

**CITY OF PROVIDENCE  
RHODE ISLAND**



**CITY COUNCIL**

**JOURNAL OF PROCEEDINGS**

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**No. 10 City Council Regular Council Meeting, Thursday, March 15, 2018, 7:00 o'clock P.M.**

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**PRESIDING**

**COUNCIL PRESIDENT  
DAVID A. SALVATORE**

**CALL TO ORDER**

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

**ABSENT: COUNCILMAN NARDUCCI – 1.**

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

IN CITY COUNCIL

**APR 05 2018**

APPROVED:

*[Signature]* CLERK

## ROLL CALL

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### INVOCATION

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

"Dear Lord, we ask that You to continue to look over this body as we represent the people of the city in difficult times and thank Him for making sure all the snow is melted early. We ask this in Your Name, through Christ our Lord. Amen."

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### PLEDGE OF ALLEGIANCE

**COUNCILMAN JOHN J. IGLIOZZI** Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

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### APPROVAL OF MINUTES

Journal of Proceedings No. 8 of the Regular Meeting of the City Council held March 1, 2018 and Journal of Proceedings No. 9 of the Special Meeting of the City Council held March 1, 2018, are approved, as printed, on Motion of **COUNCILMAN IGLIOZZI**, Seconded by **COUNCILWOMAN RYAN**.

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

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## APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated March 5, 2018, Informing the Honorable Members of the City Council that pursuant to Section 302(b) of the Providence Home Rule Charter of 1980, as amended, and Article II, Section 2, of the Providence Business Loan Fund, Inc. bylaws, he is this day appointing **Deputy Chief of Staff Theresa M. Agonia** as a member of the **Providence Business Loan Fund, Inc. Board of Directors** for a term to expire on December 17, 2018. (Ms. Agonia will replace Mr. Huang who has resigned.)

**COUNCIL PRESIDENT SALVATORE Receives the foregoing Communication.**

<b>RESULT:</b>	<b>RECEIVED</b>
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Communication from His Honor the Mayor, dated March 7, 2018, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1009 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Anthia Maniotes** of 209 8th Street, Providence, Rhode Island 02906, as the first alternate member of the **Zoning Board of Review** for a term to expire on January 31, 2023, and respectfully submits the same for your approval. (Ms. Maniotes will replace Ms. Crane whose term has expired.)

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Communication from His Honor the Mayor, dated March 7, 2018, Informing the Honorable Members of the City Council that pursuant to Section 302(b) of the Providence Home Rule Charter of 1980, as amended, and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Etie-Lee Z. Schaub, Esquire** of 20 Grotto Avenue, Providence, Rhode Island 02906, as the Municipal Integrity Officer for the **Ethics Commission**, and respectfully submits the same for your approval.

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

**COUNCIL PRESIDENT SALVATORE Refers the Several Communications to the Committee on Finance.**

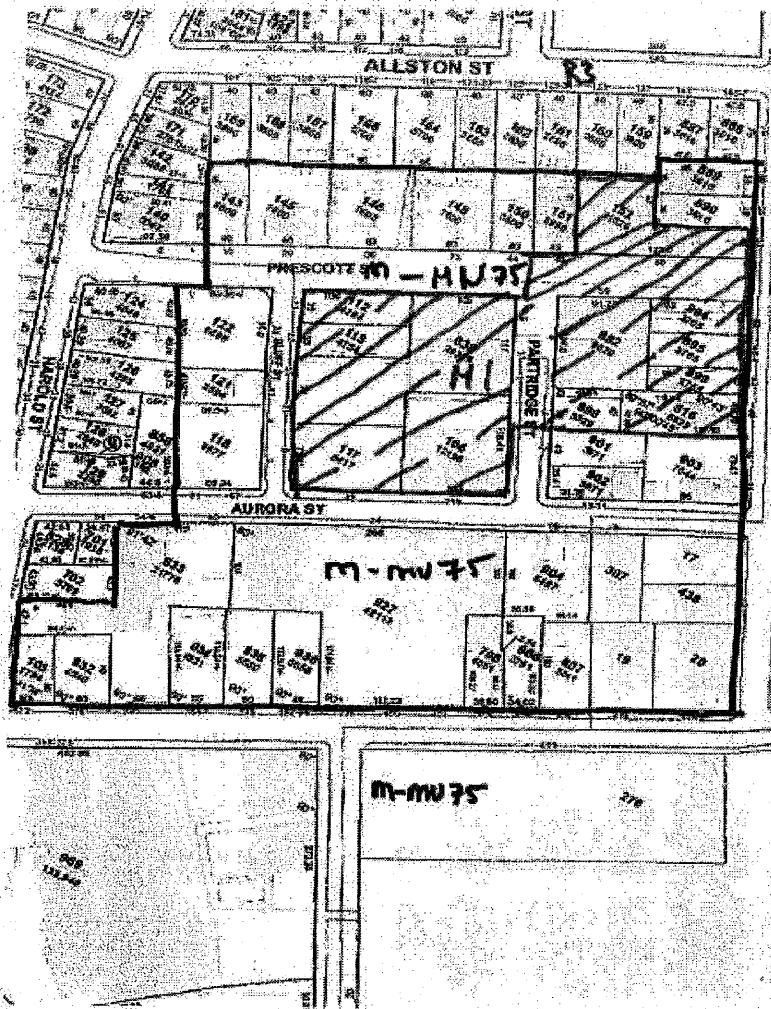
<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

## ORDINANCE(S) SECOND READING

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

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, to change the Zoning District on the Official Zoning Map for 52 River Avenue (Assessor's Plat 65, Lots 152, 916, 899, 895, 894, 892, 898, 938, 106, 112, 113 and 117) from an M-MU75 back to an M1 Zone.

**SECTION 1.** An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, to change the Zoning District on the Official Zoning Map for 52 River Avenue (Assessor's Plat 65, Lots 152, 916, 899, 895, 894, 892, 898, 938, 106, 112, 113 and 117) from an M-MU75 back to an M1 Zone. These properties were previously zoned M1 prior to being changed by the City of Providence to an M-MU75.





SECTION 2. This ordinance shall take effect upon passage.

**COUNCILWOMAN RYAN, COUNCILMEN APONTE, HASSETT, IGLIOZZI,  
COUNCILWOMAN LAFORTUNE, COUNCILMAN YURDIN, COUNCIL  
PRESIDENT SALVATORE, COUNCILMEN CORREIA, PRINCIPE,  
NARDUCCI AND JENNINGS**

An Ordinance Amending Chapter 12, "Health and Sanitation," of the Code of Ordinances of the City of Providence to Establish Section 20, "Reduction of Single-Use Checkout Bags by Retail Establishments".

SECTION 1. Chapter 12, "Health and Sanitation," Section 20, is hereby amended as follows:

Sec. 12-20. - Reduction of Single-Use Checkout Bags by Retail Establishments

(a) *Purpose.*

The purpose of this section is to reduce the number of single-use checkout bags used by Retail establishments in the City, curb litter in the streets, protect marine environment, waterways, reduce greenhouse gas emissions, and solid waste and by encouraging the use of reusable bags by Retail establishments.

The production, use and disposal of single-use plastic bags have significant adverse impacts on the environment. The City of Providence desires to conserve resources, reduce greenhouse gas emissions, waste, and marine pollution, and to protect the public health and welfare of its residents. Plastic bag consumers contribute to a significant burden on the City's solid waste disposal and single stream recycling systems.

(b) *Definitions.*

As used in this chapter, the following terms shall have the meanings indicated:

(1) **Check out bag** means any carryout bag provided by a store to a customer at the point of sale. Checkout bags shall not include:

- i. Bags, whether plastic or not, in which loose produce or products are placed by a consumer to deliver such items to the point of sale or check-out area of a Retail establishment; or
- ii. Laundry or dry-cleaner bags; or

- iii. Newspaper bags; or
- iv. Bags used to contain or wrap frozen foods, meat or fish, whether prepackaged or not, to prevent or contain moisture.

(2) **Recyclable paper bag** means a paper bag that is one hundred percent (100%) recyclable including the handles, contains at least forty percent (40%) post-consumer paper content, and displays the words "Recyclable" and "made from 40% post-consumer recycled content (or other applicable amount) in a visible manner on the outside of the bag.

(3) **Retail establishment** means any person, corporation, partnership, business venture, or vendor that sells or provides merchandise, goods, or materials directly to a customer, whether for or not for profit, including but not limited to restaurants pharmacies, convenience and grocery stores, liquor stores, seasonal and temporary businesses, jewelry stores, and household goods stores. "Retail establishment" does not include sales by residents at their homes.

(4) **Reusable bag** means a bag with handles that is specifically designed and manufactured for multiple reuse. The bag must be made of washable cloth, other durable woven or nonwoven fabric, polyester, polypropylene, or other durable plastic with a minimum thickness of four mils.

(c) **Requirements.**

(1) If any retail establishment provides a checkout bag to customers, the bag shall comply with the requirements of being a Reusable Bag or a Recyclable Paper Bag.

(2) A store that provides any type of checkout bag shall sell them for no less than ten cents (\$0.10) per bag. All moneys collected pursuant to this ordinance shall be retained by the store.

(3) Any charge for a checkout bag shall be separately stated on a receipt provided to the customer at the time of sale and shall be identified as the "checkout bag charge" thereon.

(4) The director of the Office of Sustainability may promulgate rules and regulations to implement this section.

(d) *Enforcement.*

- (1) This section shall be implemented, administered and enforced by the director of the Office of Sustainability or any other City department or division designated by the City.
- (2) If it is determined that a violation has occurred the City shall issue a warning notice to the Retail Establishment for the initial violation.
- (3) If an additional violation of this Ordinance has occurred within one year after a warning notice has been issued for an initial violation, the City shall issue a notice of violation and shall impose a penalty against the retail establishment.
- (4) The penalty for each violation that occurs after the issuance of the warning notice shall be no more than:
  - i. \$50 for the first offense
  - ii. \$100 for the second offense and all subsequent offenses. Payment of such fines may be enforced through civil action in the City Municipal Court.

All revenue collected as a result of violations of this section shall be deposited the Department of Public Works Revolving fund.

(e) *Exempt retail establishments*

- (1) The director of the Office of Sustainability may exempt a retail establishment from the requirements of this chapter for a period of one year upon a finding by the director of the Office of Sustainability that the requirements of this chapter would cause undue hardship to a retail establishment. An "undue hardship" shall be found only in:

- i. Circumstances or situations unique to the particular Retail Establishment such that there are no reasonable alternatives to bags that are not Recyclable Paper Bags, Compostable Plastic Bags or Reusable Bags; or
  - ii. Circumstances or situations unique to the Retail Establishment such that compliance with the requirements of this chapter would deprive a person of a legally protected right; or
  - iii. Circumstances where a Retail Establishment requires additional time in order to draw down an existing inventory of single-use plastic check out bags. Any Retail Establishment receiving an exemption shall file with the Chief monthly reports on inventory reduction and remaining stocks.
- (2) Retail Establishments shall apply for an exemption to the director of Sustainability using forms provided by the Office of Sustainability, and shall allow the director of the Office of Sustainability, or his or her designee, access to all information supporting its application.
- (3) The director of the Office of Sustainability may approve the exemption request, in whole or in part, with or without conditions.
- (4) The director of the Office of Sustainability, by regulation, may establish a fee for exemption requests.

SECTION 2. This Ordinance shall take effect one year after passage.

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**COUNCILMAN IGLIOZZI, (By Request):**

An Ordinance Establishing a Tax Stabilization Agreement for Lapham 290, LLC, 276 Westminster Street, LLC, RWB Associates, LLC and Clemence 91, LLC.

**WHEREAS**, Lapham 290, LLC (“Lapham Owner”), 276 Westminster, LLC (“276 Owner”), RWB Associates, LLC (“RWB Owner”) and Clemence 91, LLC (“Clemence Owner”) (collectively the “Project Owners”) are the owners of certain real property located in the City at 290 Westminister Street, 276 Westminister Street, 270 Westminister Street and 91 Clemence Street, Assessor’s Plat 020, Lots 165,166,167,169 and 63; and

**WHEREAS**, Project Owners have proposed and committed to rehabilitated mostly vacant historic buildings into mixed use buildings featuring commercial and residential uses upon the thus returning the property to productive mixed use; and

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

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

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

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

## SECTION 1. DEFINITIONS.

“Property” shall collectively mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 290 Westminister Street, 276 Westminister Street, 270 Westminister Street and 91 Clemence Street, Assessor’s Plat 020, Lots 165,166,167,169 and 63.

“Property Owners” shall mean the respective entities with the legal or equitable right and/or interest in and/or to the Property or the individual lots that compromise the Property, including any and all successors and assigns.

## SECTION 2. TAX STABILIZATION.

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

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

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owners with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2018 through and including tax year 2020, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2015 assessment value multiplied by the 2016 Tax Year tax rate (hereinafter the “Base Assessment Tax”). The parties hereto acknowledge that assessed values the parcels which comprise the Property as defined herein as the subject of tax appeals filed by the owners of the Property. In the course of said appeals, the parties have reached a settlement agreement resolving the appeals and the assessed values established in the settlement agreement shall be used to calculate the Base Assessment Tax. For each tax year thereafter, the Property Owners will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owners. If the Property Owners elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence. The failure of one of the Property Owners to make timely payments shall only impact said Property Owner. By way of example, if Lapham Owner fails to meet the requirements of this section, its failure shall only impact Lapham Owners respective property and not the remaining Property Owners.

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

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

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

### SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

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

Section 3.2. Permits and Certificates of Occupancy.

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

### SECTION 4. TRANSFER OF THE PROPERTY.

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

Section 4.2. Transfer to Tax Exempt Entities. In the event that one of the respective entities comprising the Property Owners transfers one of the lots comprising the Property to a tax exempt entity, this Agreement shall be void ab initio as it pertains to the respective lot being transferred and the owner thereof and any entity holding the legal right or legal interest in the that respective lot at the time of said transfer shall be liable for the full taxes due and owing from the Effective Date of this Agreement and forward. Transfer of an individual lot by an individual owning entity to a tax exempt entity shall not impact the validity or duration of this Agreement as it pertains to the other entities comprising the Property Owners and the other lots comprising the Property.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the Property Owners transfers one of the lots comprising the Property to a tax exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, the then respective entity owning the applicable lot at the time of said sale will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term. Transfer of an individual lot by an individual owning entity to a tax exempt entity shall not impact the validity or duration of this Agreement as it pertains to the other entities comprising the Property Owners and the other lots comprising the Property.

## SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Property Owners shall make a good faith effort to award to Minority Business Enterprises as defined in Rhode Island General Laws, Section 31-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). Property Owners shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). Property Owners will request the City MBE/WBE office and its Supplier Diversity Director to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Property Owner in meeting said goals. The process of participating with the MBE/WBE office and its Supplier Diversity Director shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry.

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

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



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

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

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

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

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

## SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

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

Default by an individual owning entity within the defined term Property Owners shall not constitute default as it pertains to the other entities comprising the Property Owners. By way of example, default by Lapham Owner shall not impact any of the other entities and shall only constitute default as it pertains to Lapham Owner.

## SECTION 7. NOTICE AND CURE.

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

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

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

If to: Lapham 290, LLC  
46 Aborn Street, Providence, RI  
Copy to:  
Zachary Darrow, Esq.  
Darrow Everett, LLP  
One Turks Head Place, Suite 1200  
Providence, RI 02903

If to: 276 Westminster, LLC  
46 Aborn Street, Providence, RI  
Copy to:  
Zachary Darrow, Esq.  
Darrow Everett, LLP  
One Turks Head Place, Suite 1200  
Providence, RI 02903

If to: RWB Associates, LLC  
46 Aborn Street, Providence, RI  
Copy to:  
Zachary Darrow, Esq.  
Darrow Everett, LLP  
One Turks Head Place, Suite 1200  
Providence, RI 02903

If to: Clemence 91, LLC  
46 Aborn Street, Providence, RI  
Copy to:  
Zachary Darrow, Esq.  
Darrow Everett, LLP  
One Turks Head Place, Suite 1200  
Providence, RI 02903

## SECTION 8. RIGHTS AND REMEDIES.

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

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

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

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

## SECTION 9. MISCELLANEOUS TERMS.

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

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor, the Property Owners shall remit a monitoring/compliance fee to the City in the amount of 0.1 percent of the tax savings for each respective tax year during the term of this Agreement. By way of example only, if the tax savings for Year 3 is \$500,000, the monitoring fee for Year 3 shall be \$500.

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

- (a) Payments to the Fund. The Property Owners shall make annual payments to the Fund in the amount of Five (5) percent of the abated tax for each respective tax year, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owners due to a default. By way of example only, if the tax savings for Year 3 is \$500,000, the contribution for Year 3 shall be \$25,000.
- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

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

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

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

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

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

Exhibit A

<u>Year</u>	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 4	8.33%
Year 5	16.66%
Year 6	24.99%
Year 7	33.32%
Year 8	41.65%
Year 9	49.98%
Year 10	58.31%
Year 11	66.64%
Year 12	74.97%
Year 13	83.30%
Year 14	91.63%
Year 15	95%

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An Ordinance Establishing A Tax Stabilization Agreement For 30 Kennedy Partners, LLC located at 59 Westminster Street.

**WHEREAS**, 30 Kennedy Partners, LLC (“30 Kennedy”) is the owner of certain real property located in the City at 59 Westminster Street, Assessor’s Plat 020, Lot 8; and

**WHEREAS**, 30 Kennedy has proposed and committed to the rehabilitation and redevelopment of approximately 34,272 square feet underused space into a new hotel and restaurant, thus returning the property to a productive commercial use in accordance with the construction plans already submitted to the City by 30 Kennedy; and

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

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

- (A) The willingness of 30 Kennedy to rehabilitate and redevelop approximately 34,272 square feet of underused space into a new hotel and restaurant, thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of 30 Kennedy to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating and redeveloping approximately 34,272 square feet of underused space into a new hotel and restaurant. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

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

#### SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 59 Westminster Street, Assessor’s Plat 020, Lot 8.

“Property Owner” shall mean 30 Kennedy, or any entity with legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

#### SECTION 2. TAX STABILIZATION.

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

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

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2018 through and including tax year 2020, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2016 assessment value multiplied by the 2017 Tax Year tax rate (hereinafter the “Base Assessment Tax”). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

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

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

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

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

### SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

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

Section 3.2. Permits and Certificates of Occupancy.

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



#### SECTION 4. TRANSFER OF THE PROPERTY.

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

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

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

#### SECTION 5. FURTHER ASSURANCES.

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

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

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

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

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

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

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

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

## SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

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

## SECTION 7. NOTICE AND CURE.

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

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

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

If to: 30 Kennedy Partners, LLC  
100 Westminster Street, Suite 1700  
Providence, RI 02903

## SECTION 8. RIGHTS AND REMEDIES.

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

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

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

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

Section 8.5. Joint and Several Liability. In the event of default under this Agreement 30 Kennedy agrees to remain jointly and severally liable with any and all Property Owners.

## SECTION 9. MISCELLANEOUS TERMS.

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

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

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

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

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

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

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

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

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

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

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

**An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance", Approved November 24, 2014, As Amended, to change the Zoning District on the Official Zoning Map for 52 River Avenue (Assessor's Plat 65, Lots 152, 916, 899, 895, 894, 892, 898, 938, 106, 112, 113 and 117) from an M-MU75 back to an M1 Zone.**

**RESULT: READ/PASSED SECOND TIME [14 TO 0]**

**MOVER:** Councilman Iglioizzi

**SECONDER:** Councilwoman Ryan

**AYES:** Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Iglioizzi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.

**ABSENT:** Councilman Narducci – 1.

**The Motion for Passage the Second Time is Sustained.**

**An Ordinance Amending Chapter 12, "Health and Sanitation," of the Code of Ordinances of the City of Providence to Establish Section 20, "Reduction of Single-Use Checkout Bags by Retail Establishments".**

**RESULT:** READ/PASSED SECOND TIME [11 TO 1]

**MOVER:** Councilman Iglioizzi

**SECONDER:** Councilwoman Ryan

**AYES:** Council President Salvatore, Councilmen Aponte, Correia, Hassett, Iglioizzi, Jennings, Councilwoman LaFortune, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 11.

**NAYS:** Councilwoman Harris – 1

**ABSTAIN:** Councilwomen Castillo and Matos – 2.

**ABSENT:** Councilman Narducci – 1.

**The Motion for Passage the Second Time is Sustained.**

**An Ordinance Establishing a Tax Stabilization Agreement for Lapham 290, LLC, 276 Westminster Street, LLC, RWB Associates, LLC and Clemence 91, LLC.**

**RESULT:** READ/PASSED SECOND TIME [14 TO 0]

**MOVER:** Councilman Iglioizzi

**SECONDER:** Councilwoman Ryan

**AYES:** Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Iglioizzi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.

**ABSENT:** Councilman Narducci – 1.

**The Motion for Passage the Second Time is Sustained.**

**An Ordinance Establishing A Tax Stabilization Agreement For 30 Kennedy Partners, LLC located at 59 Westminster Street.**

**RESULT:** READ/PASSED SECOND TIME [11 TO 3]  
**MOVER:** Councilman Iglioizzi  
**SECONDER:** Councilwoman Ryan  
**AYES:** Council President Salvatore, Councilmen Correia, Hassett, Iglioizzi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 11.  
**NAYS:** Councilman Aponte, Councilwomen Castillo and Harris – 3.  
**ABSENT:** Councilman Narducci – 1.

**The Motion for Passage the Second Time is Sustained.**

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**PRESENTATION OF ORDINANCES**

**COUNCIL PRESIDENT SALVATORE, (By Request):**

An Ordinance Permitting the use of Exterior Insulating Finish Systems (EIFS) on Exterior Facades.

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**COUNCIL PRESIDENT SALVATORE**

An Ordinance Amending Chapter 1, "General Obligation Provisions", to add Section 1-12, Entitled: "Obligation to report to council when enforcement, education or outreach is required by ordinance".

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**COUNCILMAN APONTE**

An Ordinance in Amendment of Chapter 14, "Licenses," of the Code of Ordinances of the City of Providence to establish Section 234, "Occasional Limited Entertainment in Commercial Corridors".



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

**COUNCIL PRESIDENT SALVATORE Refers the Several Ordinances to the Committee  
on Ordinances.**

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Ordinances

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**COUNCILMAN ZURIER**

An Ordinance to create a Cost Share Program for sidewalk repairs.

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**PRESENTATION OF RESOLUTIONS**

**COUNCIL PRESIDENT SALVATORE, (By Request):**

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

Martone Service Company	\$148,040.40
(Parks Department)	

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

**COUNCIL PRESIDENT SALVATORE Refers the Ordinance and Resolution to the  
Committee on Finance.**

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

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**COUNCIL PRESIDENT SALVATORE, COUNCILMAN HASSETT,  
COUNCILWOMAN RYAN, COUNCILMAN YURDIN**

Resolution Endorsing and Urging Passage by the General Assembly of House Bill 2018 H-7688 and Senate Bill 2018 S-2492, An Act Relating to Courts and Civil Procedure - Courts - Extreme Risk Protection Orders - Criminal Offenses - Weapons.

**RESOLVED**, That the Members of the Providence City Council hereby Endorse and Urge Passage by the General Assembly of House Bill 2018 H-7688 and Senate Bill 2018 S-2492, An Act Relating to Courts and Civil Procedure - Courts - Extreme Risk Protection Orders - Criminal Offenses - Weapons.

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

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

**The Motion for Passage is Sustained.**

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

Resolution Calling for the City Council to review the Speed Enforcement Camera Program.

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

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

## **COUNCIL PRESIDENT SALVATORE, COUNCILMEN HASSETT, NARDUCCI**

Resolution Remembering the life and legacy of Mary Catherine Jones.

**WHEREAS**, Mary Catherine Jones was a beloved member and community activist in the Smith Hill community; and

**WHEREAS**, She was affectionately known as “Miss Jones” through her 40 years of work at Smith Hill Library; and

**WHEREAS**, As a librarian, she promoted cultural awareness, education, health issues, and advancement for marginalized groups and people of color via programming; and

**WHEREAS**, Two such programs she introduced were the “Keep Our Families Warm Campaign”, providing residents with seasonal winter clothing, and the “Children’s Christmas Party”, providing free toys, food, and fun, which still take place every year; and

**WHEREAS**, Miss Jones also taught Black History classes to generations of children in the library’s after-school program; and

**WHEREAS**, She was a tireless advocate for poor residents of Smith Hill, working with state and local politicians to help residents obtain better housing, access affordable health care and health education; and

**WHEREAS**, She served on the board of the Neighborhood Health Center for over 35 years, co-founded the Smith Hill Community Development Corporation, and co-founded CHIC, which worked with landlords and tenants to fix up buildings; and

**WHEREAS**, On January 31<sup>st</sup>, Miss Jones’ service to the community was honored at Providence City Hall with the Dr. Martin Luther King Jr. Hall of Fame award; and

**WHEREAS**, Her lifetime achievements have also been recognized through the Jefferson Award and a place on the Providence College Wall of Fame; and

**WHEREAS**, She is survived by her sister Bessie Jones, her children Althea Graves, Anita Jones, Angela Jones, and Aaron Jones; and

**WHEREAS**, She is also survived by a host of grandchildren, great grandchildren, nieces, nephews, and extended family across the United States; and

**WHEREAS**, Mary Catherine Jones passed away peacefully at the age of 83 on March 2, 2018 at Tockwotton on the Waterfront after a decade long battle with Alzheimer’s.

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Providence does hereby recognize and remember the life and legacy of Mary Catherine Jones, a beloved member and community activist in Providence.

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

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

**The Motion for Passage is Sustained.**

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**COUNCILMAN IGLIOZZI, (By Request):**

Resolution Adopting guidelines for the investment of the City's funds and to allow the Investment Officer to function properly within the parameters of responsibility and authority.

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

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

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**COUNCILWOMAN MATOS, COUNCILMAN APONTE, COUNCILWOMAN CASTILLO, COUNCILMAN CORREIA, COUNCILWOMEN HARRIS, LAFORTUNE, COUNCILMAN PRINCIPE**

Resolution Calling for increased education and signage regarding new speed cameras.

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

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

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**COUNCILMAN NARDUCCI**

Resolution Requesting speed camera fines be utilized for school safety.

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

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

**COUNCILWOMAN RYAN, COUNCIL PRESIDENT SALVATORE,  
COUNCILMAN HASSETT**

Resolution celebrating Frey Florist and Greenhouse.

**WHEREAS**, In 1911, Paul Frey opened Frey Florist & Greenhouse, located on Radcliffe Avenue; and

**WHEREAS**, The business is a family-owned and Providence-based establishment, with ownership going to Paul's son, Raymond J. Frey; and

**WHEREAS**, In 1973, Richard Espeut, godson to Raymond's brother, acquired ownership of Frey Florist & Greenhouse from Raymond J. Frey's widow; and

**WHEREAS**, Richard Espeut is a Johnson & Wales graduate, Navy veteran, and long-time Providence resident; and

**WHEREAS**, Recently, Frey Florist & Greenhouse celebrated its forty-fifth (45<sup>th</sup>) anniversary under Richard's ownership; and

**WHEREAS**, As such, this makes Frey Florist & Greenhouse the oldest operating flower shop in the City of Providence, having operated for one hundred seven (107) years; and

**WHEREAS**, It has become a local landmark in the City of Providence, serving the neighborhood and community surrounding it.

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Providence does hereby recognize and celebrate Richard Espeut on his forty-five years of ownership.

**BE IT FURTHER RESOLVED**, That the City Council of the City of Providence does hereby recognize and celebrate Frey Florist & Greenhouse for its service to the community and for being the oldest operating flower shop in Providence.

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

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

**The Motion for Passage is Sustained.**

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

Resolution Recognizing Classical High School Day.

**WHEREAS**, Classical High School was established in 1843 to provide Providence residents with a rigorous academic education, including the study of Greek and Latin; and

**WHEREAS**, In the 175 years that have followed, Classical High School has earned and maintained a well-deserved reputation for academic excellence; and

**WHEREAS**, Over that period, graduates of Classical High School have achieved honor and distinction in the fields of scholarship, journalism, industry, medicine, law and government, among others; and

**WHEREAS**, Many of those distinguished alumni have emphasized the importance of their Classical High School education in providing a strong foundation for their later accomplishments; and

**WHEREAS**, While its curriculum has evolved over the years, Classical High School continues to provide an excellent education to young adults from all parts of the City and from all walks of life; earning the State's highest rating in the U.S. News and World Report ranking; and

**WHEREAS**, The Governor and the Mayor have both declared March 20, 2018 to be Classical High School Day.

**NOW, THEREFORE, BE IT RESOLVED**, That the Providence City Council officially declares March 20, 2018 to be Classical High School Day.

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

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

**The Motion for Passage is Sustained.**

## COUNCILMAN ZURIER

Resolution Requesting a Ballot Question on an Amendment to the City's Home Rule Charter (Oath of Office).

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

**COUNCIL PRESIDENT SALVATORE Refers the Resolution to the Committee on Ordinances.**

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Ordinances

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Resolution Requesting the Public Works Committee review policies and procedures governing the city's response to storms that involve the risk of downed trees and loss of electric power.

**WHEREAS**, During March 2-3, the City was hit by a storm that featured sustained winds exceeding 30 miles an hour and gusts exceeding 60 miles an hour; and

**WHEREAS**, The storm caused many trees across the City to break apart and/or to fall; and

**WHEREAS**, Some of the fallen trees were owned by the City and damaged the roofs of houses; and

**WHEREAS**, Many of the City-owned trees crashed into overhead wires, interrupting power and communications; and

**WHEREAS**, Some of the City-owned trees struck the power lines with sufficient force and violence to become severely entangled, resulting in especially challenging remediation and restoration tasks; and

**WHEREAS**, The removal of City trees entangled in power lines requires coordination between the City and the electric utility that, if not properly formulated and executed, can lead to delays; and

**WHEREAS**, The storm affected 150,000 of National Grid's customers statewide, overwhelming the utility's total work crew membership of 300; and

**WHEREAS**, Residents without power had multiple short term needs, including access to a warm living space and ways to communicate; and

**WHEREAS**, Storms of this magnitude provide multiple opportunities to learn from experience and enhance operations going forward.

**NOW, THEREFORE, BE IT RESOLVED**, That the Providence City Council hereby requests that the Committee on Public Works to schedule a hearing to review the City's policies and procedures regarding its response to storms that, due to snowfall or wind, create a risk of falling or broken trees, as well as a risk of loss of electric power for City residents.



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

Resolution Establishing Remembrance Day.

**WHEREAS**, Beginning with his leadership of the 1955 Montgomery bus boycott, the Reverend Dr. Martin Luther King, Jr. became the face of the civil rights movement in the United States, promoting nonviolent protest and coalition-building to unite the country around solutions to problems that had divided it since its founding; and

**WHEREAS**, Through his efforts, Dr. King advanced the hopes of millions of Americans who had been denied their deserved share of the American Dream, instilling in them a sense of hope and progress, while leading white Americans to embrace a more inclusive vision of American citizenship and community; and

**WHEREAS**, Dr. King's vision overcame deep divisions within the country, which previously had been the source of despair and violence; and

**WHEREAS**, Dr. King's vision and efforts helped form a movement of followers and fellow leaders, but his own role within the movement was unique; and

**WHEREAS**, On the night of April 3, 1968, Dr. King spoke in Memphis, Tennessee about how he had seen the Promised Land, even if he could not reach it himself; and

**WHEREAS**, On April 4, 1968, Dr. King's mission was cut short by an assassin, plunging the nation into grief, and robbing the civil rights movement of its greatest leader; and

**WHEREAS**, Chaos and riots followed throughout the country; and

**WHEREAS**, Despite the best efforts of Dr. King's fellow leaders, the civil rights movement lost critical momentum within the tumult that gripped the country during the rest of 1968; and

**WHEREAS**, Dr. King's passing marked a turning point in the history of our country's progress towards greater equality and community; and

**WHEREAS**, As we mark 50 years following Dr. King's death, our country faces a new era of division and inequality that challenge its fundamental values; and

**WHEREAS**, The majority of Americans alive today only know of Dr. King as a figure of past history, and did not experience the feeling of optimism, hope and progress he brought to the country; and

**WHEREAS**, At many places nationally, including the Martin Luther King, Jr. National Park, the National Civil Rights Museum and Martin Luther King Center will mark April 4, 2018 as Remembrance Day.

**NOW, THEREFORE, BE IT RESOLVED**, That the Providence City Council declares April 4, 2018 as Remembrance Day, which it encourages City residents to observe as a call for reflection and action by:

- Flying flags at half staff;
- Devoting time in U.S. History classes in the Providence Public Schools that day to discussing Dr. King, how he changed the country for the good, and how the country changed after he passed away; and how to advance that legacy in today's society, and
- Supporting public discussion of Dr. King's accomplishments, the impact of his loss, and ways to revive the hope, optimism and progress he brought to his community and the United States as a whole.



**COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions, Seconded by COUNCILWOMAN RYAN.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Igliozi
<b>SECONDER:</b>	Councilwoman Ryan
<b>AYES:</b>	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliozi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.
<b>ABSENT:</b>	Councilman Narducci – 1.

**The Motion for Passage is Sustained.**

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## **REPORT(S) FROM COMMITTEE(S)**

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

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

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

An Ordinance regarding Observance of the first night of the Passover Holiday.

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

**COUNCILMAN ZURIER**

An Ordinance in Amendment of Chapter 12 of the Code of Ordinances of the City of Providence, Entitled: "Health and Sanitation," Article III, "Garbage, Trash and Refuse", Section 12-89, Disposal of Leaf and Yard Debris.

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**COUNCILMAN ZURIER**

An Ordinance in Amendment of the Code of Ordinances of the City of Providence Chapter 15, by adding Section 15-7.

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

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

**COUNCILMAN IGLIOZZI, (By Request):**

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

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

<b>RESULT:</b>	<b>READ/PASSED FOR THE FIRST TIME [14 TO 1]</b>
<b>MOVER:</b>	Councilman Iglioizzi
<b>SECONDER:</b>	Councilwoman Ryan
<b>AYES:</b>	Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Iglioizzi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.
<b>ABSENT:</b>	Councilman Narducci – 1.

**Council President Salvatore requests to be recorded as voting "NO" on An Ordinance Relating To Article IV, Chapter 17, Section 17-192(F) of the Code of Ordinances (Disability Waiver Request) (Deborah Marandola).**

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

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

**COUNCIL PRESIDENT SALVATORE, (By Request):**

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

W. Walsh Company, Inc. \$4,754,629.00 over two years  
(Water Supply Board)

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

W. Walsh Company, Inc. \$4,754,629.00 over two years  
(Water Supply Board)

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

W. Walsh Company, Inc. \$3,726,000.00 over two years  
(Water Supply Board)

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

W. Walsh Company, Inc. \$3,726,000.00 over two years  
(Water Supply Board)

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

W. Walsh Company, Inc.  
(Water Supply Board)

\$8,536,000.00 over two years

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

W. Walsh Company, Inc.  
(Water Supply Board)

\$8,536,000.00 over two years

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

Northstar Refrigeration  
(Parks Department)

\$7,012.50

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

Northstar Refrigeration  
(Parks Department)

\$7,012.50

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

Gilbane Building Company  
(Finance)

\$1,623,514.58

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

Gilbane Building Company  
(Finance)

\$1,623,514.58

**COUNCILMAN IGLIOZZI Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions and Refer Back to the Board of Contract and Supply, Seconded by COUNCILWOMAN RYAN.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Igliozi
<b>SECONDER:</b>	Councilwoman Ryan
<b>AYES:</b>	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliozi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.
<b>ABSENT:</b>	Councilman Narducci – 1.

**The Motion for Passage is Sustained.**

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**Transmits the Following with Recommendation the Same be Received and Approved:**

Communication from His Honor the Mayor, dated January 29, 2018, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1102 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Jose F. Batista, Esquire** of 133 Byfield Street, Providence Rhode Island 02905, as a member of the **Board of Licenses** for a term to expire on January 31, 2019, and respectfully submits the same for your approval. (Attorney Batista replaces Mr. Pichardo who resigned.)

**COUNCILMAN IGLIOZZI Moves to Receive and Approve the foregoing Communication, Seconded by COUNCILWOMAN RYAN.**

<b>RESULT:</b>	<b>RECEIVED AND APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Igliozi
<b>SECONDER:</b>	Councilwoman Ryan
<b>AYES:</b>	Council President Salvatore, Councilman Aponte, Councilwoman Castillo, Councilman Correia, Councilwoman Harris, Councilmen Hassett, Igliozi, Jennings, Councilwomen LaFortune, Matos, Councilman Principe, Councilwoman Ryan, Councilmen Yurdin and Zurier – 14.
<b>ABSENT:</b>	Councilman Narducci – 1.

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## FROM THE CLERK'S DESK

Petition from Peter McNally, Executive Director, I-195 Redevelopment District, requesting to abandon Coin Street Gangway, Patriot Street Gangway, Doubloon Street Gangway and an unnamed Gangway running through District Parcel 1A (Lot 658, Assessor's Plat 16).

**COUNCIL PRESIDENT SALVATORE Refers the Petition to the Committee on Finance.**

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Finance

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Petitions for Compensation for Injuries and Damages, viz:

Donald Wildenhain  
Captain's Overlook Condo Association  
James Stathopulo  
Oscar Wilkerson  
Carol S. Cohen  
MetLife  
a/s/o Jennifer Larose  
Melissa Benoit  
Paul Bruni Pellegrino  
Alyssa Gerundio  
Anthony Valerio  
Melinda C. Potter  
Jason Greaves  
Kileen N. Gilroy  
Kevin Paul Freitas

Gerald A. Colvin  
David G. Pliskin  
Maribeth Leon  
Alexander Fernandez  
Alida Bernal  
Jennifer Shaheen  
Rene Griffin  
(Robert J. Levine, Esquire)  
Allyson Rego  
Cynthia A. Iannucci  
Paul Roa  
Kevin Dinobile  
Hank Giorgio  
Brian Pestana  
Maryann Grady  
William E. Williams, Jr.

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

<b>RESULT:</b>	<b>REFERRED</b>
<b>TO:</b>	Committee on Claims and Pending Suits

## COMMUNICATIONS AND REPORTS

Communication from Doug Johnson, Providence Innovation District Phase I Owner, LLC, dated March 2018, submitting the Annual Progress Report required by Section 9.1 of the Tax Stabilization Agreement between the City of Providence and Providence Innovation District Phase I Owner, LLC.

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

<b>RESULT:      RECEIVED</b>
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## PRESENTATION OF RESOLUTIONS "IN CONGRATULATIONS"

### COUNCIL PRESIDENT SALVATORE AND MEMBERS OF THE CITYCOUNCIL

Resolution Extending Congratulations.

RESOLVED, That the Members of the City Council hereby extend their Sincere Congratulations to the following:

Federico and Antonio Manaigo, in recognition of the Grand Opening and Ribbon cutting for the Pilgrim Lofts on Wednesday, February 14, 2018.

Sophai Moeuy, in recognition of the honor of being elected President of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Sreypouv Chan, in recognition of the honor of being elected Vice President of the Cambodian Society of Rhode Island and her commitment and dedication to the Cambodian Community of Rhode Island.

Sothavy Doeuv, in recognition of the honor of being elected Secretary of the Cambodian Society of Rhode Island and her commitment and dedication to the Cambodian Community of Rhode Island.

Melanie Ok, in recognition of the honor of being elected Assistant Secretary of the Cambodian Society of Rhode Island and her commitment and dedication to the Cambodian Community of Rhode Island.

Sovann Khamera Heng, in recognition of the honor of being elected Treasurer of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Sambo Mam, in recognition of the honor of being elected Assistant Treasurer of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Samnang K. Becker, in recognition of the honor of being elected to the Communication Committee of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Bandoll Sip Sarum, in recognition of the honor of being elected to the Education Committee of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian community of Rhode Island.

Angelica Mey, in recognition of the honor of being elected to the Finance Committee of the Cambodian Society of Rhode Island and her commitment and dedication to the Cambodian Community of Rhode Island.

Sarath Say, in recognition of the honor of being elected to the Job Development Committee of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

An Keo, in recognition of the honor of being elected to the Art & Culture Committee of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Bunnara Saur, in recognition of the honor of being elected to the Nominating Committee of the Cambodian Society of Rhode Island and his commitment and dedication to the Cambodian Community of Rhode Island.

Sokvann Sam, in recognition of being elected as an Advisory Board member of the Cambodian Society of Rhode Island and his dedication to the Cambodian Community of Rhode Island.

Phanida Phivilay Bessette, in recognition of being elected as an Advisory Board member of the Cambodian Society of Rhode Island and her dedication to the Cambodian Community of Rhode Island.

Sergeant Scott McGregor, in recognition of the celebration of his retirement after 21 years of dedicated service to the Providence Police Department.

Julia Mercedes, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Tonya Costa, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Education at the International Woman's Day Celebration.



Paola Fernández, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Business Development at the International Woman's Day Celebration.

Joanna Orellana, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Community Development at the International Woman's Day Celebration.

Jackie Parra, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Professional Development at the International Woman's Day Celebration.

Arelis Peña Brito, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Communications at the International Woman's Day Celebration.

Eva Hulse-Avila, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Exceptional Caregiver at the International Woman's Day Celebration.

Angela Bannerman Ankoma, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Health at the International Woman's Day Celebration.

Wilda Gutierrez, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Community Involvement at the International Woman's Day Celebration.

Yadires Nove-Salcedo, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Communications at the International Woman's Day Celebration.

Sabrina Estrella, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Extraordinary Woman for the Future at the International Woman's Day Celebration.

Samantha Estrella, in recognition of being the recipient of the 18<sup>th</sup> Annual Extraordinary Woman Award for Extraordinary Woman for the Future at the International Woman's Day Celebration.

Carmen M. Ortiz, in recognition of being the Keynote Speaker at the 18<sup>th</sup> Annual Extraordinary Woman Award and International Woman's Day Celebration.

Lidia Guzman, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Carmen Soriano, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Ramona Nolasco, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Olga Melendez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Pastora Juana Fernandez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Glenda Hiciano, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Luz Mery Lopez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Profesora Alexandra Arias, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Ivonne Grullon, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Martha Siddique, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Janet Pichardo, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Sugerly Delgado, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Ana Miriam Nuñez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Senadora Ana Quezado, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Argentina Olivo in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Maria N. Lopez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Dr. Lunia Collado, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Isabel Valdez, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Juliana Thomas, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

Julia Mercedes, in recognition of being honored for her excellent family, professional and community work, providing love and help to those most in need.

City Year, in recognition of the celebration of their 25<sup>th</sup> Anniversary.

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

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

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## **PRESENTATION OF RESOLUTIONS "IN MEMORIAM"**

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

Resolution Extending Sympathy.

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

Sympathy to the families of the following:

Gilberta "JT" Taylor

Patricia Rose Carroll

Mary Catherine Jones

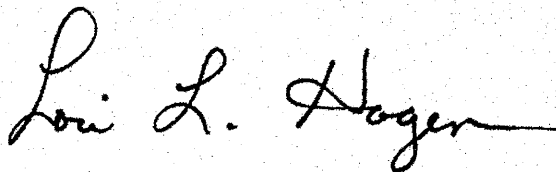
**Severally Read and Collectively Passed, by a Unanimous Rising Vote, on Motion of  
COUNCILMAN IGLIOZZI, Seconded by COUNCILWOMAN RYAN.**

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

**The Motion for Passage is Sustained.**

## **CONVENTION**

There being no further business, on Motion of **COUNCILMAN IGLIOZZI**, Seconded by **COUNCILWOMAN RYAN**, it is voted to adjourn at 7:53 o'clock P.M., to meet again **THURSDAY, APRIL 5, 2017 at 7:00 o'clock P.M.**

A handwritten signature in cursive script that reads "Lori L. Hagen". The signature is written in black ink and is positioned above the printed name and title.

**LORI L. HAGEN**  
**CITY CLERK**