deeds in which the deed should by law be recorded or at such other time and place as may be agreed to by the parties. The balance of the Purchase Price shall be paid by cash, certified check, and/or bank check. Payment of the balance of the Purchase Price and delivery of deed shall occur at the closing. Buyer and Seller authorize the Closing Agent to release to Broker(s) signed copies of the closing statement(s).

5. Deposits: All deposits and any additional deposit made hereunder (collectively, "Deposits") shall be held in an escrow account as required by Rhode Island General Laws 5-20.5-14(f), by the Principal Broker of Listing Company named below unless mutually agreed otherwise by Buyer and Seller, and, except as otherwise provided herein, shall be duly accounted for at the time of delivery of the deed and applied to the Purchase Price. The refunding of all Deposits shall be upon execution of a written release by Buyer and Seller pursuant to Rule 7 of Commercial Licensing Regulation 11.

6. Deposit Disputes: In the event of a dispute between the Seller and the Buyer as to any provisions of this Agreement or the performance thereof, the holder of said Deposits may retain all Deposits hereunder in said escrow account until the dispute is resolved by the parties, by binding settlement or court judgment, or may place the Deposits with a court of competent jurisdiction, or may release the Deposits upon execution of a written release by Buyer and Seller as permitted by the laws, rules and regulations of the State of Rhode Island; provided, however, that if the allocation of the Deposits remain in dispute 180 days from the date of the original deposit, the Principal Broker of Listing Company shall transfer the Deposits to the General Treasurer of Rhode Island pursuant to Rule 7 of Commercial Licensing Regulation 11.

7. Waiver of Mortgage Contingency: If initiated by Buyer, this Agreement is not contingent upon financing and Section 3 of this Agreement shall not apply. However, Buyer reserves the right to finance any portion of the Purchase Price (Initials of Buyer) NI

8. Mortgage Contingency: Notwithstanding any other provisions of this Agreement, and unless the Buyer waives this mortgage contingency in writing, this Agreement is subject to the issuance of a commitment letter by an institutional mortgage lender or mortgage broker ("Lender") to the Buyer not later than NOVEMBER 15, 2006, ("Contingency Date") in which the Lender agrees to lend up to \$ 295,000.00 at an initial rate of interest not to exceed PREV points. The Buyer and Seller agree to the following conditions:
(a) The Buyer must apply for such mortgage within 5 days after the Date of this Agreement. If the Buyer fails to make formal application by said date, the Buyer shall be in default of this Agreement, shall forfeit all Deposits, and this Agreement shall be deemed null and void.
The Buyer is to notify the Seller or Listing Agent of the identity of each Lender to whom the Buyer has made such application within four (4) days after the Date of the Buyer's application. The Buyer hereby authorizes the Seller and/or Listing Agent to contact any such Lender(s) to confirm the status of the Buyer's application.
(b) Within four (4) days of receipt of a written commitment or denial for each mortgage, but in no event later than the Contingency Date above, the Buyer agrees to provide a copy of such commitment or denial to the Seller or Listing Agent.

BUYER'S INITIALS NI SELLER'S INITIALS _____

Copyright © 2004 Rhode Island Association of REALTORS® 04/00/01 10-122 Rev. 12/04 Page 1 of 1

which the deed is delivered; the installment due in that year shall be apportioned in the same manner as above provided for taxes and Buyer shall pay or assume the balance, except where local ordinances require otherwise.

13. Buyer/Seller Information

(a) Insurance: It is strongly recommended that a buyer determine as soon as possible whether an insurance underwriter is available to insure the property. Insurance availability and cost will vary based on the different characteristics and location of the property.

(b) Lead Contamination: "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

(c) Non-Resident Landlord: R.I.G.L. 34-18-2.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island or corporation authorized to do business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

(d) Ordinances: Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances. It is recommended that Buyer obtain a zoning certificate from the municipality to verify the number of units.

(e) Private Well Water: R.I.G.L. 5-20-8-12 gives buyers the right to test the water quality of a private well in accordance with regulations established by the RI Department of Health pursuant to R.I.G.L. 23-1-5.3.

(f) Radon Gas: Radon has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable.

(g) Restrictions or Legislative/Governmental Action: Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which would affect the use of the Property.

(h) Wetlands: The location of coastal wetlands, bays, fresh water wetlands, ponds, marshes, rivers, creeks or swamps, and the associated buffer areas may impact future property development. If known, Seller must disclose to the Buyer any such determination on all or part of the land made by the Department of Environmental Management.

14. Additional Seller Disclosures

(a) Smoke/Carbon Monoxide Detectors: R.I.G.L. 23-28.1 requires certain residential dwellings to be equipped with an approved smoke detector and carbon monoxide detector system. It is the responsibility of the Seller of a two or three unit dwelling to deliver the Property at the closing in compliance with such law along with a smoke detector and carbon monoxide detector certificate dated no earlier than 60 days before the closing.

The parties should be aware of these and other changes to Rhode Island fire safety laws for residential dwellings. 3 units: interconnected smoke detectors must be installed effective July 1, 2008.

4 and above units: must comply with all applicable fire codes and regulations.

(b) Non-Resident Withholding Requirement: If the Seller is not a resident of the State of Rhode Island or will not be a resident at the time of the closing, the Buyer must withhold six (6%) percent of the net proceeds to the Seller (9% if the Seller is a corporation), in accordance with R.I.G.L. Section 44-30-71.3, as may be amended from time to time, and pay such amount to the Division of Taxation as a non-resident withholding requirement. In order to have such withholding based on gain rather than net proceeds of sale, Seller must submit an election form to the Division of Taxation at least twenty (20) days prior to closing. Seller agrees to pay the entire amount of such withholding found to be due at or after the closing, whether or not such withholding was correctly calculated at the closing, it being understood that the withholding shall not exceed the amount of net proceeds to Seller. This liability shall survive the transfer of title to the Property and shall be a lien against the Property. The Seller should consult with an attorney or tax professional.

(c) Foreign Investment in Real Property Tax Act ("FIRPTA"): The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and, accordingly, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing. The Seller should consult with an attorney or tax professional.

(d) Possession: The Property is being sold in "AS IS" condition and Buyer represents that it has not relied on the oral representations of the Seller, or the Broker(s) or their agents as to the character or quality of the Property. Unless mutually

agreed, the Seller's initials are U and the Buyer's initials are U. Copyright © 2006 Rhode Island Association of REALTORS®. FORM # 685 (12/06) REV. 12/06. Page 3 of 4

substantial/materially deficient condition(s) to Seller within seven (7) days after Buyer has obtained a copy of said report (Buyer's receipt of said report shall be governed by Section 21 of this Agreement), may:

(a) Allow the Seller the opportunity to cure such deficient condition(s) by providing a written list of those items Buyer requests Seller to correct, whereupon Seller shall be given seven (7) days after receipt of the report: and upon request to notify, per Section 21, Buyer in writing if Seller agrees, at Seller's own expense, to correct the deficient condition(s). Buyer and Seller should mutually agree prior to any work being performed what each other's obligations will be subsequent to such performance.

(b) If Seller does not so agree or perform, and the Buyer has not waived this contingency in writing, this Agreement shall be null and void and Deposits made hereunder shall be refunded, or:

(c) Terminate this Agreement by notifying the Seller in writing within seven (7) days of receipt of the inspection report, whereupon this Agreement shall be null and void and Deposits made hereunder shall be refunded.

(d) Buyer and Seller may agree to prorate the cost of correcting said existing, substantial/materially deficient condition(s). Said corrections are to be performed by a recognized and reputable contractor to accepted industry standards or as otherwise mutually agreed.

Notwithstanding the foregoing, the Buyer may waive this contingency and accept the Property in "AS IS" condition. Having been informed of the right to test/inspect, the Buyer elects not to have any

initials of Buyer U test/inspection(s) performed.

Deficient condition(s) is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that, if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Property. Deficient condition does not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Agreement.

20. Further Assurances: Each of the parties hereto agrees to execute and deliver such other documents, instruments, and affidavits as may reasonably be required to effect the transaction contemplated herein, including without limitation, any affidavits and agreements which may be required by the Lender or the title insurance company.

21. Notices: All notices as required in this Agreement shall be in writing. All notices are to be conveyed by mail, personal delivery, electronic transmission, or fax. Notices shall be effective when postmarked, upon personal delivery, upon electronic transmission date, or upon fax transmission date. Notices to the Seller shall be sent or delivered to the Seller at the address in Section 1 of this Agreement and the Listing Agent at the address below. Notices to the Buyer shall be sent or delivered to the address that appears in Section 1 of this Agreement and to the Agent of the Cooperating Company, if any, at the address below.

22. Default: Upon default by the Buyer, the Seller shall have the right to retain the Deposits, such right to be without prejudice to the right of the Seller to require specific performance and payment of other damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default. If the Seller shall default in the performance of this Agreement, all Deposits shall be promptly returned to Buyer, and Buyer may pursue any and all remedies available to it at law or equity, including but not limited to specific performance. All disputes between the Buyer and Seller over the disposition of the Deposits shall be governed by Section 6.

23. Assignment: This Agreement may be assigned by either party without written consent of the other, and shall be binding upon the assigns of the parties hereto. However, this Agreement may not be assigned without the express written consent of the Seller.

24. Accurate Disclosure of Selling Price: The Buyer and Seller certify that this Agreement accurately reflects the gross sales price as indicated in Section 3 of this Agreement. The Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

25. The following Addendum (a), is made a part of this Agreement:

BUYER'S INITIALS U SELLER'S INITIALS U Copyright © 2006 Rhode Island Association of REALTORS®. FORM # 685 (12/06) REV. 12/06. Page 3 of 4

26. Additional Provisions

27. Brokerage Agency Confirmation Clause

Name of Listing Agent	License #	Name of Cooperating Agent, if not the same as Listing Agent	License #
of	of	of	of
Listing Company	Phone Number	Cooperating Company	Phone Number
Address		Address	
is the agent of: () the Seller exclusively, or () both the Buyer and Seller		is the agent of: () The Buyer exclusively, or () the Seller exclusively, or () both the Buyer and Seller	
This Agreement was prepared by: Listing Agent above		Cooperating Agent above, or	
Name		Address	

It is understood that a previously agreed upon broker's fee is to be paid to the Listing Broker at the time of closing from the Deposits held in the escrow account. If the deposit holder is other than the Listing Broker, said Deposits are to be brought to the closing, unless otherwise provided. If the Deposits are insufficient for the complete payment of the brokerage commission, such additional funds which are due are to be paid/accounted for prior to the recording of the Deed.

28. Construction of Agreement: This Agreement has been executed in one or more counterparts and each shall be deemed to be an original. If two or more parties are named herein as Seller or Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days.

29. Entire Agreement: We, the parties hereto, each declare that this instrument contains the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties. WITNESS the signatures of the above parties on the date(s) set forth below.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

BUYER	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE

This form is protected by the federal copyright laws and is for exclusive use by Rhode Island REALTORS®.

Copyright © 2006 Rhode Island Association of REALTORS®. FORM # 685 (12/06) REV. 12/06. Page 3 of 4

(c) If the Buyer applies for a mortgage within the terms and amount set forth above and receives a written denial of such mortgage, then, upon providing a copy of the denial to the Seller or Listing Agent by the Contingency Date or extension thereof, this Agreement shall be declared null and void and all Deposits made hereunder shall be refunded.

(d) In the event the Buyer has received notice from a lender that it has denied the Buyer's mortgage application, the Buyer shall, by the Contingency Date, and by written notice to the Seller or Listing Agent, request to extend the time for the delivery of a copy of the written commitment or denial until the time specified in the lender's denial. If the Buyer does not extend the Contingency Date, this Agreement shall be null and void and all Deposits made hereunder shall be refunded.

(e) In the event the Buyer has not provided a copy of the written commitment to extend the Contingency Date and has not given written notice as specified in (d) to the Seller or Listing Agent by the Contingency Date or extension thereof, then the Buyer shall be in default of this Agreement, shall forfeit all Deposits, and this Agreement shall be deemed null and void.

(f) Nothing herein shall be deemed to limit the right of the Buyer to obtain a mortgage in a greater or lesser amount than set forth above, however, the contingency set forth in this Section 8 shall apply (SNA) if the Buyer applies for a mortgage not greater than the amount set forth above.

9. Insurance/Risk of Loss: Seller shall keep the Property insured at its own expense, until the delivery of the deed or until the Buyer's closing. Seller shall keep the Property insured at its own expense, until the delivery of the deed or until the Buyer's closing. In the event of any loss, the Seller shall pay over or assign to the Buyer or upon payment of the balance of the Purchase Price all sums recovered on account of said insurance, or the Buyer may, at its option, terminate this Agreement and the Deposits shall be refunded to the Buyer, unless the Seller has received the Property substantially as to the terms contained.

10. Fixtures: Included in this sale as part of the Property are the buildings, structures and improvements, as well as, window shades, screens, screen doors, storm windows and doors, awnings, shutters, electric and other lighting fixtures, outside television antennas (including tower and coaxial), garage door openers and controls, fireplaces, fences, gates, trees, shrubs and plants in the yard, and if built in, an condominium equipment, garbage disposal and dishwashers. (Any items deleted from this paragraph are not included in the sale.)

The following fixtures which are owned by the Seller are not included in the sale: (a) furniture, appliances, and other personal property; (b) items excluded from the sale.

11. Title: Seller covenants and warrants that it is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient WARRANTY deed of the Seller, conveying a good, clear, marketable, and marketable title to the Property, free from all encumbrances, except as may be acceptable to Buyer and Buyer's Lender, if any, and except easements, restrictions of record and municipal regulations, if any. Buyer may at its own expense conduct a title examination of the Property. Buyer shall notify Seller of any defects in title disclosed by such examination. If Seller is unable to remove such defects, Buyer shall have the option to (a) accept the title as is or (b) terminate this Agreement and the Deposits shall be refunded to the Buyer.

12. Taxes, Adjustments, Other Assessments: (a) Taxes: Real estate taxes and death taxes are to be prorated on a calendar year basis, except in those states in which taxes are levied on a fiscal year basis (e.g., Barrington, Middlefield, Newport, Portsmouth, Westport, etc.), with the Seller paying for the period up to the date of delivery of the deed and the Buyer paying the balance of taxes due. All other taxes which are a lien upon the Property shall be paid by the Seller at the time of the delivery of the deed.

(b) Adjustments: Resc, fees, water charges, association fees and sewerage charges shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: All assessments constituting a lien on the Property which are payable over a period of more than one year shall be apportioned in such manner that Seller shall pay installments due during the normal year term of the year in which the assessment is levied.

BUYER'S INITIALS U SELLER'S INITIALS U Copyright © 2006 Rhode Island Association of REALTORS®. FORM # 685 (12/06) REV. 12/06. Page 3 of 4

which the deed is delivered, the installments due in that year shall be apportioned in the same manner as above provided for, and Buyer shall pay or assume the balance, except where local ordinances require otherwise.

13. Buyer/Seller Information

(a) Insurance. It is strongly recommended that a buyer determine as soon as possible whether an insurable interest, satisfactory to the Buyer, can be obtained. Insurance availability and cost will vary based on the different characteristics and location of the property.

(b) Lead Contamination. "Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

(c) Non-Resident Landlord. R.I.G.L. 34-18-22.3 requires a residential landlord who is not a resident of the state of Rhode Island to designate an agent for "service of process" who is a resident of Rhode Island in compliance with the rules of the business in Rhode Island. This designation must be filed with the Secretary of State and the clerk of the municipality where the property is located.

agreed otherwise, full possession of the Property free of all tenants, occupants and personal possessions (except as provided below) is to be delivered to the Buyer house clean and free of debris at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, except for reasonable wear and tear and/or any improvements or repairs required by this Agreement. The Buyer shall be entitled to a re-inspection of the Property prior to the delivery of the deed in order to determine whether the condition of the Property complies with the terms of this paragraph.

EXCEPTIONS:

16. Tenancies: (a) The Seller shall provide Buyer with a copy of all written leases in effect at the time this Agreement is signed. If the terms of the rental agreement are not written, Seller shall provide Buyer a written statement providing the name of the tenant, the amount of the annual rent, the date when the security deposits held and the responsibilities of the parties for utilities, parking, and other terms of the agreement at the time this Agreement is signed. The Buyer shall have ten (10) days to review any leases and rental agreements in order to confirm leases or rental agreements substantially comply with the representations of the Seller.

(b) The Seller shall transfer all security deposits to Buyer at the time of closing.

(c) All rents shall be considered current as of the date of the closing and will be prorated according to the terms of the rental agreement.

(d) The Seller shall deliver to Buyer a letter to each tenant notifying them of a change in ownership and an address where subsequent rental payments are to be sent and the amount of the security deposits being transferred to Buyer, if any.

(e) The Seller shall provide Buyer with current contact information for all tenants occupying the property at the time of the closing.

17. Written Notice of Violations and Change in Ownership: If there is any notice of violation order outstanding against the Property, Seller shall immediately provide written notice to the Buyer and each tenant of the Property with a true copy of any notice of violations or orders issued and notify the enforcing officer in writing of Seller's intent to transfer the property.

18. Receipt and Acknowledgment of RI Disclosure Forms and Notices: Buyer acknowledges that it received the following forms (unless exempted by law):

- _____ Rhode Island Real Estate Sales Disclosure Form prepared by the Seller
- _____ Agency Disclosure
- _____ Seller's Lead Disclosure
- _____ Pamphlet "Protect Your Family from Lead in Your Home" that includes R.I. section "When You Should Know About the RI Lead Law"
- _____ Fact Sheet "Requirements for New Owner of Rental Properties" or "Requirements for Property Owners Who Own Ten or More Residential Rental Units" (Housing Resources Commission/R.I. Department of Health), whichever is applicable

19. Inspections: Notwithstanding anything to the contrary in Section 13 of this Agreement, Buyer may, at the Buyer's expense, choose to have any or all of the following inspections conducted as part of this Sales Agreement: The Buyer shall have ten (10) calendar days from the date of this Agreement to conduct these inspections ("Inspection Period"). The Buyer's contingency shall be deemed to be waived. If there is a delay in the receipt of the inspection report, the seller's liability of the inspection to complete the inspection, the Inspection Period shall be extended for a reasonable time, not to exceed seven (7) calendar days. If requested, the inspector shall provide the Buyer with an explanation of the delay, which shall be made available to the Seller. Buyer authorizes release of all inspection reports to the Agent representing the Buyer.

		INSPECTIONS TO BE CONDUCTED:						
	YES	NO		YES	NO		YES	NO
Pest Infestation	_____	_____	Wetlands	_____	_____	Physical/Mechanical	_____	_____
Septic System	_____	_____	Hazardous Substances	<u> X </u>	_____	Well Water	_____	_____
Flood Plain	_____	_____	Radon Gas	_____	_____	Lead Contamination	_____	_____
Other	_____	_____						
NOTICE: to waive lead and/or well water inspections, Buyer must sign and return this form to the Seller.								

NOTICE: In water lead and/or well water inspections, Buyer must initial below.

Initials of Buyer: _____ Having been informed of a 10-day right to rescind for the presence of lead, the Buyer elects not to have any test(s) inspection(s) for lead performed.

Initials of Buyer: _____ Having been informed of a 10-day right to rescind for the water quality of a private well in accordance with RI Department of Health regulations, the Buyer elects not to have any water quality test(s) performed.

Additional Inspection Provisions: _____

If any inspection by a recognized and reputable inspector or inspection company, performed within the Inspection Period, discloses any existing, substantial/materially deficient condition which has not been disclosed to the Buyer prior to the execution of the Agreement, the Buyer, upon providing the inspection report verifying and certifying the same, shall have the right to rescind this Agreement.

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____

Copyright 2004 Rhode Island Association of REALTORS. Printed in RI. Page 1 of 2

Providence Water

August 22, 2006

Council President John J. Lombardi
Providence City Council
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Council President Lombardi:

The Providence Water Supply Board has authorized the renewal of the lease between St. Joseph's Church, located in Scituate, and Providence Water. City Council approval needed before we can proceed further.

We are requesting that this matter be put on the City Council docket for the September 7, 2006 Council meeting. Enclosed is a copy of the signed Certificate of Secretary.

If you have any questions, please contact me at 521-6300, ext. 7197.

Respectfully,

PROVIDENCE WATER SUPPLY BOARD

Carissa R. Richard, Board Secretary

cc: Anna Stetson, City Clerk

Communication from Carissa R. Richard, Board Secretary, Providence Water, dated August 22, 2006, requesting the renewal of the lease between St. Joseph's Church, located in Scituate, and the Providence Water Supply Board.

CERTIFICATE OF SECRETARY

I, Carissa R. Richard, do upon oath, say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.
2. That at the regular monthly meeting of the PWSB held on Wednesday, May 17, 2006, the following was voted:

RESOLVED:

1. That the Board of Directors voted to authorize the renewal of the lease between Providence Water and St. Joseph's Church located in Scituate; and
2. That in consideration for this lease for a total of 0.46 acres of Providence Water property located in Scituate, St. Joseph's Church will pay the annual taxes on the land and pay the nominal fee of \$1.00 to Providence Water for a term to expire on December 31, 2015; and
3. That a provision is included in the lease which requires St. Joseph's Church to secure liability insurance on the leased land; and
4. That a provision is included in the lease which requires St. Joseph's Church to install oil/water separator catch basins at locations in the parking lot to be determined by Providence Water staff; and
5. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer


through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

In Witness Whereof, I have set my hand this 5 day of June, 2006.

Carissa R. Richard, Secretary
Providence Water Supply Board

STATE OF RHODE ISLAND
PROVIDENCE, sc.

In Providence on the 5 day of June, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.


Notary Public:
My Commission Expires: 6-18-09

MEMORANDUM

TO: PROVIDENCE WATER SUPPLY BOARD
FROM: Paul J. Gadoury, Director of Engineering
DATE: October 27, 2005
RE: St. Joseph's Church Lease

Purpose

For the Board of Providence Water to grant approval for the renewal of the lease between Providence Water and St. Joseph's Church.

Analysis

For the past 50 years the Church has leased a small parcel of land (0.46 acre), from Providence Water which has been used as a parking lot for their parishioners. The lease was under an agreement dated July 1, 1955. This lease expired on June 30, 2005. The Church continues to utilize this area for the same purpose as it has for the past 50 years and has requested the renewal of this lease. The term of the prior lease was that Church paid Providence Water the annual sum of \$1.00 plus the pro-rated value of the property taxes for the .46 acre area.

We have reviewed the request of the Church and find no reason to object to its renewal. We also find that with the Church's longstanding dependence on this parking area, loss of its use would cause a hardship to the Church. We are recommending renewal of the lease under the same terms as the prior lease for the period of time extending to December 31, 2015.

Financial Impact

The Church will pay Providence Water the annual sum of \$1.00 plus the pro-rated value of the property taxes. In 2005 this amounted to the sum of \$68.04.

Recommendation

That the Board approve renewal of the lease with St. Joseph's Church for a period to expire on December 31, 2015, for the annual compensation to Providence Water of the sum of \$1.00 plus the pro-, rated value of the property taxes on the parcel and that the Board authorize the General Manager to process the lease to the City Properties Committee of the City Council of the City of Providence, and authorize the necessary recordings.

Recommended for Approval:

Boyce Spinelli
Acting General Manager

Saint Joseph's Church
PO Box 236 144 Danielson Pike
North Scituate, Rhode Island 02857-0236

Rev. Roger A. Houle, Pastor

March 8, 2005

Mr. Robert J. Kilduff
Chief Engineer
Providence Water Supply Board
552 Academy Avenue
Providence, RI 02908

Dear Mr. Kilduff:

On behalf of St. Joseph Church in Scituate, RI, I am requesting a renewal of the lease between the Church and the Providence Water Supply Board. As I'm sure you know, for the past 50 years our Parish has leased property adjacent to our Church and rectory for use as a parking lot. The current lease expires on July 1, 2005. This land is vitally important to our parish as it comprises the vast majority of the available parking for our parishioners attending regular services and other activities. Additionally, the lack of access to the parking lot would undoubtedly contribute to significant public safety concerns, as more parishioners would be forced to park on the streets.

We would hope to enter into another long term lease of not less than 15 years. Assuming a new lease is executed, it's our intention to completely resurface the existing parking lot which is very much in need of repair. Prior to any resurfacing, we would

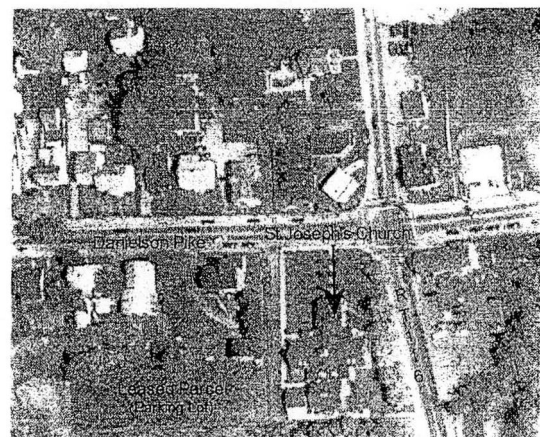
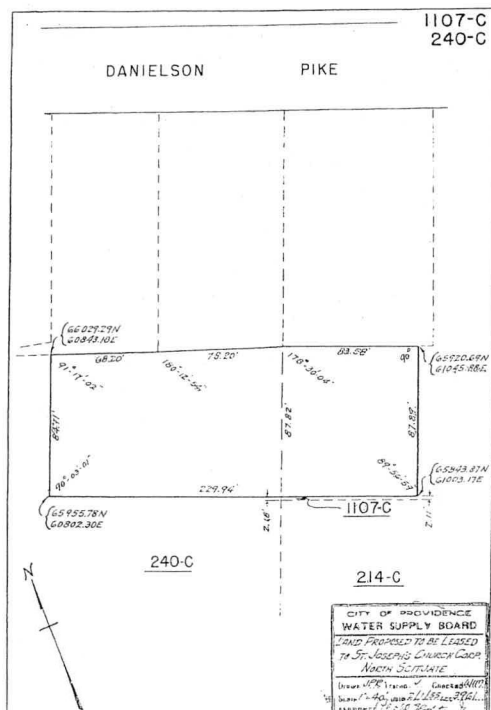
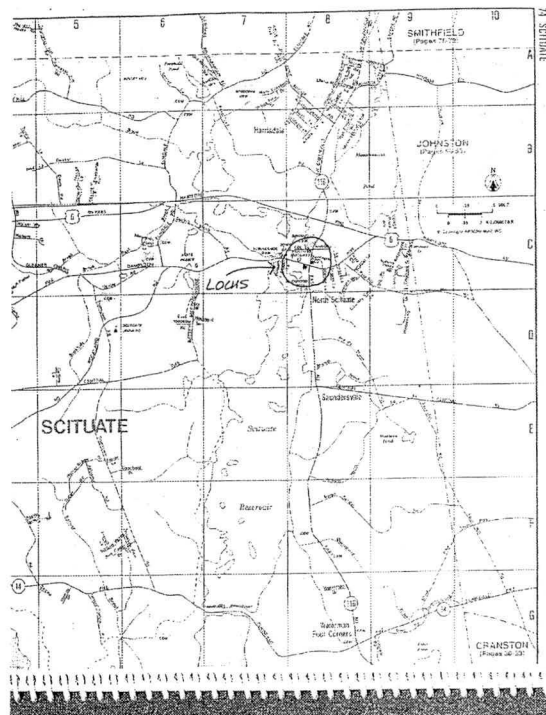
certainly be willing to meet with representatives from the Providence Water Supply Board in order to address any environmental concerns you may have. We would also expect to be responsible for any permitting or other regulatory requirements associated with the resurfacing project.

We do appreciate your assistance on this matter and look forward to a continued harmonious relationship with the Providence Water Supply Board.

Sincerely,

Rev. Roger Houle

CC: Jacqueline Brosco Telephone 401 647 2255
Fax 401 647 2968



Certificate of Coverage					Date: 7/1/2006
Certificate Holder Diocesan Service Corporation One Cathedral Square Providence, RI 02865		This Certificate is issued as a matter of information only and confers no rights upon the holder at this certificate. This certificate does not amend, extend or alter the coverage afforded below.			
Covered Location St. Joseph Church P. O. Box 256 North Scituate, RI 02875		Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY 1250 OLD HELL RD ORAHA, NE 68134			
Coverage Description This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.					
Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limit	
Property				Real & Personal Property	
General Liability				General Aggregate 2,000,000 Products & Completed Agg Personal & Adm Injury Each Occurrence 500,000 Fire Damage (only for real) Med Exp (only for personal)	
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Change Made	8594	7/1/2005	7/1/2006		
Excess Liability	8594	7/1/2005	7/1/2006	Each Occurrence 1,500,000	
Other				Auto Insurance	
Description of Operations to which this Special Form Coverage only extends for claims arising out of St. Joseph Church's use of the parking lot adjacent to the church for the term of the certificate.					
Address of Protected Person(s) City of Providence Providence Water Supply Board, its officers and agents 552 Academy Avenue Providence, RI 02908		Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
01072000731		Authorized Representative: <i>Joseph T. Zwingge</i>			

ENDORSEMENT
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2005 Charge _____ Credit _____
 Cancellation Date of Endorsement: 7/1/2006
 Certificate Holder: Diocesan Service Corporation
 One Cathedral Square
 Providence, RI 02865

Certificate No. 8594 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement, and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
 City of Providence
 Providence Water Supply Board, its officers and agents
 552 Academy Avenue
 Providence, RI 02908

Remarks: Coverage only extends for claims arising out of St. Joseph Church's use of the parking lot adjacent to the church for the term of the certificate.

Joseph T. Zwingge
 Authorized Representative

PKS 122 (1-99)

Jackie Brosco -

From: "maria lopes" <mlopes@conversent.net>
 To: "Jackie Brosco" <jbrosco@provwater.com>
 Date: 4/4/2006 1:52:41 PM

I have reviewed the lease for St. Joseph's Church and it is ok as written with the exception that the "or" should be deleted from the sentence in A.1. If you have any other questions, please give me a call.

Fernando

LEASE

Draft

This Lease is made and entered by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly the State of Rhode Island on behalf of the Providence Water Supply Board ("Landlord") and the ST. JOSEPH CHURCH, A Rhode Island corporation created by the General Assembly of the State of Rhode Island ("Tenant");

W I T N E S S E T H:

The Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord upon the terms and conditions hereunder stated, the premises located on Danielson Pike, more particularly described as "Parcel A" on Schedule 1 attached hereto and made part here of (the "Premises").

TO HAVE AND HOLD the Premises, with all the rights and privileges thereof unto the Tenant, its successors and assigns for and during the term commencing on the effective date of the execution of this agreement by the undersigned and continuing through the day of _____, 20??.

Yielding and paying therefore in lawful money the sum of _____ to be duly paid within one (1) month of the date due.

A. The Tenant covenants that during the terms of this Lease and any extensions or renewals thereof:

1. That it will use and occupy the Premises for its religious and charitable purposes and no other purpose whatsoever.
2. That it will observe and abide by all statutes, law, ordinance, rules and regulations which are now in force, or which may be hereafter enacted with respect to such occupancy.
3. That it shall not use the Premises, or any part thereof, for any lawful business or any unlawful purpose whatsoever, and that it will preserve the peace and maintain good on the Premises at all times.
4. That it will not assign, or part with the possession of the whole or any part of the Premises without first obtaining the written consent of the Landlord.

5. That it will install, within one year of the execution of the lease agreement, up to three (3) oil/water separator catch basins along the southerly edge of the parking lot that will intercept the parking lot runoff prior to its off-site discharge to the adjoining Todd Pond, along with the installation of riprap outlet aprons at each point of discharge to protect against soil erosion, said drainage improvements to be of a design and at locations as determined to be necessary by Providence Water, and that it will properly inspect, maintain, and remove accumulated sediment and debris from such oil/water catch basins on a regular basis as may be needed, but not less frequently than once every six months.

6. That it agrees that any buildings or any improvements now or hereafter erected on the Premises are to be held at the sole risk of the Tenant.

7. That it agrees that it shall, at all times, protect and save, hold harmless and indemnify the City of Providence and the Water Supply Board, its agents, servants and employees against and from all claims, loss, costs, damages or expenses including attorney's fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by the Tenant or the Tenant's agents, employees, servants, invitees, or visitors. In addition, the Tenant shall maintain One Million (\$1,000,000.00) Dollars in liability insurance to protect the Landlord from all claims for personal injury, including death. Tenant shall file Certificates of this insurance with Landlord and said policy shall name "The City of Providence, Providence Water Supply Board, its officers and agents" as additional insured parties.

B. The parties understand and agree that upon any violation of the aforesaid conditions or covenants, the Landlord or any agent to the authorized, shall be at liberty to terminate this Lease, and may thereupon lawfully, immediately or at anytime thereafter, and without notice or demand, enter into and upon the Premises and repossess the same as of their former estate.

C. It is also understood and agreed by and between the parties that if the Tenant shall not within six (6) months from and after the expiration or termination of this Lease remove any and all buildings, structures or other improvements now or hereafter erected on said premises by the Tenant, the same shall become and be the sole and lawful property of the Landlord.

D. It is further understood and agreed between the parties that all buildings and improvements erected or placed upon the Premises are and shall be pledges for the payment of all rents accruing or owing under this Lease.

E. If at any time in the opinion of the Water Supply Board of the City of Providence, the occupation or manner of use of the premises causes, or in the opinion of the said Board, is liable to cause the waters of the reservoir or its rivers branches and tributaries to become polluted, the Water Supply Board may at any time terminate this Lease by written notice to such effect given at least thirty (30) days prior to such termination.

IN TESTIMONY WHEREOF, THE CITY OF PROVIDENCE, has caused these presents to be executed and its corporate seal to be hereunto affixed by David N. Cicilline, its Mayor, thereunto duly authorized by City Council, Resolution Number _____ approved _____, 2006; and said ST. JOSEPH'S CHURCH has caused these presents to be executed and its seal to be hereunto affixed by, its REVEREND ROGER HOULE, pastor, thereunto duly authorized by a vote.

WITNESS:

CITY OF PROVIDENCE

By _____
DAVID N. CICILLINE

WITNESS:

ST. JOSEPH'S CHURCH

By _____
REVEREND ROGER HOULE

State of Rhode Island
County of Providence

In Providence on the _____ day of _____, 2006, before me personally appeared the above-named DAVID N. CICILLINE in his capacity as Mayor of the City of Providence, to me known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF PROVIDENCE, RHODE ISLAND and he acknowledge said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of said CITY OF PROVIDENCE.

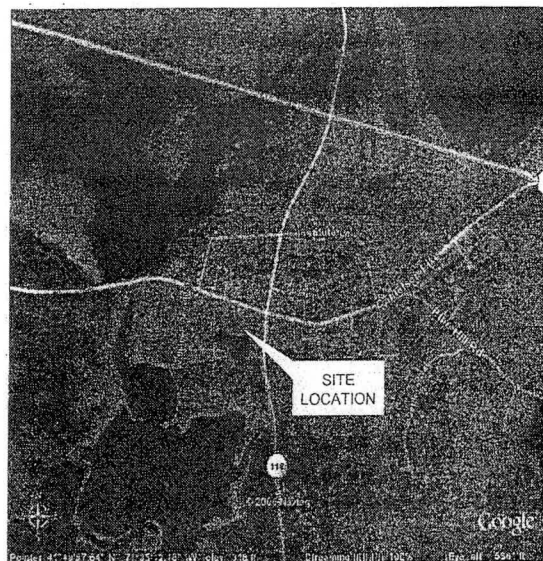
Notary Public
My Commission Expires: _____

State of Rhode Island
County of Providence

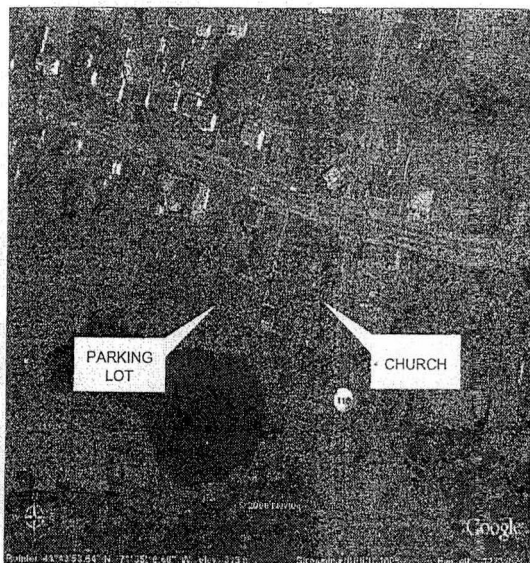
In Providence on the _____ day of _____, 2006, me personally appeared the above-named, REVEREND ROGER HOULE in his capacity as Reverend of the ST. JOSEPH'S CHURCH, to me known by me to be the party executing the foregoing instrument for and on behalf of the ST. JOSEPH'S CHURCH and he acknowledged said instrument by him executed to be free act and deed in his capacity as aforesaid, and the free act and deed of said ST. JOSEPH'S CHURCH.

Notary Public
My Commission Expires: _____

The Water Supply Board approves the within lease.



AERIAL VIEW



AERIAL VIEW

Communication from Carissa R. Richard, Board Secretary, Providence Water, dated August 22, 2006, requesting approval for Mr. Bertram Tivey, Jr., to exchange an area of property that he owns in West Warwick, for an equal abutting area of land in West Warwick which is owned by Providence Water.

Council President John J. Lombardi
Providence City Council
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Council President Lombardi:

The Providence Water Supply Board has approved the request by Mr. Bertram Tivey Jr. exchange an area of property that he owns in West Warwick, for an equal abutting area of land in West Warwick which is owned by

Providence Water. City Council approval is now needed before we can proceed further.

We are requesting that this matter be put on the City Council docket for the September 7, 2006 Council meeting. Enclosed is a copy of the signed Certificate of Secretary.

If you have any questions, please contact me at 521-6300, ext. 7197.

Respectfully,
PROVIDENCE WATER SUPPLY BOARD

Carissa R. Richard, Board Secretary

cc: Anna Stetson, City Clerk

CERTIFICATE OF SECRETARY

I, Carissa R. Richard, do upon oath, say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.
2. That at the regular monthly meeting of the PWSB held on Wednesday, February 15, 2006, the following was voted:

RESOLVED:

1. That Bertram Tivey Jr. wishes to exchange an area of property that he owns for an equal abutting area of property owned by Providence Water; and
2. That the exchange of land will benefit Providence Water by providing greater clearance along our 78" aqueduct; and

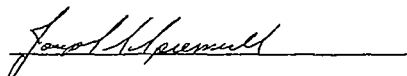
3. That the Board of Directors voted to authorize the request by Mr. Bertram Tivey Jr. to exchange a 4,659 sq. ft. area of property, owned by Mr. Tivey, described as Assessor's Plat 1, Lot 94 and Lot 99 located in the City of West Warwick, for a 4,650 sq. ft. area of property, owned by Providence Water, described as Assessor's Plat 1, Lot 89 located in the City of West Warwick; and
4. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

In Witness Whereof, I have set my hand this 2 day of March, 2006.

Carissa R. Richard, Secretary
Providence Water Supply Board

STATE OF RHODE ISLAND
PROVIDENCE, sc.

In Providence on the 2 day of March, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.


Notary Public:
My Commission Expires: 6-18-09

MEMORANDUM

TO: PROVIDENCE WATER SUPPLY BOARD

FROM: Paul J. Gadoury, Director of Engineering

DATE: October 26, 2005

RE: Exchange of Land in West Warwick

Purpose

For the Board of Providence Water to grant approval of a request by Mr. Bertram Tivey Jr. to exchange, an area of property he that owns for an equal abutting area owned by Providence Water.

Analysis

Mr. Tivey explains that he is requesting this land exchange because his children are grown, married, and he wants to build a house for his son on his abutting property. He has requested to exchange land with Providence Water in order that he can provide driveway access to this piece of land as depicted on the attached maps. Mr. Tivey was born in the house across the street and has lived in this area all his life surrounded by other family members. The Providence Water Supply Board acquired Lot 89 (see attached assessor's Plat Map 1) from Mr. Tivey in 1965 through the eminent domain process for the construction of the 78" aqueduct. The taking of Lot 89 in its entirety has left several other lots owned by Mr. Tivey inaccessible. The as-built position of the 78" aqueduct runs through just a small corner of our Lot 89. Mr. Tivey is proposing to exchange 4,659 sq. ft. from Lots 94 and 99 of his land for 4,650 sq. ft. of our Lot 89. We have reviewed this request and find that this exchange of land would actually provide, us with a greater clearance from our 78" aqueduct to the private property corner of Lot 94 owned by Mr. Tivey in exchange for the conveyance of a portion of our land that is located a far distance from the pipeline and for which we have no use.

Financial Impact

There would be no financial impact to Providence Water.

Recommendation

It is recommended that the Board approve this exchange of land which will be of mutual benefit to both parties and authorize the General Manager to process the land exchange to the City Properties Committee of the City Council of the City of Providence and authorize the necessary recordings.

Recommended for Approval

Boyce Spinelli
Acting General Manager

October 13, 2005

City of Providence Water Authority
Attention: Jacqueline Brosco

Enclosure [1] Proposed Administrative, subdivision drawing: Bertram Jr. and Frances Tivey and City of Providence. As certified by Robert B. Boyer License #1573, professional land surveyor.

Sirs:

Enclosure #1 is respectfully submitted for your review and approval based on the following:

1. At the onset of construction of the present 102" aqueduct. West Warwick tax assessors plat #1 lot #89 was taken from us by the providence water authority thru the eminent domain process. However the as built condition of said aqueduct only cuts thru one [1] corner of lot #89, as depicted on enclosure #1. The taking of lot #89 in its entirety has subsequently land locked the remaining rear property we own i.e.: lots 94,105,104, 93,100 etc.
2. This proposed land trade/swap of a portion of lots #94 and #89 would give us a driveway thru our lot #504 and presently unused portion of lot #89 to the remaining portion of lot #94 and the remaining rear land we own. This would allow a family member of ours access to construct a single family dwelling.
3. The conveyance of 4,659 sq ft. of lot #94 to Providence Water Authority per enclosure # [1] would provide you with more room along the present as built aqueduct to conduct maintenance and repairs as required.
4. Please be advised that the present right of way that Providence Water Authority has thru our lot #504 to the aqueduct is in no way affected by this proposed trade/swap.
5. We firmly believe this proposal is a win/win for both parties.

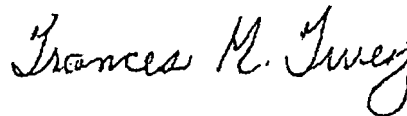
Your consideration and approval of this proposal will further our long standing opinion that the Providence Water Authority is and will continue to be a good neighbor.

Respectfully,

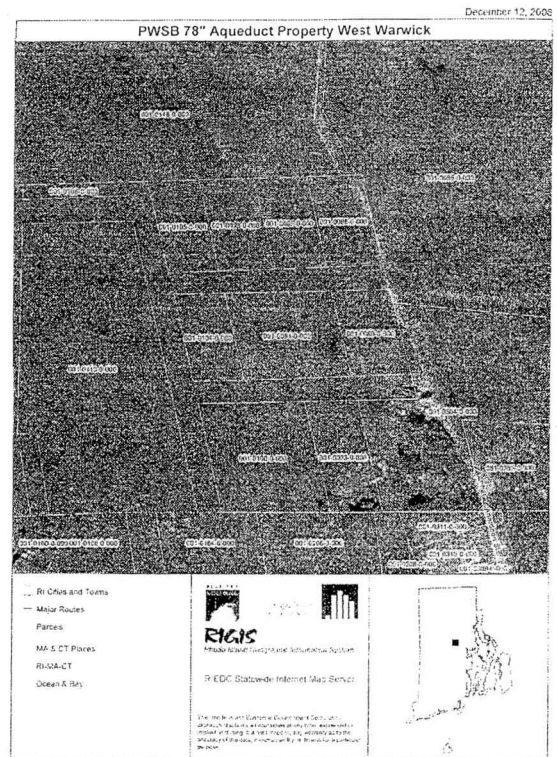
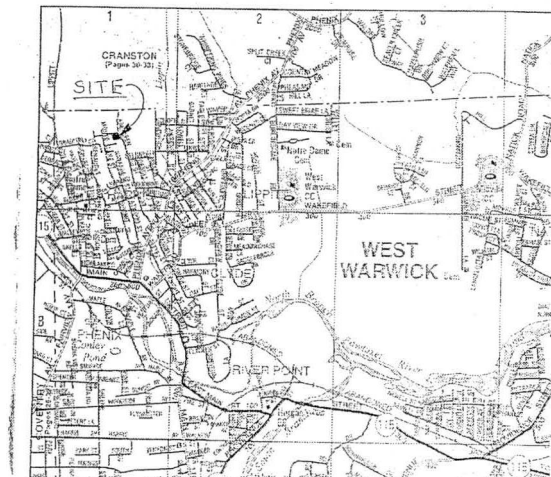
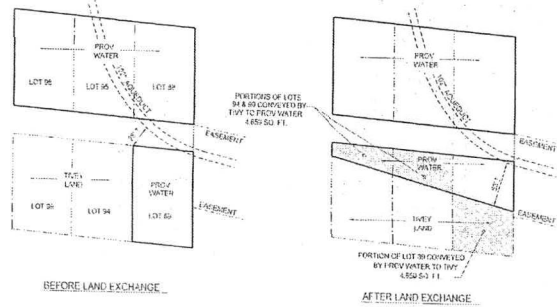
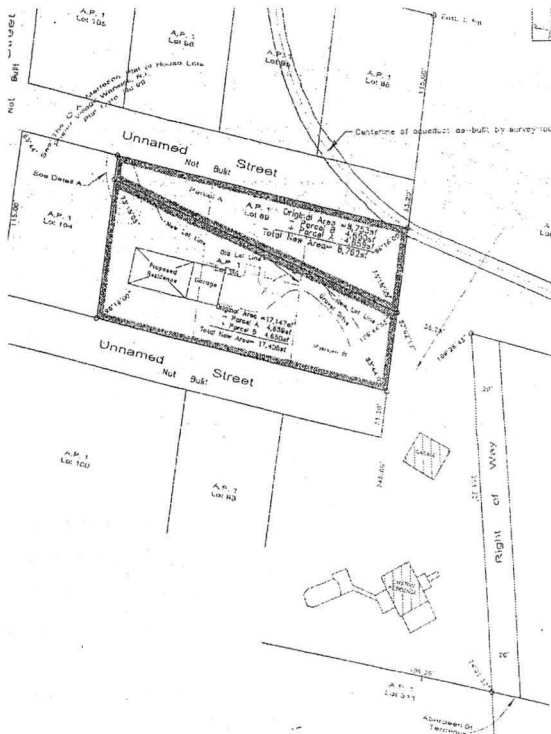
Bertram J. Tivey, Jr.



Frances M. Tivey



104 Aberdeen St.
West Warwick, RI
02893
401-821-0770



Resolution Requesting His Honor the Mayor to execute a lease for the land owned by the City of Providence and located at 99 Berkshire Street as part of Assessor's Plat 70, Lot 565, in the City of Providence to the Head Start Board of Directors, Inc., for a period of twenty years at an annual rental of \$1.00 and with other such terms and conditions as may be imposed by the Committee on City Property, the City Council, His Honor the Mayor, and the City Solicitor.

Resolved, That His Honor, the Mayor, is hereby authorized to execute a lease for the land owned by the City of Providence and located at 99 Berkshire Street as part of Assessor's Plat 70, of Lot 565, in the City of Providence, a legal description of which is included in the attached Lease Agreement, to the Head Start Board of Directors, Inc. for a period of twenty years at an annual rental of \$1.00 and with other such terms and conditions as may be imposed by the Committee on City Property, the City Council, His Honor the Mayor and the City Solicitor.

LEASE

THIS INDENTURE OF LEASE made and entered into this ____ day of August, 2006, by and between the CITY OF PROVIDENCE, a municipal corporation, created by the General Assembly of the State of Rhode Island, (hereinafter referred to as the "LESSOR") and HEAD START BOARD OF DIRECTORS, INC., a corporation organized and existing under the laws of the State of Rhode Island having its principal place of business at 20 Almy Street, Providence, Rhode Island (hereinafter referred to as the "LESSEE").

This Lease is upon the following covenants, terms and conditions:

1. DESCRIPTION:

1.1. The LESSOR in consideration of the rents and charges hereinafter reserved, does hereby grant, demise and lease unto the LESSEE, subject to the conditions, reservations and covenants hereinafter specified, that certain tract and parcel of land situated at 99 Berkshire Street, in the City of Providence (hereinafter described as the "Demised Premises"), Assessor's Map 70, Lot 565.

1.2. The Demised Premises are demised and let subject to the rights of any parties hereof and the state of the title thereof as of the commencement of this lease; and to any state of facts which an accurate survey or physical inspection thereof might show, and to all zoning regulations, restrictions, easements, rules and ordinances, building restrictions, easements, rules and ordinances, now in effect or hereafter adopted by any governmental authority having jurisdiction.

1.3. LESSEE has examined the title of the Demised Premises and has found the same to be satisfactory to it.

2. TERM:

2.1. The original term of this lease shall be for a twenty (20) year period commencing on October 1, 2006 and expiring on September 30, 2026.

2.2. With the agreement of the Mayor, this lease may be renewed for one additional twenty (20) year period, commencing October 1, 2026.

3. RENT:

3.1. LESSEE agrees to pay to the LESSOR an annual sum of ONE DOLLAR (\$1.00) per year.

3.2. LESSEE agrees to provide a lead-safe certificate prior to occupancy, and provide a lead-free certificate annually as inspection date comes due for the term of the lease.

4. USE AND OCCUPANCY:

4.1. Use—The premises are let for use by the LESSEE to operate a day care and pre-school facility.

4.2. Occupancy—The LESSEE accepts said premises in their present condition.

4.3. Nothing herein shall imply any duty upon the part of the LESSOR to do any work and performance thereof by LESSOR shall not constitute a waiver of LESSEE'S default in failing to perform same.

4.4. The Lessee shall not mutilate, damage, misuse or suffer waste in the premises, but shall keep the same, and, upon the termination hereof, deliver them up in a good condition as they are now in, or may be put in, by the LESSOR; ordinary wear and tear expected.

4.5. The LESSEE shall keep the leased premises in a neat and orderly condition at all times according to the requirements of the Department of Public Property of the City of Providence, and no refuse or discarded materials shall be allowed to accumulate thereon.

4.6. The premises shall be open at all reasonable times to the inspection of the LESSOR, its agents or servants.

5. UTILITIES:

5.1. The LESSEE agrees it will pay for all utility costs used or consumed upon the premises as and when the charges for the same become due and payable.

6. TERMINATION AND CANCELLATION:

6.1 Termination—Upon the termination under the terms hereof, or of any extensions hereto, the LESSEE covenants to surrender and yield up peacefully and quietly to the LESSOR possession of the premises in as good condition as they were at the time of delivery of possession as herein provided, reasonable wear and tear excepted. Any internal alterations and/or additions need not be removed.

6.2 On the termination of this Lease for any cause, the LESSOR may re-enter and take possession of the whole or any part of the premises and expel all persons therefrom and remove their effects without being taken or deemed guilty of any manner of trespass, without prejudice to its other rights or remedies against the LESSEE, and demand for rent and notice to quit or of intention to re-enter is hereby expressly waived on the part of the LESSEE.

6.3. In case the LESSEE shall fail to perform any stipulation or condition herein, or shall be declared bankrupt or insolvent according to law or shall make an assignment for the benefit of creditors, then and in any of said cases, this LEASE shall be terminated and the premises shall automatically revert to the LESSOR.

6.4. Upon termination or expiration of this Lease for whatever cause, or the vacating of the premises by LESSEE, the LESSEE shall have the privilege to remove and upon the request of the LESSOR shall remove (at the LESSEE'S own expense) its movable business fixtures, trade fixtures, furniture, machinery, equipment, signs,, insignia and other indicia of the LESSEE'S tenancy or use.

6.5. Any property not immediately removed by the LESSEE upon the expiration or other termination of this Lease shall, upon such termination or expiration become the absolute property of the LESSOR, and the LESSOR may sell or dispose of the same as it may see fit.

6.6. Cancellation - Upon a finding by two-thirds of the City Council that the Demised Premises are needed for public use, the City Council may cancel this Lease, provided that LESSEE is given at least one (1) academic year's notice prior to the date of cancellation. Said cancellation operates as a termination of this Lease.

7. BREACH OR DEFAULT:

7.1. In the event of any failure on the part of the LESSEE to pay said rent and charges at the time and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for twenty (20) days after written notice thereof, the LESSOR, by any agent duly authorized, shall be at liberty to declare this Lease at an end, and may thereupon enter and take immediate and full possession of said premises and repossess the same as of its former estate, without prejudice to its right to recover full rent and charges for the time

for which the LESSEE has been in possession, and any damages, including but not limited to costs and attorneys' fees, which the LESSOR may have suffered by reason of any breach of the terms or conditions of this Lease on the part of the LESSEE

7.2 No such expiration or termination of this Lease shall relieve LESSEE of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination.

8. INDEMNIFICATION AND INSURANCE:

8.1. LESSEE shall make no claim against LESSOR for any loss, damage or injury to LESSEE or LESSEE'S property arising out of any fire, theft or casualty in the Demised Premises except in cases of the omission, fault, negligence or other misconduct of the LESSOR'S servants, agents or employees subsequent to the execution of this Lease.

8.2 The LESSEE shall indemnify, protect and accept all liability of the LESSOR, if any, from and against all demands, claims, actions, cost, expense or losses resulting from any and all personal injuries or property damage sustained by any person or persons or about the Demised Premises which occurs during the term of this Lease, and indemnifying the City of Providence from any and all claims of individuals claiming right to said property under their rights of redemption or any other legal claim to title to said real estate.

8.3. LESSEE shall apply for and cause to be issued a public liability insurance policy in the name of the LESSEE. Such insurance policy shall be issued by a reputable insurance company licensed to do business in the State of Rhode Island, and shall be in the

sum of not less than \$500,000.00 in case of damage or injury to any one person, not less than \$500,000.00 for any one accident and \$100,000.00 with respect to damage to property, such policy or policies insuring both the LESSEE and LESSOR from liability imposed by law upon the LESSOR or LESSEE, or both, for any damages suffered by any person or persons for injuries to their person or persons or property in and about the premises.

8.4. Certificates evidencing the existence of the insurance coverage shall be delivered to the LESSOR upon request prior to the commencement of the term of the Lease and thereafter at least thirty (30) days prior to the expiration of any existing policy. Such policies shall provide that the LESSOR shall receive thirty (30) days notice of any material change or cancellation thereof. Such policies shall also name the LESSOR as an additional party insured on the Certificate of Insurance.

8.5. In the event of any damage or destruction of the premises resulting from a cause of casualty covered by insurance as herein before provided, the LESSEE shall promptly notify the LESSOR and the insurer and within sixty (60) days file proof of the loss with the insurer and proceed with the collection of the claim without delay.

9. REPAIRS ALTERATIONS OR IMPROVEMENTS:

9.1 The LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE, at the LESSEE'S own sole cost and expense for any and all repairs, renovations, modifications, alterations, improvements or additions made in the premises, which alterations shall, upon

LESSEE'S default or termination or expiration of said Lease, become the property of the LESSOR.

9.2. LESSEE shall notify and obtain written consent from the LESSOR before it makes any improvements or alterations in or to the premises. Such consent will not be unreasonably withheld.

9.3. LESSEE shall promptly pay all amounts owing to its contractors and materialmen, so as to avoid the possibility of a lien attaching to the demised premises, and should any such lien be made or filed, the LESSEE shall bond against or discharge the same within thirty (30) days after written notice by the LESSOR.

In the event that LESSEE does not bond against or discharge any lien filed against the Demised Premises by contractors or materialmen supplying labor or materials to the Demised Premises on behalf of LESSEE, LESSEE shall reimburse the LESSOR for attorneys' fees incurred in defense of proceedings to enforce or foreclose such lien(s).

9.4. LESSEE shall, at its sole expense, to keep the interior of the premises clean, neat and in good order, repair and condition and to keep all refuse, rubbish and debris in covered containers.

9.5. LESSEE shall not injure, overload, deface or otherwise harm the Demised Premises or commit any nuisance thereon.

9.6. LESSEE hereby waives any rights to make repairs at the expense of LESSOR which it may have under any present or future laws, ordinances, orders, rules and regulations of all federal, state and municipal governments.

10. SUBLETTING AND ASSIGNMENT:

10.1. Except to a federally or state-funded pre-school child care program, LESSEE shall not assign nor in any manner transfer this Lease or any estate or interest therein, nor permit any transfer thereof by operation of law, nor permit any use or occupancy of the same other than by LESSEE, nor sublet the demised premises or any part thereof, nor grant any license, concession or other right of occupancy of any portion of the Demised Premises. However, the LESSOR, in its sole discretion, may agree to an assignment or sublease by the LESSEE. Such agreement must be in writing. No assignment, sublease or transfer of the whole or any part of the demised premises nor the permitting of other use or occupancy of the same shall in any way affect or reduce LESSEE'S obligations under this LEASE.

11. INTEREST OF PUBLIC OFFICIALS:

No member of the City Council of the City of Providence and no other public official or employee of Providence who exercises any functions or responsibilities in the review or approval of the carrying out of this Lease shall have any financial interest, direct or indirect, in the Lease. Nor shall any of the above mentioned be employed by the LESSEE.

12. TAXES:

LESSEE represents that all real estate and personal property taxes assessed by the City of Providence against LESSEE are current as of the date of the execution of this Lease and that as a condition to this Lease LESSEE must remain current in its payment of all taxes assessed against said real and personal property. A failure to be current or

remain current in the payment of taxes owed to the City of Providence shall constitute a breach of this Lease.

13. NOTICES:

13.1. All notices to the LESSEE shall be sent by registered or certified mail addressed to the LESSEE at its business offices at 20 Almy Street, Providence, Rhode Island or at such other address as the LESSEE, shall designate in writing to LESSOR.

13.2. All notices to the LESSOR shall be sent by registered or certified mail addressed to the LESSOR at the Office of the Controller, Providence City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, with a copy to the Providence Law Department, 275 Westminster Street, Providence, Rhode Island 02903.

13.3. Notwithstanding any provisions in this Lease to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either party to the other.

14. MISCELLANEOUS:

14.1. Holding Over—If LESSEE shall hold possession of the Demised Premises beyond the term specified herein, LESSEE shall pay to LESSOR, for each month or portion thereof as LESSEE shall retain, possession, 150% of the rent and other charges specified herein, and shall be liable to the LESSOR for any and all lost rentals and other damages sustained by LESSOR by virtue of such continued occupancy. In the absence of any express, written agreement between LESSOR and LESSEE, no act or failure to act by LESSOR shall be deemed acceptance of LESSEE'S occupancy for any fixed term

(beyond the term fixed herein) in excess of one month. Nothing herein shall preclude LESSOR from the exercise of any right of re-entry or other remedy under this Lease or under law.

14.2 . Relationship—It is understood and agreed by the parties hereto that this Lease does not create a fiduciary relationship between them, that LESSEE shall be an independent contractor, and that nothing in this agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever, and neither shall have power to bind or obligate the other except as set forth herein.

14.3. Construction—All reference herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural where applicable.

14.4. Original Copies—This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

14.5. Captions—The captions appearing in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or construe or describe the scope or intent of any provisions of this Lease nor in any way affect this Lease.

14.6. Binding Effect—The terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns and any person or persons, natural or

corporate, claiming through or under them, or any of them.

14.7. No Accord and Satisfaction—No acceptance by LESSOR of a lesser sum than the stipulated rental provided for herein, or any other charge then due shall be deemed to be other than on account of the earliest installment or such rent or charge due, nor shall any endorsement or statement or any check or letter accompanying any check or payment as rent or the charge be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such installment or pursue any other remedy in this Lease provided.

14.8. Condemnation—If the whole of the Demised Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession has been taken, neither party hereto incurring any liability to the other therefore and LESSEE shall not be entitled to any monies for any portion of the Lease term which would exist but for the condemnation of the Demised Premises.

14.9 Waiver—The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this Lease, or to exercise any option or election of the LESSOR herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, condition, option or election, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent with knowledge of the breach of any covenant, term or condition hereof by the LESSEE shall not be deemed to be a waiver of such

breach and no waiver by the LESSOR of any covenant, term or condition or other provisions of this Lease of the breach thereof shall be deemed to have been made by the LESSOR, unless in writing signed on behalf of LESSOR.

14.10. Bankruptcy—This Lease is made on the express condition that if the LESSEE shall become bankrupt or insolvent according to law, or if any assignment shall be made or a receiver shall be appointed due to its financial condition, then the LESSOR, unless and only to the extent restrained by law, may immediately, or at any time thereafter and without notice or demand, enter upon said premises or any part thereof, in the name of the whole, and declare ended, and thereby end this Lease and repossess said premises and expel therefrom the LESSEE and those claiming under it, and remove their effects, if necessary, without being guilty of any manner of trespass, and without prejudice to any remains which may be used for the recovery of rent or damages for breach of covenant.

14.11. Severability—In the event any provision or clause of this Lease be declared invalid by act of any public authority or in the course of judicial or arbitration proceedings, such invalidity shall not affect the continuing validity of the remaining clauses and paragraphs hereof.

14.12. Written Modifications—No modifications of any provisions of this Lease shall be of any force or effect unless in writing signed by the parties hereto.

14.13. Governing Law—This Lease shall be governed by and construed in accordance with the laws of the State of Rhode Island.

15. DISPUTE:

15.1. In the event that any dispute shall arise regarding the interpretation of or the performance of any of the terms of this Lease which cannot be resolved between LESSOR and LESSEE, then a determination of the dispute shall be made upon majority vote of the Property Committee of the Providence City Council which shall be binding upon the parties and may be entered in a court of competent jurisdiction; provided that LESSEE shall have an opportunity to be heard before the full Property Committee prior to its determination. LESSOR and LESSEE must provide each other with at least thirty (30) day notice of any hearing before said Property Committee.

16. COVENANT OF QUIET ENJOYMENT:

16.1. LESSEE upon the performance of all the terms of this Lease, shall at all times during the Lease term, if not earlier due to termination, cancellation or to condemnation proceedings, peaceably and quietly enjoy the Demised Premises without disturbance from the LESSOR.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this instrument this _____ day of _____, 2006, the CITY OF PROVIDENCE having caused these presents to be executed in duplicate, and its corporate seal to be hereunto affixed by DAVID N. CICILLINE, its MAYOR, duly authorized, by City Council Resolution, No. _____ approved _____.

David N. Cicilline, Mayor

Approved as to form:

Joseph Fernandez, City Solicitor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this _____ day of _____, 2006, before me personally appeared David N. Cicilline, Mayor of the City of Providence, to me known and known by me to be the party executing the foregoing instrument on behalf of the said City, and he acknowledged said instrument, by him executed in his capacity as aforesaid, to be his free act and deed of the said City of Providence.

Notary Public
My commission expires:

Head Start Board of Directors, Inc.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this _____ day of _____, 2006, before me personally appeared _____ of the Head Start Board of Directors, Inc., to me known and known by me to be the party executing the foregoing instrument on behalf of the said entity, and _____ acknowledged said instrument, by _____ executed in _____ capacity as aforesaid, to be _____ free act and deed of the said Head Start Board of Directors, Inc.

Notary Public
My commission expires:

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions, seconded by COUNCILMAN WILLIAMS.

The Motion for Passage of the Several Resolutions is Sustained.

COMMITTEE ON FINANCE

COUNCILMAN KEVIN JACKSON, Chairman

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

An Ordinance Establishing and Granting a Tax Stabilization Plan for Providence Piers, LLC, on behalf of Tax Assessor's Lot 630 of Plat 46, being designated the Conley Wharf Project.

An Ordinance Establishing and Granting a Tax Stabilization Plan for Milhaus, LLC, on behalf of Tax Assessor's Lot 2 of Plat 27, being designated the Steel Yard Project.

COUNCILMAN APONTE Moves to Dispense with the Reading of the

foregoing matters and Moves Passage of the Several Ordinances the First Time, seconded by COUNCILWOMAN WILLIAMS, by the Following Roll Call Vote:

AYES: COUNCIL PRESIDENT LOMBARDI, COUNCILMEN ALLEN, APONTE, BUTLER, COUNCILWOMAN DiRUZZO, COUNCILMEN HASSETT, IGLIOZZI, JACKSON, LUNA, MANCINI, COUNCILWOMAN ROMANO, COUNCILMAN SEGAL, COUNCILWOMEN WILLIAMS and YOUNG - 14.

NAYES: COUNCILMAN DeLUCA, COUNCILMAN LUNA and COUNCILWOMAN YOUNG Requests to be recorded as voting "NO" on "An Ordinance Establishing and Granting a

Tax Stabilization Plan for Providence Piers, LLC, on behalf of Tax Assessor's Lot 630 of Plat 46, being designated the Conley Wharf Project".

COUNCILMAN DeLUCA Requests to be recorded as voting "NO" on "An Ordinance Establishing and Granting a Tax Stabilization Plan for Milhaus, LLC on behalf of Tax Assessor's Lot 2 of Plat 27, being designated the Steel Yard Project". - 1.

ABSENT: NONE.

The Motion for Passage of the Several Ordinances the First Time is Sustained.

**Transmits the Following with
Recommendation the Same be
Severally Approved:**

Communication from His Honor the Mayor dated November 30, 2006, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, he is this day re-appointing Ms.

Grace Gonzalez of 15 Crescent Street, Providence, Rhode Island 02907, as a member of the Providence School Board for a term to expire on the first Monday in January, 2010, and respectfully submits the same for your approval.

Mayor of Providence
David N. Cicilline

November 30, 2006

The Honorable Members
The City Council of the
City of Providence
City Hall
Providence, Rhode Island 02903

Dear Honorable Members:

Pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, I am this day re-appointing Ms. Grace Gonzalez, of 15 Crescent Street, Providence, Rhode Island 02907, a member of the Providence School Board for a term to expire on the first Monday in January, 2010, and respectfully submit the same for your approval.

Sincerely,

David N. Cicilline
Mayor, City of Providence

DNC: dap

Communication from His Honor the Mayor dated November 30, 2006, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, he is this day re-appointing Mr. Robert Wise of 61 Modena Avenue, Providence, Rhode Island 02908, as a member of the Providence School Board for a term to expire on the first Monday in

January, 2010, and respectfully submits the same for your approval.

Mayor of Providence
David N. Cicilline

November 30, 2006

The Honorable Members
The City Council of the
City of Providence
City Hall
Providence, Rhode Island 02903

Dear Honorable Members:

Pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended; I am this day re-appointing Mr. Robert Wise, of 61 Modena Avenue, Providence, Rhode Island 02908, a member of the Providence School Board for a term to expire on the first Monday in January, 2010, and respectfully submit the same for your approval.

Sincerely,

David N. Cicilline
Mayor, City of Providence

DNC: dap

COUNCILMAN APONTE Moves to Dispense with the reading of the foregoing matters and Moves Approval of the Several Communications, seconded by COUNCILWOMAN WILLIAMS.

**Transmits the Following with
Recommendation the Same Be Denied:**

Communication from His Honor the Mayor dated November 30, 2006, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, he is this day re-appointing Mr. Nguda Maila Touray of 40 Victoria Street, Providence, Rhode Island 02909, as a member of the Providence School Board for a term to expire on the first Monday in

January, 2010, and respectfully submits the same for your approval.

Read and Denied, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN WILLIAMS.

The Motion to Deny is Sustained.

COMMITTEE ON ORDINANCES

COUNCILWOMAN RITA M. WILLIAMS, Chairwoman

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

An Ordinance in Amendment of Section 16-55 of the Code of Ordinances, Entitled: "Offenses and Miscellaneous Provisions."

An Ordinance Regarding Avoidance of Purchasing Items Fabricated in Sweatshops.

**Transmits the Following with
Recommendation the Same be Adopted:**

An Ordinance Amending the City of Providence Ordinance Chapter 2006-15 No. 37, Approved February 10, 2006.

**COUNCILMAN APONTE Moves to
Dispense with the Reading of the**

**foregoing matters and Moves Passage of
the Several Ordinances the First Time,
seconded by COUNCILWOMAN
WILLIAMS, by the Following Roll Call
Vote:**

AYES: COUNCIL PRESIDENT LOMBARDI, COUNCILMEN ALLEN, APONTE, BUTLER, DeLUCA, COUNCILWOMAN DiRUZZO, COUNCILMEN HASSETT, IGLIOZZI, JACKSON, LUNA, MANCINI, COUNCILWOMAN ROMANO, COUNCILMAN SEGAL, COUNCILWOMEN WILLIAMS and YOUNG - 15.

NAYES: NONE.

ABSENT: NONE.

The Motion for Passage of the Several Ordinances the First Time is Sustained.

COMMITTEE ON URBAN REDEVELOPMENT

RENEWAL AND PLANNING

COUNCILWOMAN BALBINA A. YOUNG, Chairwoman

**Transmits the Following with
Recommendation the Same Be
Severally Approved, As Amended:**

Resolution Requesting to rename the Roger Williams Avenue Bridge to the "James Creamer Memorial Bridge."

Council President John J. Lombardi
25 Dorrence Street
Providence, R.I. 02903-3215

Resolved, That the Roger Williams Avenue Bridge is hereby renamed the "James J. Creamer Memorial Bridge", and that the President of the City Council appoint a seven member committee consisting of Councilman Ronald Allen; Councilman Elect Leon Tejada; Patrick R. Creamer; Matthew J. Smith, former Speaker of the House; Thomas Foley; Rita Murphy and Kathleen Kells, for the purpose of planning the memorial ceremony to be held by May 1, 2007.

Dear Council President Lombardi,

I am requesting that the bridge at Roger Williams Ave that connects Roger Williams Ave to Elmwood Avenue be Named In honor of James J Creamer Jr. Who resided in the Reservoir Triangle Area of the City for most of his life. And was a member of the Reservoir Triangle Association. Serving as Corresponding Secretary. And other youth activities.

I first met Jimmy in 1977 when I moved into the triangle area, he was digging out the fire hydrant, from a Snowstorm. I didn't know him, but he knew me. He said he knew some friends of mine. And that was Jimmy from head to toe. He knew everyone.

Jimmy was a lieutenant in the Providence Fire Department for 20 years retiring in 1978. A Providence firelighter for many years, Jimmy, 58, later served as chief of staff for three House speakers: Matthew Smith, Joseph DeAngelis, and Harwood. Jim Creamer had also served in the administrations of Providence mayors Vincent A. Clanci Jr. and Joseph Paolino.

James was very active in Democratic Party and community affairs. He was chairman of the 8th Ward Democratic Committee, and a member of the Democratic State Committee. He was a member of the Providence Fire Department Relief Association, and served as a member of the board of directors for the Providence Fire Department Historical Society. He was a member of the board of directors for the Edgewood Youth Hockey Association, coached baseball for the Elmwood Little League and was a substitute teacher in the Providence school system.

Jimmy was loyal and independent at the same time being the first person who supported Council Person Allen for 8th ward councilman.

I took some of this information from the pro-jo.

If you need more information, or if a hearing is set I will be more than happy to attend.

The Family had consented to this request.

I have enclosed a copy of news articles.

Thomas Foley
September 22, 2006

Resolution Requesting to rename the Leviton Annex School to the "Cheryl M. Fisher-Allen Complex."

Resolved, That the Leviton Annex School is hereby re-named the "Cheryl M. Fisher-Allen Complex", and that an ad-hoc committee be established for the purpose of planning the memorial ceremony to be held by May 1, 2007.

Providence Schools
Office of The Superintendent

December 4, 2006

Chairwoman Balbina A. Young
Committee on Urban Redevelopment,
Renewal and Planning
Providence City Council
25 Dorrance Street
Providence, RI 02903

Dear Chairwoman Young:

I am in receipt of your correspondence regarding the proposed City Council Resolution requesting that "the Leviton Annex Elementary School be renamed the Cheryl M. Fisher-Allen Elementary School." I want to thank you for soliciting the School Department's feedback as part of your process. I have forwarded the matter, along with the administration's recommendation that the proposed renaming is appropriate, to

the School Board for their support. We anticipate they will deliberate the matter at their January 5, 2007 meeting.

Please be advised that the resolution incorrectly references the building as the Leviton Annex Elementary School. The correct name of the building is the Leviton Annex School, also known as the Fortes/Lima Annex. Further, the building actually houses two schools, Fortes Annex School and Lima Annex School, which operate under the leadership of one principal. The Leviton Annex School was built in 2001 to house kindergarten and first grade students from both the Charles Fortes Elementary School and the Alfred E. Lima, Sr. Elementary School.

By all accounts, Cheryl Fisher-Allen was a dedicated educator who was a beloved and well-respected member of the Lima school community. However, given the complexities surrounding the co-existence of two schools

in one building, both of which are connected to larger schools, the administration will recommend to the School Board that the names of the two schools not be changed. Instead, the recommendation will be that the name of the building only be changed to the Cheryl Fisher-Allen Complex.

Please do not hesitate to contact me at 456-9211 should you have any additional questions or concerns with our recommendation.

As always, I thank the City Council for its ongoing support of the Providence Public School District.

Sincerely,

Donnie W. Evans, Ed.D.
Superintendent

**Transmits the Following with
Recommendation the Same Be
Approved:**

Resolution Authorizing the City Council of the City of Providence, Rhode Island to request that the following United States Bureau of the Census Tracts be nominated by the City of Providence to Enterprise Zone Council for re-designation as Enterprise Zone Port of Providence: Census Tracts 1, 2, 5, 6, and 15. 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.

Whereas, the neighborhoods of Washington Park, South Elmwood, Elmwood Lower South Providence, Upper South Providence and Reservoir have lost their competitive edge in attracting business investment; and

Whereas, the City of Providence is interested in fostering economic growth and development within the aforementioned neighborhoods; and

Whereas, the economic and demographic conditions existing within these neighborhoods qualify them for re-

nomination as an Enterprise Zone pursuant to Chapter 64.3, Title 42 of the General Laws of Rhode Island; and

Whereas, within the above stated neighborhoods lies the United States Bureau of the census tracts 1, 2, 5, 6, and 15; and

Whereas, the Mayor as the chief signatory of the City of Providence must be authorized to submit the nomination application to the Enterprise Zone Council of the State of Rhode Island.

Now, therefore, be it resolved that, the City Council of the City of Providence, State of Rhode Island, hereby authorizes the City of Providence, through its representative, the Mayor, to re-nominate United States Census tracts 1, 2, 5, 6, and 15; more specifically described in "Map 1", attached hereto and made a part hereof, to the Enterprise Zone Council of the State of Rhode Island, for re-designation as an enterprise zone, and, if such nomination is favorably accepted, to request the Mayor to allocate Federal and municipal resources to the betterment of the economic and social conditions within said zone. These resources shall include, but not limited to: 1) the establishment and implementation of a program of police protection within the enterprise zone; 2) use of federal funds available for the purposes of job training, housing or economic development; 3) the amendment, when necessary, applicable and reasonable, of local zoning ordinances or regulations; 4) the granting of tax incentives when prudently appropriate as determined by the Providence City Council; 5) the cooperation of municipal offices in the administration of the Enterprise Zone.

Department of Planning and Development

David N. Cicilline
Mayor

ENTERPRISE ZONE PROGRAM

PURPOSE:

The Rhode Island Enterprise Zone Program and enabling legislation was created due to the existence certain distressed areas in the state which are characterized by substantial and persistent levels of unemployment; blighted areas; obsolete, dilapidated, and abandoned industrial and commercial structures; and, as a consequence, continually shrinking tax bases which threaten their very existence. The Enterprise Zone Program was established to stimulate economic revitalization, promote employment opportunities, and encourage business development and expansion in distressed areas.

ESTABLISHMENT OF THE ZONE:

The City of Providence has two (2) state enterprise zones: Port of Providence and Providence II. The Port of Providence zone designation was received upon the creation of the program in January 1992. The zones are designated for a period of five (5) years by the Rhode Island Enterprise Zone Council (RIEZC). The City of Providence, through the Department of Planning and Development, has applied for and received the re-designation of this zone upon each of its expiration dates (1996 and 2001). The current re-designation is for the period of January 1, 2007 through December 31, 2011. During the past five (5) years, 40 new businesses located in the Port of Providence zone were admitted to the program and 63 businesses were certified to be eligible for the

tax credits, which resulted in 733 jobs being retained and 662 new jobs being created.

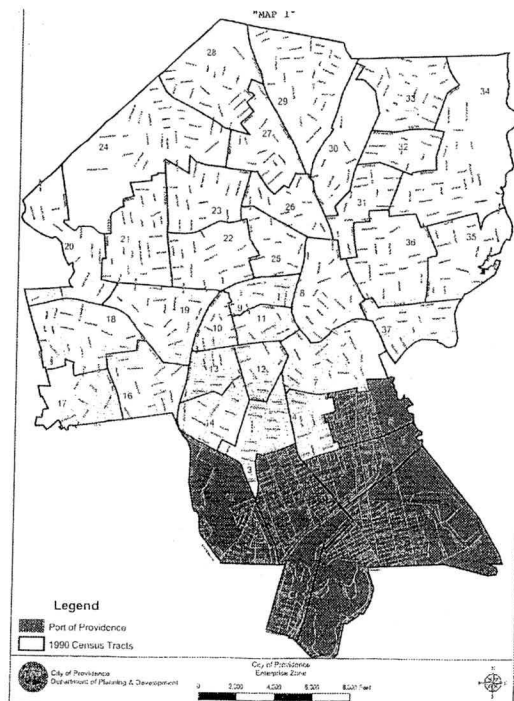
BOUNDARIES OF THE ZONE:

The Port of Providence Enterprise Zone is comprised of U.S. Census Tracts 1, 2, 5, 6, and 15. These census tracts are located primarily in the neighborhoods of Washington Park, South Elmwood, Elmwood, Lower South Providence, Upper South Providence and Reservoir.

TAX INCENTIVES:

Any business located in a state enterprise zone that has been certified by the Rhode Island Enterprise Zone Council and that grows its employment base by five percent (5%) with full-time RIEZC may be eligible for the Rhode Island Enterprise Zone Business Tax Credit. A certified business is allowed a credit against chapters 44-11, 44-14, 44-17 and 44-30 of the Rhode Island General Laws. The tax credit is equal to fifty percent (50%) of the annual wages paid to new employees to a maximum of \$2,500.00 per employee. Beginning in the 1999 certification year, if the new employees reside in an enterprise zone, then the tax credit is equal to seventy-five percent (75%) of the annual wages paid to those new employees to a maximum credit of \$5,000.00 employee. Earned but unused enterprise zone tax credits may be carried-forward for up to three (3) years. In order to continue to be eligible for the Enterprise Zone Business Tax Credit, each year the certified company must increase employment levels by five percent (5%). In addition, the new employees hired during the application year must be a RI resident; must be employed full-time (a minimum of 30 hours per week); must begin and end each work day in the zone; and must be employed on December 31st of the application year.

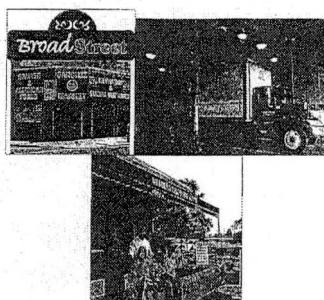
If a business is eligible for an Enterprise Zone tax credit, the owners may elect to take the Enterprise Zone Resident Business Owner Modification in place of the Enterprise Zone Business Tax Credit. The modification is available only to business owners who reside within the same Enterprise Zone as their business. The credit is a three (3) year, \$50,000.00 modification of the taxpayer's federal adjusted gross income tax liability. During the 4th and 5th year the modification decreases to \$25,000.00. As with the Enterprise Zone Business Tax Credit, in order to continue to be eligible for the tax modification, each year the certified company must meet the five percent (5%) growth requirements.





City of Providence, RI
David N. Cicilline
MAYOR

2006 Enterprise Zone Re-Designation Evaluation Form



September 15, 2006



City of Providence, RI
David N. Cicilline
MAYOR

2006 Enterprise Zone Re-Designation Evaluation Form

		Page Number
Part I	Distress Criteria	
Question 1		1
Question 2		2
Part II	Accomplishments	
Question 1		2
Question 2		3
Question 3		4
Question 4		5
Part III	Course of Action	
Question 1		5
Question 2		7
Question 3		8
Question 4		8
Question 5		9
Question 6		10

Part IV The Management Plan and Incentives

Question 1	10
Question 2	11
Question 3	11
Question 4	11
Question 5	11
Question 6	12
Question 7	13

Exhibits

Exhibit 1 -	Maps
Exhibit 2 -	List of Business Approved to PPEZ by Application Year
Exhibit 3 -	Projects in the ProvPort EZ
Exhibit 4 -	Housing Development in the EZ
Exhibit 5 -	Websites - City of Providence, PEDP and DPD 2006 Enterprise Zone Re-Designation Evaluation Form City of Providence, Rhode Island Port of Providence

DAVID N. CICILLINE
Mayor



Part I: Distress Criteria

1. The Port of Providence Enterprise Zone originally encompassed 1990 Census Tracts 1, 2, 5, 6, and 15. Due to changes from the 2000 Census the enterprise zone now encompasses Census Tracts 1.01, 1.02, 2, 3 (partially), 5, 6 (partially), and 15. While the Census Tracts have changed, the boundaries of the Enterprise Zone itself have not. The changes to the census tracts which comprise the enterprise zone are as follows: Tract 1 has been split into Tract 1.01 and Tract 1.02 splitting the population between them. Tracts 2 and 5 have been made smaller, which accounts for the population decline within the tracts. Tract 6 has been made larger, accounting for its population increase. The boundaries of Tract 15 have not changed, but its population has declined by 500. Tract 3 now contains a portion of the enterprise zone which it did not originally.

These changes to the census tracts make it difficult to accurately compare the demographic changes to the area between the 1990 and 2000 census. For example, Tract 3, which was not originally part of the enterprise zone, now contains a small portion of the enterprise zone in the southern part of the tract, however the poverty level numbers do not indicate how many of the households below the poverty level are located within that small area of the tract. Likewise with Tract 6, it has been made significantly larger which accounts for the increase in the number of households below the poverty level. It however cannot be assumed that this increase mean that these are new households below the poverty level, all that can be inferred is that Tract 6 has now picked up households below the poverty level that were previously counted in other tracts.

Additionally, data on overcrowding in households and unemployment is available only by neighborhood, not by census tract. The neighborhoods of Washington Park, South Elmwood and Reservoir are entirely within the enterprise zone. However, the neighborhoods of Elmwood, Lower South Providence, and Upper South Providence only contain portions of the enterprise zone. This also makes it difficult to compare the numbers for these neighborhoods from 1990 to 2000 as we cannot determine what percentage of the overcrowded housing in each neighborhood lay within the boundaries of the enterprise zone in 1990 or 2000, neither can we determine what percentage of unemployed persons in those neighborhoods lived within the boundaries of the enterprise zone in 1990 and the percentage which lived within the enterprise zone in 2000. That being said, unemployment declined in all but one of the neighborhoods which encompass the enterprise zone.

2. Demographic Changes

Poverty Level: The number of households below the poverty level has increased dramatically:

	1990	2000
Tract 1	417	
Tract 1.01		738
Tract 1.02		933
Tract 2	841	2,191
Tract 3	675	2,101
Tract 5	262	1,006
Tract 6	72	533
Tract 15	70	400

Overcrowded Housing (by neighborhood in the EZ, not by census tract):

Elmwood:	16.8% of housing units are overcrowded
Lower South Providence:	13.7% of housing units are overcrowded
Reservoir:	8.8% of housing units are overcrowded
South Elmwood:	6.6% of housing units are overcrowded
Upper South Providence:	8.5% of housing units are overcrowded
Washington Park:	8.4% of housing units are overcrowded

Unemployment (by neighborhood in the EZ, not by census tract):

Elmwood:	12% unemployed
Lower South Providence:	Declined 29% between 1990-2000
Reservoir:	15% unemployed
South Elmwood:	Declined 28% between 1990-2000
Upper South Providence:	7% unemployed
Washington Park:	Increased 48% between 1990-2000
	17% unemployed
	Declined 8% between 1990-2000
	12% unemployed
	Declined 13% between 1990-2000

PART II. Accomplishments

1. During the period of 2002-2006, to date, the City of Providence has processed a total of 169 Enterprise Zone applications, which were approved for admission to the program. Of those applications, 40 were from businesses located within the Port of Providence Enterprise Zone. As a result, those businesses have retained 733 jobs and have created 450 new jobs to date in the Port of Providence Zone (2006 job creation data not available until 2007).

During that same period, to date, 228 businesses located in a Providence Enterprise Zone were certified to be eligible for tax credits during that calendar year, whereby each business met the criteria of both increasing their workforce by five percent (5%) and also increasing their total RI wages paid from the previous calendar year. Of these businesses, 63 were located within the Port of Providence Zone. As a result, to date, these businesses created 662 new jobs in the Port

of Providence Zone, of which a minimum of 110 of those jobs were filled by Enterprise Zone residents (2006 certification and new hire information not available until 2007).

In addition, during the 2002-2006 period, to date, 20 businesses city-wide were authorized to carry-forward an unused portion of a prior year's Enterprise Zone tax credit or to continue their membership in the program if they did not have an unused prior year Enterprise Zone tax credit to carry-forward. Of these businesses, 3 were located within the Port of Providence Zone, to date (2006 carry-forward authorization information not available until 2007).

The City of Providence's Enterprise Zone business participation and job creation is summarized in the table below.

PORT OF PROVIDENCE ENTERPRISE ZONE BUSINESSES

Year	Total EZ Apps	Port Prov Apps	# Existing Jobs	# Jobs Created	# Businesses Certified	New Hires	EZ Residents	Carry Forwards
	all zones	Port only	Port of Prov 100-06 applicants		all zones	Port	EZ only	all zones
2002	61	12	59	112	57	17	155	unavail
2003	43	10	241	91	59	15	116	35
2004	51	8	367	45	61	19	143	44
2005	24	7	42	202	51	13	249	31+
2006	10	3	24	112	112	112	112	6
	169	40	733	450	228	63	662	110+

For a list of businesses approved to the Port of Providence Enterprise Zone Program by application year, please see exhibits.

2. The Providence Economic Development Partnership has invested \$1.5 million in the last five years in the Zone, mostly to capital projects. Two leading examples are:

Cleanscape, Inc.
Cleanscape is a recycling and industrial landscaping firm and a wholly owned subsidiary of the South Providence Development Corporation (SPDC), which is a 501(c)(3) not-for-profit community development corporation. Cleanscape provides employment for many individuals that are considered hard to employ and actively offers employment to ex-offenders. The company's workforce is drawn from six different countries of origin. In 2006, PEDP funded Cleanscape with \$410,000 of a \$760,000 project to purchase and renovate its headquarters building at 150 Colfax Street. This project will stabilize Cleanscape's facility needs and bolster the company's continuation as a growing positive economic presence and employer in South Providence.



The City has also supported Cleanscape's mission by providing \$150,000 in Community Development Block Grant funding to purchase a brand new recycling truck in 2005 and the

Providence Redevelopment Agency is entering into its fourth contract for vacant lot cleaning in the amount of \$200,000.



Ada's Creations

Ada's Creations is a restaurant and banquet facility on lower broad Street in South Providence. PEDP provided \$341,000 of a \$760,000 project to allow the business to renovate a long vacant building into a full services restaurant and then complete a second phase which added a second floor banquet facility. The business specializes in the food of Dominican Republic and Latin America and provides much need event space for the local community.

3. Enterprise Zone Related Private or Public Sector Redevelopment Projects

Interstate 1-195 Relocation:	\$25 million
Narragansett Bay Commission CSO Project:	\$76 million
Bornes Theater:	2 million
1040 Broad St:	2.3 million
Juanita Sanchez Educational Complex:	11 million
Meeting Street School:	20 million
Providence Community Health Center:	4 million
Salvation Army Daycare:	4 million
Williams Woods:	14 million
Firefighter's Museum:	1 million
YMCA:	10 million
Roger Williams Park Botanical Center:	6.5 million
Roger Williams Park Japanese Garden:	0.5 million
Roger Williams Park Elephant Exhibit:	5.5 million
Rhode Island Hospital:	81.5 million
Johnson and Wales University Harborside Campus:	7.5 million
Save the Bay Headquarters:	7 million
Total:	\$1,277,800,000

Please see exhibits for details on each of the above projects

Amount of investment by census tract:

Tract 1.01:	14.5 million (plus a portion of the \$76 million Narragansett Bay Commission CSO project)
Tract 1.02:	12.5 million
Tract 2:	2 million
Tract 3:	Not originally part of enterprise zone
Tract 5:	\$5.3 million (plus a portion of the \$25 million I-195 relocation project)
Tract 6:	\$1.5 million (not located entirely within enterprise zone)
Tract 15:	11 million

RIEDC Brownfield Revolving Loan Funds Received for Projects within the Enterprise Zone.

Save the Bay Headquarters, \$700,000 loan from the 2000 RLF Grant.
YMCA of Providence, \$650,000 loan from the 2000 RLF Grant.

Total: \$1,350,000

4. Other noteworthy Accomplishments

There have been several major initiatives in the City that have positively impacted the ProvPort EZ. In 2004 Community Policing was introduced citywide and Districts 2 and 3 were established in the EZ. Crime has decreased in these districts, and indeed, citywide, as business owners and residents have embraced the community policing model and police have made their presence and assistance visible and available.

The ProvPort EZ has also been the site of affordable housing development and investment that is detailed following in the exhibits. This investment is significant for the EZ and is a part of the City's effort to provide affordable workforce housing across the city. Currently 14% of the City's housing stock is considered "affordable" but that does not begin to meet the needs of the people who call Providence home. In the ProvPort EZ the following housing investment has been made since 2003:

Address	Homeownership	Rental	Investment
358 Potters Ave	1	1	\$ 260,000.00
101 Mitchell	1	1	\$ 260,000.00
32 Sumner St	1	1	\$ 260,000.00
89 Adelaide Ave	6	5	\$ 2,270,000.00
119 Adelaide Ave	36	36	\$ 3,920,000.00
Potter's Ave 1	37	37	\$ 7,560,000.00
Williams Woods	68	68	\$ 15,000,000.00
1040 Broad	3	3	\$ 2,500,000.00
Total	121	147	\$ 30,460,000.00



As illustrated in Question 3, the I-95 relocation, even in its construction phase is having and will continue to have a substantial impact on the land use and business opportunities in the ProvPort EZ. Transportation, economic development opportunities and housing development are all being impacted by this massive public works project that is scheduled for completion in 2012.

Part III. Course of Action

1. Federal Funds Targeted for the Zone over the Next Designation Period.

The City of Providence is an entitlement community for the U.S. Dept. of Housing and Urban Development consolidated programs: Community Development Block Grant, HOME, Emergency Shelter Grant and the Housing for Persons with AIDS program. Over the next five years the City expects to receive a minimum of \$25,000,000 in CDBG funding for the entire City of which it is estimated that 20% - \$5,000,000 - will be allocated to new or ongoing projects in the ProvPort EZ. The same can be said for the HOME dollars that the

City receives. Over the next five year the City expect to receive \$14,000,000 in funds and up to 20% (\$2,800,000) may be invested in future projects in the ProvPort EZ if current trends continue.

As the intent of the funds is to improve the lives and provide opportunities for persons under 80% of median income the ProvPort EZ is clearly eligible. (In 2000 according to the US Census the median income for the City was \$26,867, while the State of Rhode Island median income was \$42,090.) For the ProvPort EZ Census Tracts the median income numbers are:

Tract	Median Income in 2000
1.01	31,130
1.02	36,190
2	28,427
9	23,833
5	18,865
6	21,692
15	38,295

The employment opportunities afforded residents of the ProvPort EZ have yielded positive results as median income has risen for the census tracts that comprise the EZ from 1990 levels.

The census tracts identified have had substantial investments made in them as evidenced by the materials provided in the exhibits. The housing projects identified have used the Low Income Housing Tax Credit investment program, city consumer housing programs such as down payment and closing cost assistance, housing repair and leads hazard reduction grant/loans. State funding for the housing project identified have also come from Rhode Island Housing's federal HOME allocation and the Housing Resource Commission's Building Better Communities fund.

Federal Brownfield Grants Received for Projects within the Enterprise Zone:

2006: Johnson & Wales University, Clean Up, Parcel 9, Plat 56, Lot 315, \$200,000
Johnson & Wales University, Clean Up, Parcel 10, Plat 56, Lot 74, \$200,000

2005: Johnson & Wales University, Clean up, Parcel 7, Plat 56, Lot 291, 250 Shipyard Street, \$200,000.

2004: Meeting Street School and City of Providence, Clean Up, Meeting Street National Center of Excellence Site, \$200,000.

Total: \$800,000

Although these brownfield grants were awarded in the previous designation period, the funds will be spent during the next designation period.

State of Rhode Island Transportation Improvement Program 2006-2011

Transportation Enhancements
Broad Street Bridge and Banner Trail: \$200,000 FY06
Fields Point Dock: \$150,000 FY06
Roger Williams Bike Trail/F.C. Green Blvd Res.: \$400,000 FY09
Southside Pedestrian Safety: \$100,000 FY06
Total: \$850,000

Rhode Island Department of Environmental Management Open Space and Recreation Bond Fund Large Grant Program

Recreation Grant: Meeting Street Athletic Facility: \$300,000 FY07

What public services will be available to residents in the zone related to employment?



important public service available to residents in the zone related to employment is Providence Connects. Providence Connects is an initiative developed by the City of Providence's Department of Planning and Development (DPD) to implement a 1985 City Ordinance that requires businesses doing business in Providence that receive special considerations, receive grants-in-aid and/or are engaged in City construction projects to actively consider hiring residents off a list maintained by the City of residents seeking employment. Providence Connects integrates First Source ordinance requirements with existing resources aimed at helping more residents get jobs, connect with training resources, and hence more jobs and opportunities to strengthen the City's economy. Providence Connects works with organizations that receive a benefit from the City such as grant funding or a Tax Ligation Agreement to set goals related to hiring Providence residents, buying Providence products, hiring incentives and training resources designed to help employers address their workforce needs and to connect dislocated and unemployed individuals to the workforce. Providence Connects also coordinates who connects residents to job opportunities and training programs. Providence Connects works with a broad number of key partner agencies and Community Based Organizations to ensure that residents and businesses are in sync.

Workforce Solutions of Providence/Cranston, working in close partnership with government, business, labor, education and community-based organizations, oversees workforce development programs for incumbent workers, the unemployed job seeker and the emerging workers of the future. Providence and Cranston. From the Providence Office of the netWORKing One-Stop Center, Workforce Solutions of Providence/Cranston is the source for labor market information, hiring incentives and training resources designed to help employers address their workforce needs and to connect dislocated and unemployed individuals to the workforce. Workforce Solution has been successful in engaging ProvPort EZ residents in programs that resulted in full time productive work.

To accomplish these goals, Workforce Solutions of Providence/Cranston received more than \$3.2 million of federal funds. Five hundred fifty-six (556) adults and dislocated workers, and 97 youth ages 14-21 received and continued to receive services with these funds.

Of those served Workforce Solutions of Providence/Cranston trained 292 adults and dislocated workers for high demand occupations.

Working with our business partners and the RIEDC and the Community College of Rhode Island, Workforce Solutions of Providence/Cranston developed training in steel fabrication for a local employer. Ninety-six (96) individuals were tested and assessed at our one-stop center to standards set by the employer. Eighteen adults, including some of the hardest to serve ex-felons, completed the training and all were offered jobs at the employer. This model proved to be successful that another module is being planned for early fall 2006. This model can be replicated for other employers, thus creating a truly demand driven workforce system.

In response to new certification guidelines mandated by No Child Left Behind legislation, Workforce Solutions of Providence/Cranston partnered with Laborers Local 1033 and the Providence School Department to assess 339 Teacher Aide candidates. One hundred twelve completed the training developed by the Community College of Rhode Island for this demand. Workforce Solutions of Providence/Cranston leveraged funds from Local 1033 to fund the cost of the training. The Providence School Department has employed fifty-one graduates as Teachers Aids and another 19 as substitute teachers. The one-stop continues to work with other cities and towns to place the remaining candidates.

3. Expediting Local and State Regulations

The City engaged a consultant (Alan Teare Associates) in 2005 to review the City's various permitting structures and systems and make a recommendation on ways to pursue a "one-stop" permitting system that would alleviate the current multi-leveled system in place. A streamlined system has been introduced at Inspection and Standards that brings building, code, zoning and fire together for a comprehensive review under one building official instead of multiple persons from each division. Personnel changes at the department head level have slowed implementation of further recommendations from the study but the City intends to continue with this path as a new Director of Inspection and Standards is hired.

The City continues to investigate additional ways to streamline permitting in all city departments.

4. Non-Governmental Agencies that support Business Growth and Residents Seeking Employment

There are a number of nongovernmental agencies on the Southside that provide the support and training to residents in the ProvPort EZ.

Cathedral of Life - Literacy training/ESL
The Center - Job Development and Training
Dorcas Place - Literacy training/ESL

Family Life Center - Re-entry services for former inmates including job and housing placement
South Providence Development Corporation - Job Development and Training
South Providence Neighborhood Ministries - Literacy training/ESL
South Providence Tutorial - Literacy training/ESL
Urban League - Literacy training/ESL

All of these agencies have outreach programs that are neighborhood based and designed to prepare people for job readiness as they hone and develop literacy skills, ESL programs and prepare for and complete GED programs.

5. Yes. The following organizations assist start-up, minority and women-owned and income disadvantaged businesses:

Providence Economic Development Partnership, Inc. (PEDP). Resources, incentives and opportunities for businesses in the City of Providence, 400 Westminster Street Providence RI 02903, Tel: 401-351-4300

Rhode Island Economic Development Corporation (RIEDC). Resources, incentives and opportunities for businesses in the State of Rhode Island. One West Exchange Street, Providence, RI 02903, Tel: 401-222-2601 www.riedc.com

Ocean State Business Development Authority (OSBDA). Economic development loans for commercial/industrial buildings and equipment under the SBA 504 program. 155 South Main St., Providence RI 02903 (401) 454-4560

Small Business Administration (SBA), Rhode Island. The SBA is the premier federal government agency dedicated to the development and growth of small business. SBA Rhode Island District Office, 380 Westminster Street, Room 311 Providence, RI 02903 Tel: (401) 528-4561 www.sba.gov/ri

Rhode Island Small Business Development Center. This federal Small Business Administration-backed organization provides guidance, finance and consulting services for small businesses. 270 Weybossett St., 4th fl Providence RI Tel: 401-598-2704.

Greater Providence Chamber of Commerce. Information, programs and resources to help Rhode Island businesses to grow and prosper. 39 Exchange Terrace, Providence RI 02903. Tel: 401-521-5000 www.providencechamber.com

The Center for Women & Enterprise. Provides women the tools to realize their dreams of business ownership. 132 George M. Cohan Blvd, Providence RI 02903. Tel (401) 277-0800 Fax (401) 277-1122 www.cweboston.org

Minority Investment Development Corporation (MIDC) & the Rhode Island Coalition for Minority Investment (RICMI), MIDC and RICMI are lenders and technical assistance providers that can assist disadvantaged business enterprises with financial and consulting tools. 216 Weybosset Street, Providence RI 02903 Tel: (401) 351-2999 Fax: (401) 351-0990 www.midcri.com

The Center for Design & Business. This joint venture of the Rhode Island School of Design (RISD) and Bryant University provides technical assistance for design-based business and runs a small business incubator in the heart of downtown Providence. 169 Weybosset Street Providence RI 02903 Tel (401) 454-6108. www.centerdesignbusiness.org

Since 1992, Providence Economic Development Partnership, Inc. (PEDP) f/k/a Providence Economic Development Corporation (PEDC) has provided financial assistance to 382 businesses throughout the City of Providence. During this period, these loans, in the aggregate amount of \$44 million, provided the incentive for private investment of \$104 million. As a result of these loans, approximately 3,300 jobs were created, with 2,500 jobs being retained. Of the 382 businesses assisted, 116 were women-owned (30%) and 69 were minority-owned (18%).

Since 1992, PEDP/PEDC assisted a total of 36 businesses located within the Port of Providence Enterprise Zone. These loans resulted in approximately \$17 million of private dollars being invested through the infusion of \$4 million of PEDP/PEDC loan funds; a 4.25:1 ratio of private dollars leveraged by public dollars. During this same period, through the assistance of these loans, approximately 226 jobs were created, with 284 jobs being retained. Of the 36 businesses assisted, 15 were women-owned businesses (41%) and 25 were minority-owned businesses (69%).

Over the past five (5) years, PEDP/PEDC assisted a total of 8 businesses located within the Port of Providence Enterprise Zone. These loans resulted in approximately \$1.4 million of private dollars being invested through the infusion of \$1.5 million of PEDP/PEDC loan funds; a 1:1 ratio of private dollars leveraged by public dollars. During this same period, through the assistance of these loans, approximately 49 jobs were created, with 40 jobs being retained. Of the 8 businesses assisted, 6 were women-owned businesses (75%) and 6 were minority-owned businesses (75%).

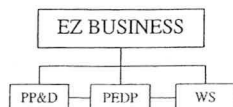
6. The Department coordinates with many agencies within the city and the region to insure assistance to all enterprise business. This close coordination of efforts allows for flow of information between organizations and then to enterprise zone businesses and when available, information on potential funding. Because of the small size of Rhode Island, this informal organization allows for support and the use of resources for the businesses and job growth.

Part IV. The Management Plan and Initiatives

1. Thomas E. Deller, AICP, Director of the City of Providence Department of Planning and Development (DPD), has charged Ms. Kathy Cosentino, Assistant Director for Business Development of DPD, to currently administer all Enterprise Zone related activities. Ms. Cosentino's duties include but are not limited to: acting as the local point of contact for the program and providing program information, address verifications, and program materials to

potential business applicants and/or their accountants; verifying and processing all Enterprise Zone Program applications for admission and for annual year-end certification; assisting member businesses to obtain their municipal Certificate of Good Standing for completion of the yearly certification process; providing state-wide member businesses with local address verifications for employees who reside in Providence in order for the business to qualify for the increased Enterprise Zone resident tax credit; attending all Rhode Island Enterprise Zone Council meetings; maintaining all data relating to applications processed, businesses certified, jobs created and outstanding documentation in connection with year-end certification submissions; monitoring the status of existing zone designation terms; apprising executive level city management of any and all zone related issues.

2.



Three local organizations provide direct service to the business. There is also some cross-referral and information exchange between agencies.

DPD: Providence Department of Planning and Development - maintains maps and databases.

PEDP: Providence Economic Development Partnership - provides information to businesses regarding benefits of the EZ, technical and financial assistance to EZ businesses

WS: Workforce Solutions of Providence & Cranston - provides assistance with locating and training employees

3. PEDP tracks business name, address type of business and job creation for all businesses in the zone that enroll in the Enterprise Zone Program. The data is collected as the business register and re-qualify for the program. The total number of businesses in the zone, and the local tax revenue derived therefrom, are tracked by the Providence Tax Assessor's Office.

4. The zone is promoted one-on-one through meetings with businesses, business organizations and among professionals such as attorneys and accountants. Future plans to bolster the marketing effort include prominent placement on the DPD website, the PEDP website and the City of Providence website, and inclusion of zone information in business resource publications disseminated by PEDP.

5. The city has a series of tax stabilization programs that have been on the books for a number of years. The mayor has come to recognize that these programs are somewhat out dated and the availability of the programs is not advertised. As a result, the mayor is establishing a tax policy committee. The purpose of this committee is to create a clear and defined statement of the types of tax programs that exist, how one can take advantage of the program and what benefit the city

must receive in order to take advantage of the tax program. It is hoped that this policy can be presented to the city council in early 2007 for adoption. The program will include all aspects of the city's tax policy. This initiative is achievable as a result of amendments in state law in the 2006 legislative session that the city pursued.

6. Local Initiatives to Support Businesses

Neighborhood Markets (NM), a Main Street based program, was developed by Mayor Cuffline to revitalize neighborhood commercial centers in partnership with local merchant associations. The program is designed to assist local merchants (typically with gross sales of under \$1 M) by providing access to lending capital, façade improvements and streetscape enhancements.



Using the Main Street four point approach - design, economic restructuring, promotion and organization - the City is work with existing and emerging merchant associations to identify projects and businesses most in need of assistance.

The Main Street initiative is a community-driven, comprehensive methodology used to revitalize older, traditionally business districts throughout the United States. The Main Street approach advocates a return to community self-reliance, local empowerment, and the rebuilding of traditional commercial districts based on their unique assets: distinctive architecture, a pedestrian-friendly environment, personal service, local ownership, and a sense of community.

Eight neighborhoods were identified to participate as part of a concentrated 36-month phased program. (Because CDBG funding is being used all areas are low/mod eligible) It is understood that each of these neighborhoods have unique challenges and different levels of need. They are:

Upper Broad Street
Lower Broad Street
Ongeville Square
Wickenden Street/Fox Point
Chalkstone Avenue
Awards Avenue
Charles Street/Hopkins Square
Cranston Street



The first round of NM grants totaled \$150,000 for the program. The Upper/Lower Broad Street Neighborhood Market is a vibrant, thriving area that has been awarded a \$30,000 first round grant for tree guards, benches and trash receptacles that are being designed by the Greater Broad Street Merchants Association in conjunction with the City. In addition to the award of grant funds for street furniture, the City has placed 40 new trees on Broad Street and will bring in trailers from the National Trust to conduct a Main Street 101 seminar for all NM

participants. The NM website is slated to be rolled out in the fall of '06 with a specific home for each market which will highlight its history, festivals, promotions and the merchant associations. A Mayor's Taste of the Neighborhood is scheduled for the Broad Street NM for the holiday season. (Taste of the Neighborhood is a promotion that highlights NM restaurants by inclusion on the city website and a mention in the newsletter City News and a visit by the Mayor and staff for lunch or dinner.)

Financial Tools Available - Citywide

PEDP Micro Loan Program - small loans up to \$10,000
PEDP Revolving Loan Fund - commercial loans that average \$125,000
PEDP façade program - \$1,800 match grant for eligible improvements

Future Plans

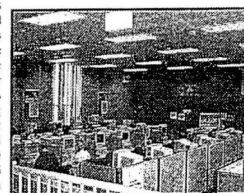
Because this is a concentrated investment strategy it is estimated that investment in the streetscape in the eight areas take place for a minimum of up to 36 months while simultaneously assisting the merchants to develop their organizations around the Main Street Four Point approach.

Currently the program is staffed by DPD, PEDP and Mayor's Office of Neighborhood Services.

7. Workforce Development and Readiness

Please see Part III Question 3

An important public service available to residents in the zone related to employment is Providence Connects. Providence Connects is an initiative developed by the City of Providence and its' Department of Planning and Development (DPD) to implement a 1985 City Ordinance known as First Source that requires businesses doing business in Providence that receive special tax considerations, receive grants-in-aid and/or are engaged in city construction projects to proactively consider hiring residents off a list maintained by the City of residents seeking employment. Providence Connects integrates First Source ordinance requirements with existing city resources aimed at helping more residents get jobs, connect with training resources, and introduce more jobs and opportunities to strengthen the City's economy. Providence Connects works with organizations that receive a benefit from the City such as grant funding or a Tax Stabilization Agreement to set goals related to hiring Providence residents, paying Providence, and/or contracting with Minority Based Enterprises and/or Women Based Enterprises. DPD also has a coordinator who connects residents to job opportunities and training programs. Providence Connects with a broad number of key partner agencies and Community Based Organizations to ensure that residents and businesses are in sync.



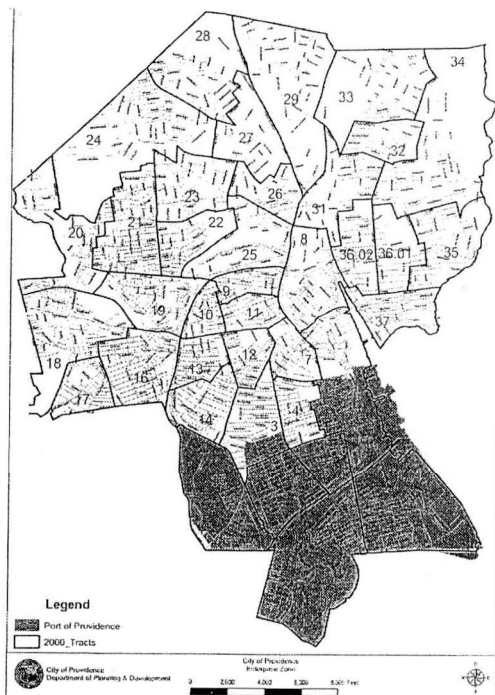
Workforce Solutions of Providence/Cranston's netWORKri one-stop center offers programs and services designed to train the current workforce and prepare the workforce of the future by providing a full range of workforce development services to job seekers including vocational testing, comprehensive assessment, case management, occupational skills training, job placement, labor market and labor exchange information and post employment services. Services to employers include tax credit assistance, wage subsidies for On- The-Job-Training and training customized for the employer. All of these services are available and have been used by ProvPort EZ business.

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions, seconded by COUNCILMAN WILLIAMS.

Exhibit 1

Maps

The Motion for Passage of the Several Resolutions is Sustained.



COMMUNICATIONS AND REPORTS

Communication from Edmund T. Parker, Jr., P.E., Chief Engineer, Rhode Island Department of Transportation, Office of the Chief Engineer, submitting the Improvements to the U.S. Route 6/Route 10 Interchange.

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters.

COUNCIL PRESIDENT LOMBARDI Receives the Several Communications.

Communication from Matt Auten, President, Environment Council of Rhode Island, Informing Council President John J. Lombardi of his appointment of Shelia Dormody of the Clean Water Action, 741 Westminster Street, Providence, Rhode Island 02903 to the Clean Energy Task Force. (Ms. Dormody will replace Chris Wilhite who has resigned)

Communication from Thomas J. Gavlick and Samuel M. Fleisig, Fleisig, Gavlick & Romano, 355 Thayer Street, Providence, Rhode Island 02906, requesting that parking before 10:00 o'clock a.m. at 355 Thayer Street be restored.

FROM THE CLERK'S DESK

Petition from John J. Bolton, Esquire, Hinckley, Allen, Snyder, LLP, 50 Kennedy Plaza, Suite 1500, Providence, Rhode Island 02903-2393, requesting an easement within the Aborn Street right-of-way to provide for additional ADA-compliant access to the hotel.

COUNCILMAN APONTE Moves to Dispense with the Reading of the foregoing matters.

COUNCIL PRESIDENT LOMBARDI Refers the Several Petitions to the Committee on Public Works.

Petition from Wayne M. Kezirian, Gaebe & Kezirian, 128 Dorrance Street, Providence, Rhode Island 02903 on behalf of Johnson & Wales University, requesting to abandon a portion of Foster Street.

Petition from William A. Campagnone, 85 Briggs Street, Apt. 1101, Cranston, Rhode Island 02920, requesting to purchase a portion of the paper street known as "Geoffrey Court".

**COUNCIL PRESIDENT LOMBARDI
Refers the Petition to the Committee on
City Property.**

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

Michael J. Druan
p.p.a. Mark Roman
(Martinous Law Associated, Ltd.)

Progressive Northern Insurance Company
a/s/o A.M. Hearn Charles and Susan Kahn

GEICO
a/s/o Ana D. Florimon

Claire F. Pagliaro

Renee L. Flink

Israel Garcia
d/b/a Capital City Auto Sales

MetLife Auto & Home
a/s/o Salvatore and Annette Dilibero

Noelle Siravo

Liberty Mutual Insurance Company
a/s/o Scott Oran

Anne B. Sabelewski

Janje Khasu
(Edward A. Shapira, Esquire)

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

PRESENTATION OF RESOLUTIONS

"In Congratulations"

**COUNCIL PRESIDENT LOMBARDI 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:

Sergeant Tabatha L. Glavin, in recognition of being the recipient of the 2006 Providence Police Department Humanitarian Award.

Holly Bolvin and Michael Ryan, in recognition of their marriage on Saturday, July 21, 2007.

Deming Sherman, in recognition of his leadership with "Friends of Blackstone Park and Boulevard" to raise money for benches and planting trees.

Margaret Brookner, in recognition of her leadership with "Friends of Blackstone Park and Boulevard" to raise money for benches and planting trees.

Anna Browder, in recognition of her leadership with "Friends of Blackstone Park and Boulevard" to raise money for benches and planting trees.

Harriet Wrenn, in recognition of her leadership with "Friends of Blackstone Park and Boulevard" to raise money for benches and planting trees.

Gloria Prignano, in recognition of her 80th birthday, and wishing her many more healthy and happy years to come.

Milagros Ortiz Bosch (Former Lt. Government in the Dominican Republic), of honoring us with her memorable visit to the City of Providence.

Stacy and Mark Zullo, in recognition of Congratulations upon the birth of Mark Joseph Zullo born on August 26, 2006 at 6:30 am weighing 7 pounds 2 ounces and 19 1/2 inches.

Mohamed Elgadi, in recognition of his many years of courageous work as a human rights defender to bring international awareness to the ongoing atrocities and terror in Darfur, and his compassion in helping Darfur victims of torture through the organization you founded, Group Against Torture in Sudan (GATS).

Abu Asal, in recognition of his courageous work as a human rights defender to bring international awareness to the ongoing atrocities and terror in Darfur, and in recognition of his compassion for your fellow countrymen and women for whom you provide a voice through the written word.

Francis Polanco, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Joshua Faboyede, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Moses Diahn, Classical High School; in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

David Comerford, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Leo Rezendes, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Michal Angelo Richter, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Terren Osgood, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Naveed Naeem, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Amba Seng, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Nicholas Lafond, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Daniel Perkins, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Oluwakayode Whesu, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Juan Lopez, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Patrick Onye, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Gerron Scott, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Seun Sulaimon, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Rocco Santopietro, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Justin Rossi, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Emmanuel Tutu, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Thomas Cole, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Braulio Deleon, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Jason Almeida, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Kenneth Velez, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Eric Kerzer, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Adedayo Ajayi, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Raymond Lovell, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Mathew D'Elia, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Michael Ajayi, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Miguel Irizarry, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Eliomar Franco, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Shadil Ventura, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

O'lick Maknoxa, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Stanley Carmichael, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Alexander Hernandez, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Maddison O'Hayer, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Nigel Fleming, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Rafael Blanco, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Jeffrey Okolowicz, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Joshua Okolowicz, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Andrew Watkins, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Kevin Pleasants, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Thomas Pham, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Head Coach Kristen McCall, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Robert J. Palazzo, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Steven Nadeau, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Bill Demello, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Jim Okolowicz, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Jerry Ogumba, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Francis Gonzalez, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Oudomchit Maknoxa, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Manny Tavares, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Assistant Coach Ben Zeon, Classical High School, in recognition of being the Football Varsity Division IV Champions in the State of Rhode Island.

Tekesha Rhodes, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Melissa Fajardo, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Jhokania De Los Santos, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Brennan Johnson, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Jessica Ho, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Ashley Milan, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Eva Jablow, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Rachel McCray, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Nancy Leuthavone, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Alexandra Merolla, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Kathryn Pirolli, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Julissa Polanco, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Head Coach Samboeun Gee, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Assistant Coach John Polinick, Classical High School, in recognition of being the Girls Volleyball Varsity Division I Champions in the State of Rhode Island.

Manuel Collado, El Principe Restaurant, in recognition of his first year in business and

wishing him prosperity and success in the future.

Kenneth Grande, in recognition of The Celebration of the happy occasion of his 70th birthday on December 1, 2006 and wishing you many more healthy and happy years to come.

Chief David Costa, in recognition of his retirement as Chief of the Providence Fire Department after 27 years of dedicated and honorable service to the department and the citizens of Providence.

Frank DiPaolo, Jr., in recognition of the special celebration of your 100th birthday. We wish you continued happiness and good health.

Severally Read and Collectively Passed, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN WILLIAMS.

The Motion for Passage is Sustained.

PRESENTATION OF RESOLUTIONS

"In Memoriam"

**COUNCIL PRESIDENT LOMBARDI 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.

Harold Jacob Halzel

Frank Lucca

Gennaro "Jerry" Cariglio, Sr.

James F. Shea, Sr.

Pio A. Romano, Jr.

The Honorable Rudolph J. DeVito

Evelyn A. DiPrete

Jeannelle Foisy

Fannie Cameron

Rosa Rossi

Michael L. Tullie

Maria Karageorgos

John R. DiCarlo

Manrico S. "Rico" D'Onofrio

Kathleen Latuch

Ethelyn Marthia

Leonardo "Leo" Casino

Louis M. Iacobucci

Carmine "Sonny" Giarrusso, Jr.

Elizabeth Dearborn Wick

Carmen Brown

**Severally Read and Collectively
Passed, by a Unanimous Rising Vote, on
Motion of COUNCILMAN APONTE,
seconded by COUNCILWOMAN
WILLIAMS.**

The Motion for Passage is Sustained.

ADJOURNMENT

There being no further business, on Motion of COUNCILMAN APONTE, seconded by COUNCILWOMAN WILLIAMS, it is voted to adjourn in memory of THE HONORABLE RUDOLPH J. DeVITO at 7:45 o'clock P.M., to meet again IMMEDIATELY FOR A SPECIAL CITY COUNCIL MEETING ON DECEMBER 21, 2006.



ANNA M. STETSON
CITY CLERK

